BASES CONVERSION AND DEVELOPMENT AUTHORITY

Procurement of Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements

November 2021

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BCDA
Bases Conversion and
Development Authority

Section I.

Invitation to Bid

Procurement of Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements

1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, through 2021 BCDA's Corporate Operating Budget, intends to apply the amount of **Twelve Million One Hundred Thousand Pesos** (**Php 12,100,000.00**), inclusive of all applicable government taxes and fees, being the total Approved Budget for the Contract (ABC) for the **Procurement of Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements**, broken down as follows:

LOT	DESCRIPTION	ABC
A	Annual Subscription of the Integrated Security Suite - Endpoint Security comprised of the following: - Three Hundred Fifty (350) Licenses Annual Subscription of Trend Micro Smart Protect Complete - Twenty (20) instance Annual Licenses Subscription of Trend Micro Deep Security Enterprise (DSE Cloud One Workload Security with XDR)	Php 2,100,000.00
B	Data Security and Analytics	Php 5,000,000.00
C	Network Infrastructure Enhancement	Php 5,000,000.00
	TOTAL ABC*	**Php 12,100,000.00**

Bids received in excess of the Approved Budget for the Contract (ABC) for each lot shall be automatically rejected at the bid opening.

2. The BCDA now invites bids for the **Procurement of Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements**. Bidders should have completed, within three (3) years *(October 2018 to October 2021)* prior to the date of submission and receipt of bids, a contract similar to the Project equivalent to at least 50% of the ABC. The description of an eligible bidder is contained in the Instruction to Bidders (ITB) of the Bid Documents.

The Delivery of the Goods is required within thirty (30) calendar days for Lot A, sixty (60) calendar days for Lot B and ninety (90) calendar days for Lot C, from the receipt of Notice to Proceed.

3. Selection of winning bidders will be through public bidding procedures pursuant to Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act", and its Revised Implementing Rules and Regulations (RIRR). Participation 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.

4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 RIRR of RA 9184.

5. 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.

6. Interested bidders may obtain further information from BCDA and inspect the Bidding Documents at 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City during business hours from 8:00 AM to 3:00 PM and/or at the BCDA website (**https://bcda.gov.ph/**bids).

7. A complete set of Bidding Documents may be acquired by interested Bidders at the above-given address starting **23 November 2021 (Tuesday)** up to **14 December 2021 (Tuesday) from 8:00 AM to 3:00 PM** except Saturdays, Sundays, and Holidays**, and until 9:00 AM on 15 December 2021 (Wednesday),** upon payment of a non-refundable fee, pursuant to the RIRR of RA 9184:

Approved Budget of the Contract (ABC) or Total Cost of Lot/s	Cost of Bidding Documents (PhP)
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 15 Million	25,000.00

If a bidder intends to participate and bid 1) for any of the lots, the cost of the bidding documents is P5,000; 2) for two (2) lots, the cost of the bidding documents is P10,,000; and 3) for all three (3) Lots, the cost of the bidding documents is PhP25,000.00.

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

6. BCDA will hold a Pre-Bid Conference (online coverage) on **01 December 2021 (Wednesday) at 10:00 AM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City and via video conferencing which shall be open to prospective bidders. To be able to join the online pre-bid conference, a scanned written request shall be made/emailed to the BAC Secretariat.

7. Bids must be duly received by the BAC Secretariat at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City on or before **15 December 2021 (Wednesday) at 9:00 AM.**

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 held on **15 December 2021 (Wednesday) at 10:00 AM** at the BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

   Late bids shall not be accepted.

10. The Pre-bid Conference and the Opening of Bids are hybrid events. Bidders may choose to attend online via zoom or attend in person at the BTC Office.

    For those attending in person, the following guidelines must be followed:

    ● Only one (1) representative per interested bidder is allowed to attend the Pre-bid Conference and Opening of Bids and will be required to follow the BCDA Health Protocol for Visitors;
    ● Visitors are required to download the contact tracing app, i.e. StaySafe PH;
    ● The representative is required to present his/her vaccination card **or** RT-PCR negative test result valid for 72 hours before he/she can be allowed inside the BCDA office;
    ● Compliance to social distancing, wearing of face masks, body temperature screening inside BCDA office; and
    ● Observers/representatives who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature, and sneezing are advised not to proceed to the BCDA Office since they will not be allowed to enter the BCDA premises.

11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.

12. BCDA 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Mr. Raul G. Buensalida
Head, BAC for Goods Secretariat
(02) 8575-1700 local 1731 / **bacgsecretariat@bcda.gov.ph**

BIDS AND AWARDS COMMITTEE FOR GOODS (BAC-G)
By:

JOSHUA M. BINGCANG
Chairperson

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the *procurement of Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements as described in the Technical Specification herein the bidding documents (hereinafter referred to as the "Goods")*, with identification number as describe in Section VII. Technical Specification .

The Procurement Project (referred to herein as "Project") is composed of three (3) Lots: Lot A - Annual Subscription of the Integrated Security Suite - Endpoint Security; Lot B - Data Security and Analytics; and Lot C - Network Infrastructure Enhancement, details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1.   The GOP through the source of funding is indicated below *the procurement of Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements* in the amount of ***Twelve Million One Hundred Thousand and 00/100 (PhP12,100,000.00)****, inclusive of government taxes and fees.*

2.2.   The source of funding is the BCDA Corporate Operating Budget.

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. If applicable,

    a. 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.

    b. 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:

If applicable:

    a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:

   i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

   ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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 and indicated in the **BDS**.

7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants,

or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on *December 1, 2021* at *10:00 AM* at the *BCDA Corporate Center, 2ⁿᵈ Floor, Bonifacio Technology Center 31ˢᵗ Street corner 2ⁿᵈ Avenue, Bonifacio Global City Taguig City* 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* from the date of submission and receipt of bids, a contract similar to the Project.

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.

11.5.   Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

12.1.   Prices indicated on the Price Schedule shall be entered separately in the following manner:

a.   For Goods offered from within the Procuring Entity's country:

i.   The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii.   The cost of all customs duties and sales and other taxes already paid or payable;

iii.   The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv.   The price of other (incidental) services, if any, listed in e.

b.   For Goods offered from abroad:

i.   Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii.   The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1.   For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by

the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.

    a.   In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

    b.   For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. For the procurement of Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, within the past three (3) years (October 2018 to October 2021) from the date of submission and receipt of bids
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted as delivered duty paid *in Philippine Pesos.*

14.1	The bid security shall be in the form of a **Bid Securing Declaration**, or any of the following forms and amounts:
	
	  a. The amount of not less than *two percent (2%) of ABC]*, 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 *five percent (5%) of ABC]* if bid security is in Surety Bond

	Two percent (2%) of ABC]	*Five percent (5%) of ABC]*
Lot A	Php 42,000.00	Php 105,000.00
Lot B	Php 100,000.00	Php 250,000.00
Lot C	Php 100,000.00	Php 250,000.00

19.3	The Approved Budget for the Contract (ABC) is **_Php 12,100,000.00_**. Any Bids received in excess of the ABC for each lot shall not be accepted.

LOT	DESCRIPTION	TOTAL ABC (with VAT)
A	Annual Subscription of the Integrated Security Suite - Endpoint Security - Three Hundred Fifty (350) Licenses Annual Subscription of Trend Micro Smart Protect Complete - Twenty 20) instance Annual Licenses Subscription of Trend Micro Deep Security Enterprise (DSE Cloud One Workload Security with XDR)	Php 2,100,000.00
B	Data Security and Analytics	Php 5,000,000.00
C	Network Infrastructure Enhancement	Php 5,000,000.00
	TOTAL ABC	**Php 12,100,000.00**

Reminders to the bidders:

a. Blacklisted consultants or service providers shall not be allowed to participate in the bidding.

b. The bidder must have completed, within the period specified in the Invitation to Bid a Single Contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. (For this purpose "similar contracts' shall refer to contracts involving the provision of Security, Data Analytics and Network Infrastructure).

c. The bidder's SLCC, similar to the contract to be bid, should have been completed within (3) years (October 2018 to October 2021) prior to the deadline for the submission and receipt of bids.

d. The financial proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid

e. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, **the written in words shall prevail.**

f. The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be schedule for one (1) day and the sequence of bidding will be as follows:

- Opening of Eligibility and Technical Documents

- Opening of Financial Bid

	g.	The Contract for the Integrated Security Suite - Endpoint Security, Data Security and Analytics and Network Infrastructure Enhancements shall be awarded to the bidder who is declared as the "Lowest Calculated and Responsive Bid".
	h.	In case of a tie, after the post qualification the provisions of the GPPB Circular 05-2005 (Tie Breaking Method) shall apply.
	i.	In accordance with the GPPB Non-Policy Memorandum dated 03 November 2014 (Section 32.2.1(a) of the Revised Implementing Rules and Regulation of RA 9184), zero (0) bid in any item is considered non-compliant.
	j.	A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	a. Terms of Reference (TOR) or Technical Specification attached as Section VII
	Delivery and Documents
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are to be delivered in Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative is the Information and Communication Technology Department (ICTD).
	Incidental Services
	The Supplier is required to provide all services specified in Section VI.
	Schedule of Requirements, including additional services stated in TOR or Technical Specifications.
	a. training of the Procuring Entity's personnel
	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.
	Spare Parts
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	Select appropriate requirements and delete the rest.
	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

  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.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of: For Lot C, within the warranty period of three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

Packaging
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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

| | 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.

Transportation

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.

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. |
|---|---|
| | 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.

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.

Intellectual Property Rights

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. |
| 2.2 | Partial payment is not allowed. |
| 4 | The inspections of the IT equipment, software and network infrastructure shall be done upon delivery/installation and shall be conducted by ICTD and supported by Certificate of Acceptance as basis for the payment and Inspection and Acceptance Report (IAR). |

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	Description	Delivered, Weeks/Months
A	Annual Subscription of the Integrated Security Suite - Endpoint Security - Three Hundred Fifty (350) Licenses Annual Subscription of Trend Micro Smart Protect Complete - Twenty (20) instance Annual Licenses Subscription of Trend Micro Deep Security Enterprise (DSE Cloud One Workload Security with XDR)	Within Thirty (30) calendar days from receipt of Notice to Proceed
B	Data Security and Analytics	Within Sixty (60) calendar days from receipt of Notice to Proceed
C	Network Infrastructure Enhancement	Within ninety (90) calendar days from receipt of Notice to Proceed

 I hereby commit to comply and deliver the above requirements.

Bidder's Authorized Representative:

_____
Signature over Printed Name

_____
Principal Bidder / Supplier

Section VII. Technical Specifications

	TERMS OF REFERENCE / TECHNICAL SPECIFICATION	COMPLIANCE	
		Compliant	Non-Compliant
Lot A	**INTEGRATED SECURITY SUITE - ENDPOINT SECURITY MAINTENANCE**		
	Three Hundred Fifty (350) Licenses Annual Subscription of Trend Micro Smart Protect Complete		
	Threat Detection Capabilities:		
	High-fidelity machine learning (pre-execution and runtime);		
	Behavioral analysis (against scripts, injection, ransomware, memory and browser attacks);		
	File reputation;		
	Variant protection;		
	Census check;		
	Web reputation;		
	Exploit prevention (host firewall, exploit protection);		
	Command and control (C&C) blocking;		
	Data Loss Prevention;		
	Device control;		
	Good file check;		
	Endpoint Encryption		
	With Endpoint Protection:		
	With a high-fidelity machine learning (pre-execution and runtime) technology;		
	Behavioural analysis protection against scripts, injection, ransomware, memory, and browser attacks;		
	File reputation, Web reputation, Exploit preventions, Command and control monitoring with vulnerability protection;		
	Integrated Data Loss Prevention and Configurable Device Control.		
	With Vulnerability Protection:		
	Protection from vulnerability exploits, Denial of Service Attacks, Illegitimate Network Traffic, and Web Threats;		
	Provides patches for end-of-support operating systems, Hosted Intrusion Prevention;		
	Protection from vulnerability exploits, Denial of Service attacks, Illegitimate Network Traffic, and Web Threats;		
	Prevents network backdoors from penetrating the network.		
	With Endpoint Application Control		

	Prevents unwanted or unknown applications from executing at end points;		
	Provides support for application name, path, or certificate for basic applicationwhite and black listing.		
	With Control Management (Dashboard/Management tool)		
	Web-based management system for administrators providing dashboard to display multiple information;		
	Displays alerts on the main menu to view administrator notifications concerning system or security events.		
	With Email Protection		
	Provides anti-virus, anti-spam, and anti-relay protection, quarantine email upon virus detection;		
	Has Heuristic anti-spam protection;		
	Able to protect against phishing website;		
	Have advanced detection and alert capability for early mitigation of emerging threats and targeted attacks;		
	Detects unknown URLs embedded in email messages;		
	Protects sensitive email content by encrypting inbound and outbound email messages according to specific policies;		
	Has anti-spoofing features and mail auditing and tracking features.		
	With Gateway Protection:		
	Protects HTTP, FTP, SMTP, POP3 protocols;		
	Has URL database with multiple categories;		
	Blocks forbidden internet applications through a web browser;		
	Blocks malicious sites and restricted areas;		
	Scan HTTP and HTTPs traffics for spyware and phishing-related websites;		
	Deploys policy base on users and/or groups defined in the active directory		
	Twenty (20) instance Annual Licenses Subscription of Trend Micro Deep Security Enterprise (DSE Cloud One Workload Security with XDR)		
	Intrusion Prevention:		
	Able to provide Host-based Intrusion Detection System (HIDS)/Host-based Intrusion Prevention System (HIPS) feature, agent and agentless		
	Feature a high-performance deep packet inspection engine that examines all incoming and outgoing traffic for protocol deviations, content deviations, content that signals an attack, or policy violations		
	Able to operate in detection or prevention mode to protect operating systems and enterprise applications vulnerabilities		

	Able to provide detailed events with valuable information, including identity of the attackers, when they attacked, and what they attempted to exploit; administrators should be notified automatically via alerts when an incident has occurred		
	Able to provide protection against known and zero-day attacks		
	Protection can be pushed out to thousands of virtual desktops in minutes without a system reboot		
	Includes out-of-the-box vulnerability protection for over 100 applications, including database, Web, email, and FTP services		
	Smart rules to provide zero-day protection from unknown exploits that attack an unknown vulnerability, by detecting unusual protocol data containing malicious code		
	Exploit rules to stop known attacks and malware and are similar to traditional antivirus signatures in that they use signatures to identify and block individual, known exploits		
	Compliance (Payment Card Industry Data Security Standard [PCI DSS] 6.6) to protect web applications and the data they process		
	Must automatically shield newly discovered vulnerabilities within hours, pushing protection to large number of servers in minutes without a system reboot		
	Must be able to provide Application Control on the network layer		
	Firewall Function:		
	Includes an enterprise-grade, bi-directional stateful firewall providing centralized management of firewall policy, including predefined templates		
	Virtual Machine isolation		
	Fine-grained filtering (IP and MAC addresses, ports)		
	Coverage of all IP-based protocols (Transmission Control Protocol [TCP], User Datagram Protocol [UDP], Internet Control Message Protocol [ICMP], Gateway-to-Gateway Protocol [GGP], Internet Group Management Protocol [IGMP], etc.) and all frame types (Internet Protocol [IP], Address Resolution Protocol [ARP], etc.)		
	Prevention of denial of service (DoS) attack		
	Design policies per network interfaces		
	Detection of reconnaissance scans		
	Anti Malware:		
	Able to avoid resource contention such as antivirus Strom in the virtualized VDI environment		
	Able to provide Web reputation filtering to protect against malicious sites for virtual desktops		
	Log Inspection:		

	Able to provide the capability to inspect logs and events generated by operating systems and applications		
	Able to automatically recommend and assign relevant log inspection rules to the server based on the operating system and applications installed		
	Able to automatically recommend and unassigned log inspections rules that are not required		
	Comes with pre-defined template for operating system and enterprise applications to avoid manual creation of the rules		
	Able to create customized rule to support custom application		
	Integrity Monitoring:		
	Able to monitor critical operating system and application files, such as directories, registry keys, and values, to detect and report malicious and unexpected changes in real time		
	Virtual Patching:		
	Provide virtual patching which shields vulnerable systems that are awaiting a security patch. Automatically shields vulnerable systems within hours and pushes out protection to thousands of VMs within minutes		
	Vulnerability rules to shield known vulnerabilities from an unlimited number of exploits; automatically shields newly discovered vulnerable within hours		
	Intelligence to provide recommended virtual patching rules to protect OS & applications		
	Able to create scheduled tasks to run recommendation scan to discover new rules to apply		
	Able to automatically assign new virtual patching rules through scheduled tasks		
	Able to automatically unassigned virtual patching rules after physical patch has been installed		
	Event Tagging:		
	Support event tagging so that Administrator can add "tag" to events generated by the solution		
	Tag must be fully customizable; Administrators can add, edit, and delete their own tag with own name		
	Able to search for events based on the "Tag"		
	Allow administrator to specify a specific event that is to be automatically tagged by the system		
	Management Console:		
	Dashboard to display multiple information		
	Dashboard must be configurable by administrator to display the required information only		
	Web-based management system for administrators to access using web browsers		

	"Alerts" on the main menu to view administrator notifications concerning system or security events		
	Firewall events to view activities on computers with the firewall enabled (typically includes dropped or logged packets)		
	Access to Deep Packet Inspection (DPI) events to view security-related DPI activities; this section should display exploits detected, either resulting in dropped traffic (Prevent Mode) or logging of events (Detect Mode)		
	System events to view a summary of security-related events, primarily for the management server and also including agents' system events; all administrative actions should be audited with the system events		
	Support:		
	Should provide support with onsite assistance from a local source;		
	Should provide 24/7 support via email/call/chat		
	Security Assessment and recommendation should be provided on the 1st week of the 3rd month and last week of the 9th Month		
	Should provide knowledge transfer training for 10 pax		
	Qualification:		
	Vendor must be at least a Gold Partner of the product that it is offering to ensure support / services that will be required by BCDA.		
	Vendors should have completed within three (3) years from the date of submission and receipt of bids, a contract similar to the Project		
	Vendors must have a certified engineer of the product that they are offering. The Engineer must show proof of certificates from Trend Micro.		
	Implementation Period:		
	The implementation shall commence immediately upon the receipt of the Notice to Proceed. The subscription length is up to twelve (12) months from the activation period.		
	Payment Terms		
	In consideration of the Integrated Security Suite - Endpoint Security subscription, BCDA agrees to pay the total amount inclusive of all applicable taxes and fees upon issuance of Certificate of Completion.		
Lot B	**DATA SECURITY AND ANALYTICS**		

	Number of Users: 384 users		
	I. Scope:		
	A. Provider shall be responsible for providing the license subscription of the Identity & Access Management (IAM), Cloud Security Web Gateway (SWG), and Zero Trust Network Access (ZTNA) platforms, including all items enumerated in Section II.		
	B. Provider shall be the single focal point for all concerns related to the platforms defined in Section I.A.		
	C. Provider shall create and manage the schedule, actions, issues, and risks throughout the deployment phase		
	D. Provider shall provide a level 2 and level 3 support coverage that will provide technical and non-technical support related to the usage of the platforms throughout the subscription		
	E. Provider shall monitor the platform uptime and ensure that BCDA is notified for any platform issues		
	F. Provider shall setup and configure the platforms within the scope of the modules procured as defined by the BCDA team if needed		
	G. Provider shall train IT administrators on current and new updates within the platforms		
	II. Technical Specifications:		
	A. Identity and Access Management (IAM)		
	1. Should be able to support the following SSO integration protocols		
	● Active Directory SSO		
	● SAML 2.0 SSO		
	● OpenID Connect SSO		
	● RADIUS SSO		
	● LDAP SSO		
	● Custom API SSO		
	2. Should be able to support the following MFA factors		
	● Email		
	● SMS		

	● Voice		
	● 3rd Party OTP Generator		
	● First-party OTP Generator		
	● Push Notifications		
	● Biometric Factor		
	● WebAuthn Factors		
	● U2F/FIDO Keys		
	3. Should be able to automate provisioning and deprovisioning to Google Workspace		
	4. Should have own marketplace with application onboarding wizard for faster integration to well-known applications		
	5. Should be able to merge identity profiles into unified profiles		
	6. Should be able to manage password complexities		
	7. Should support passwordless scenarios		
	8. Should be able to source identities from multiple directories (AD, LDAP) and external Identity Provider sources (SAML 2.0)		
	9. Supports custom application access policies		
	10. Should support network-based access policy		
	11. Should support application-level MFA policy		
	12. Should include built-in application drawer and SSO portal		
	13. Should include built-in system logs and report dashboard		
	14. Should include platform APIs for authentication and user lifecycle		
	15. Should be able to integrate with 3rd party SIEM solutions via API		
	16. Should have customizable sign-in page		
	17. Should have customizable email notification messages		
	18. Should include events-based web hooks for extended automation		
	19. Should be deployed in a hyperscale SaaS model with built-in redundancy and disaster recovery		
	20. Should include at least 99.99% guaranteed platform uptime SLA		

	21. Platform should at least be 4 years in the market		
	B. Cloud Security Web Gateway (SWG)		
	1. Should include cloud-native forward cloud and web proxy with SSO, MFA and AD integration		
	2. Should include reverse proxy for managed cloud services and apps with IdP integration		
	3. Should include TLS traffic inspection including v1.3 natively with cloud performance and scale		
	4. Should support thousands of managed and unmanaged cloud services and apps		
	5. Should include granular policy controls including app instance and activity awareness		
	6. Should include application risk ratings and scoring mechanism		
	7. Should include analytics and reporting of user and system logs		
	8. Should include web URL filtering for 120+ categories, languages for 200+ countries, and 99.9% of the active web		
	9. Should include filtering of YouTube categories, translation services, safesearch, and silent ad blocking		
	10. Should include dynamic web page categorization for 70 categories, plus site lookup tool and reclassification service		
	11. Should be able to allow, block, or proceed with warning, plus custom alerts to system tray or web browser		
	12. hould include the ability to create custom web filtering categories plus allow and deny lists		
	13. Should be able to determine traffic inspection by URL category or domain		
	14. Should include a built-in anti-malware engine, client traffic exploit protection, and true file type analysis for data in-flight		
	15. Should be able to integrate with EPP, EDRs, or SIEMs		
	16. Should include unpacking and de-obfuscation with bare-metal sandboxing for portable executable (PE) files		
	17. Should include user and entity behavior analytics (UEBA) sequential anomaly rules to detect bulk uploads, downloads, deletes, plus proximity, failed logins, rare events, risky countries, and data exfiltration between company and personal instances		

	18. Should include data-in-motion DLP analysis for cloud services and apps, plus web traffic, files and forms		
	19. Should include regulatory compliance templates including GDPR, PII, PCI, PHI, source code, etc.		
	20. Should include predefined data identifiers for common file types with extended ability to customize regex, patterns, and dictionaries		
	21. Should include AI/ML standard document classifiers (e.g. resumes)		
	22. Should include incident management and remediation features		
	23. Should be deployed in a hyperscale SaaS model with built-in redundancy and disaster recovery		
	24. Should include at least 99.99% guaranteed platform uptime SLA		
	25. Platform should at least be 4 years in the market		
	C. Zero Trust Network Access (ZTNA)		
	1. Should provide a secure end-to-end connectivity using TLSv1.3 between remote end users' devices and private applications		
	2. Should include inline access policies that ensure that end users are directly connected only to the applications they are authorized to use and do not have broad network-level access		
	3. Should include support for browser-based access to web applications (e.g. HTTP or HTTPS applications) and for non-web / thick applications (e.g. SSH, RDP, Microsoft Windows Active Directory); support for both TCP and UDP protocols on almost all associated ports		
	4. Should support integration with single sign-on (SSO) providers to understand end users, groups and organizational units, ensuring only authorized end users can gain access to applications		
	5. Should be able to execute device security posture checking to ensure that only corporate devices meeting a specific security posture can access private applications		
	6. Should work on Windows or MacOS devices for private network access		
	7. Should support unlimited locations and sites for private access through lightweight proxies		

	8. Should include network events and alerts for private application access retained for analytics and reporting purposes		
	9. Should be deployed in a hyperscale SaaS model with built-in redundancy and disaster recovery		
	10. Should include at least 99.99% guaranteed platform uptime SLA		
	11. Platform should at least be 4 years in the market		
	III. Knowledge Transfer and Support		
	A. Should include technical administrator training workshops: 1. IAM administration training - 3 hours 2. SWG administration training - 3 hours 3. ZTNA administration training - 2 hours		
	B. Should include access to knowledge based for self-service troubleshooting		
	C. Should include 9x5 support access to local support resources		
	D. Should include 24x7 support via principal support process		
	E. Should include up to 1 hour response time for P1 issues		
	F. Should include the following workshops during project implementation: 1. Application discovery workshop - 2 hours 2. Security architecture workshop - 2 hours 3. Policy shaping workshop - 2 hours		
	G. Should include deployment hours to ensure proper setup and configuration of the platforms		
	H. Should include support handover process which includes knowledge transfers for the then-deployed platforms		
	I. Should have a dedicated project team resources responsible for managing the project deployment and providing technical support throughout the deployment phase		
	IV. Qualification of the Provider		
	A. Must be PhilGEPS registered		
	B. Must be a Certified Partner of the solution that will be deployed		
	C. Must have at least one assigned (1) Certified Engineer of the proposed platform that will assist in the deployment		
	D. Must have at least one (1) Certified Project Manager (Project Management Professional) assigned to manage the project resources, timeline, and commitments during the deployment		

	phase		
	E. Must have at least one (1) Solution Architect assigned to manage the technical solutioning with BCDA		
	V. Implementation Period		
	The implementation shall commence immediately upon the receipt of the Notice to Proceed. The deployment phase will have up to two (2) months of coverage upon receipt of the Notice to Proceed. The subscription length is up to twelve (12) months from the date of receipt of the Notice to Proceed.		
	VI. Payment Terms		
	In consideration of the Zero Trust Security deployment project, BCDA agrees to pay the total amount of the project inclusive of all applicable taxes and fees upon issuance of Certificate of Completion.		
Lot C	**NETWORK INFRASTRUCTURE ENHANCEMENT**		
	Scope:		
	The project includes all design, configuration, labor, materials, equipment, training and other services necessary for the completion of the BCDA Network Infrastructure Maintenance and Enhancement 2021 at BCDA Corporate Head Office, BGC Taguig.		
	Components:		
	1. Structured Cabling		
	LAN for **420 Nodes** -- The cabling system must be an end-to-end solution including LAN cabling requirements for Access Points, Printers and Biometric device.LAN for **420 Nodes** -- The cabling system must be an end-to-end solution including LAN cabling requirements for Access Points, Printers and Biometric device.LAN for **420 Nodes** -- The cabling system must be an end-to-end solution including LAN cabling requirements for Access Points, Printers and Biometric device.		
	A. UTP Cable		
	• Cat 6 4-Pairs UTP Cable Indoor		
	• Standard Compliance: ANSI/TIA-568-C.2, ENELEC-EN 50288-6-1, ISO/IEC 11801 Class E		
	• Cable Certification and Regulatory Compliance: RoHS 2011/65/EU, ISO 9001:2008		

	• Conductor Gauge, singles: The UTP Cable diameter must be 23 AWG		
	• Other Features: Pulling Tension, maximum of 11 kg | 25 lb		
	B. Patch Panel		
	• Type: 18x24 Ports; Rack Units: 2U		
	• Cable Certification and Regulatory Compliance: RoHS 2011/65/EU, ISO 9001:2008		
	• EC 60603-7 compliant plug T568A | T568B		
	C. Patch Cable		
	• Cat 6 4-Pairs UTP Cable Gray: 2 Meters Patch cord for IDF Cabinet and 3 Meters for Users. : 420 pcs each		
	• Factory Prefabricated		
	• Flammability Rating and Safety Standard		
	• Standard Compliance: ANSI/TIA-568-C.2, ENELEC-EN 50288-6-1, ISO/IEC 11801 Class E		
	D. Horizontal Manager		
	• Mountable to a standard 2 RU, 19" EIA racks and cabinets		
	• RoHS 2011/65/EU Compliant 3. ISO 9001:2008 Standard		
	E. Information Outlet Cat6: 420 pcs.		
	F. Faceplate: Simplex - 200 pcs; Duplex - 220 pcs		
	G. Compliance		
	• The Connectivity must be compliant to PoE meeting IEEE 802.3af and IEEE 802.3at for PoE applications. The connectivity must be 100% performance tested for confidence that each patch cord delivers specified performance wire map, NEXT and return loss.		
	H. Labor and Engineering:		
	• Project Management, Installation Cost, Testing & Commissioning, Safety		
	• Roughing ins & Conducting (IMC pipes)		
	• Ground and Bonding		
	• Labeling/Tagging (end to end) and As-Built Plans		
	I. Warranty		

	• Bidder should provide a one (1) year warranty against defects in materials or workmanship. The warranty covers repairing or replacing any defective parts, including onsite labor. At least twenty five (25) years system performance warranty on the manufacturer's cable, from the time of acceptance. Warranty starts from the date of acceptance.		
	2. Network Infrastructure Hardware		
	A. Core Switch, 24-ports Network Switch - 1 Unit		
	Specifications:		
	• 24 Ports 10/100/1000 Ethernet		
	• Total number of IPv4 routes: 32,000 (24,000 direct routes and 8000 indirect routes)		
	• Jumbo frames 9198 bytes		
	• Redundant Power Supply		
	• Available 715W AC 80+ platinum Config 1 Power Supply		
	• VLAN IDs 4094		
	• DRAM 8 GB, Flash 16 GB		
	• Total number of MAC addresses 32,000		
	• Switching capacity 208 Gbps - 640 Gbps, Forwarding rate 154.76 Mpps - 476.19 Mpps		
	• Management: Web UI, over-the-air access via Bluetooth, Command-Line Interface (CLI)		
	• Layer 3 capabilities, including OSPF, EIGRP, ISIS, RIP, and routed access		
	• Advanced network monitoring		
	• With 8 x 10GE Network Module		
	• Environmental: Reduction of Hazardous Substances (ROHS) 5		
	• Warranty: 3 Year		
	B. 48-ports Network Switch - 9 Units		
	Specifications:		
	• L3 managed, 48 x 10/100/1000 + 2 x 10GE combo + 2 x 10GE SFP+, rack-mountable		
	• Stacking bandwidth 80 Gbps or higher		

	• Supported Stacking up to 8 Units		
	• Support Secondary Power Supply		
	• PoE, PoE+ and 60W PoE (375W)		
	• Support for up to 4000 active VLANs simultaneously		
	• RAM 512 MB, Flash memory 256 MB		
	• MAC addresses 16,000		
	• Switching capacity 176 Gbps, Forwarding rate 130.94 Mpps		
	• Management: Web UI, over-the-air access via Bluetooth, Command-Line Interface (CLI)		
	• Layer 3 capabilities, including OSPF, EIGRP, ISIS, RIP, and routed access		
	• Advanced network monitoring		
	• Stacking Module: 4x 1G network module		
	• Compliance standards UL 60950, FCC Part 15 A, CSA 22.2		
	• Environmental: Reduction of Hazardous Substances (ROHS) 5		
	• Warranty: 3 Year		
	C. AD/DHCP/DNS Server - 1 Unit		
	Specifications:		
	• Form Factor: Rack Mounted		
	• Processor: Intel Xeon processor 6-core or higher		
	• Cache Memory: : 8.25 L3 Cache		
	• Operating System: Microsoft Windows Server with 200 CAL		
	• Memory: 128GB DDR4 DIMM slots up to 2933 MT/s		
	• Internal Storage: 4x500 GB RAID 1 or higher		
	• Slots: 2 x PCIe Gen3 slots		
	• Network Controller: 2-port 1GbE		
	• Power Supply: 2X500W Hot Plug Power Supply		
	• Ports: USB 3.0		
	• Environmental: Reduction of Hazardous Substances (ROHS) 5		
	• Warranty: 3x3x3 years (parts,labor,onsite)		

	Others:		
	• Rail Kit, LAN cable		
	3. Training		
	• Technical training/Knowledge Transfer of all main systems for all admin.		
	4. Preliminaries and Labor		
	• Installation, Configuration (including migration, if possible), Testing and Commissioning of All Systems/Software included on All Equipment.		
	• Services: Project management, Mobilization/Demobilization, Roughing ins.		
	• Documentations and As-built plans.		
	• Must be an authorized service partner and reseller of the product/unit being offered. Please present any proof (Distributorship Cert., MAF, etc.).		
	• After-sales support: One (1) year 8x5 or next business day		
	• Other: Inclusive of all incidental accessories, peripherals, and components required in the project.		
	5. Others Requirements		
	● Permits: Process and secure all necessary permits and pay all fees incidental to the acquisition of the required permits.		
	● Construction Safety and Health Program: Shall observe the required standards of health, safety and procedures. Shall observe BCDA and the Building admin house regulations.		
	● Bidder must have at least one (1) employed Certified Data Center Professional (CDCP) for at least three (3) years.		
	● Bidder must conduct a preliminary site survey for BCDA Taguig. A copy of the site report must be submitted.		
	6. Implementation Period		
	The implementation shall commence immediately upon the receipt of the Notice to Proceed. The delivery, installation, and configuration will have up to ninety (90) calendar days of coverage upon receipt of the Notice to Proceed.		
	7. Payment Terms		
	In consideration of the Network Enhancement deployment project, BCDA agrees to pay the total amount of the project		

	inclusive of all applicable taxes and fees upon issuance of Certificate of Completion.		

Bidder's Authorized Representative:

_____
  Signature over Printed Name

_____
  Principal Bidder / Supplier

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Documents</u>

☐ (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).

<u>Technical Documents</u>

☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

<u>Financial Documents</u>

☐ (k) The Supplier's audited financial statements for **2020,** showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions; **and**

☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule (s).

Annex "A"

Bidding Forms

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

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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agentCurrencyCommission or gratuity

_____

_____

_____

(if none, state "None") *]*

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from 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: _____

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.

<div align="center">

[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]

</div>

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]

Sample Forms: Goods and Services for Ongoing and Completed Contracts

**Statement of All Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**

_____

Business Name   : _____

Business Address   : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/ Address/ Contact Number	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							

*Continue in a separate sheet if necessary..

Submitted by   : _____
                        Signature over Printed Name of Authorized Representative

Date   : _____

Note:
❏ If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
❏ The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

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

_____

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/Address/ Contact Number	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:
This statement shall be supported by ANY of the following:
- ❏ End User's Acceptance; or
- ❏ Official Receipt of the last payment received; or
- ❏ Sales Invoice

**Procurement of Integrated Security Suite - Endpoint Security,
Data Security and Analytics and Network Infrastructure Enhancements
SCHEDULE OF BIDDING ACTIVITIES***

No.	ACTIVITIES	DATE/SCHEDULE (2021)
1	Pre-Procurement Conference	17 November 2021 (Wednesday)
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	23 November 2021 (Tuesday)
3	Issuance of Bid Documents	23 November 2021 (Tuesday)
4	**Pre-Bid Conference**	**10:00 AM, 01 December 2021 (Wednesday)**
5	Deadline for Request for Clarification, if any	06 December 2021 (Monday)
6	Issuance of Bid Bulletin, if any	08 December 2021 (Wednesday)
7	**Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal**	**09:00 AM, 15 December 2021 (Wednesday)**
8	**Opening of the ff: Eligibility Requirements and the Financial Proposal**	**10:00 AM, 15 December 2021 (Wednesday)**
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	16 December 2021 (Thursday)
10	Presentation of Detailed Bid Evaluation	11:30AM, 17 December 2021 (Friday)
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	18 December 2021 (Saturday)
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	20-21 December 2021 (Monday-Tuesday)
12	Deliberation by BAC of the Results of Post qualification	22 December 2021 (Wednesday)
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 24 December 2021 (Friday)
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 27 December 2021 (Monday)
15	Issuance of Notice to Proceed and Contract Signing	On or before 30 December 2021 (Thursday)

***Subject to change**

Republic of the Philippines

gppb