PHILIPPINE ECONOMIC ZONE AUTHORITY

Re-Bidding of the Procurement of Email Collaboration Security and Mobile Security Licenses for End Point Protection (PEZA-HO-2024-12)

Government of the Republic of the Philippines

(2024)

Table of Contents

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

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Re-bidding of the Procurement of Email Collaboration Security and Mobile Security Licenses for End Point Protection (PEZA-HO-2024-12)

1. The **Philippine Economic Zone Authority** through the **Corporate Budget for the Year 2024** intends to apply the sum of **Three Million Nine Hundred Twenty Six Thousand and Four Hundred Pesos in Philippine Currency (₱ 3,926,400.00) being the ABC to payments under the contract for the Re-bidding of the Procurement of Email Collaboration Security and Mobile Security Licenses for End Point Protection (PEZA-HO-2024-12).** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Philippine Economic Zone Authority now invites bids for the above Procurement Project. Delivery of the Goods is *required within the specified period stated in Section VI. Schedule of Requirements*. Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from Philippine Economic Zone Authority and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays, 9:00AM to 4:00PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **12 November 2024** from the given address and website(s) below www.peza,gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱ 5,000.00)** The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

   Interested bidders shall send an email at bacsec@peza.gov.ph for the issuance of order of payment. All PEZA transactions and fees can only be paid through https://epay.peza.gov.ph.

6. The Philippine Economic Zone Authority will hold a Pre-Bid Conference on **20 November 2024 10:00 AM** at **8th Floor, Double Dragon Center West Building, DD**

Meridian Park, Macapagal Avenue, Pasay City and/or **through video conferencing or webcasting via Microsoft Teams**, which shall be open to prospective bidders.

7. Interested bidders shall inform the PEZA-BAC, through its Secretariat, by sending an email at **bacsec@peza.gov.ph**, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference.

8. **Hard copies and soft copies of bids (1 original, 1 copy and a soft copy in USB)** must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **04 December 2024**, **12:00 PM**. Late bids shall not be accepted.

   To ensure the proper submission of bids, all bidders are required to submit a single, securely sealed and appropriately marked "Mother Envelope" containing all the necessary documents outlined in this ITB and Section VIII of the bidding documents. Each envelope must be clearly labeled and include the following details:

   1. Name/Project Title of the contract to be bid;
   2. Name and address of the bidder;
   3. Recipient Bids and Awards Committee (BAC)/Procuring Entity (PE); and
   4. "Do not open before [date/time of opening of bids]"

   Contents of the Mother Envelope:

Envelope 1 (Original Copy)	Envelope 2 (Copy of Original Copy)
COPY 1: Technical Component Envelope • Must be in accordance to Section 8 of this Bidding Document	COPY 2: Copy of Technical Component Envelope
COPY 1: Financial Component Envelope • Must be in accordance to Section 8 of this Bidding Document	COPY 2: Copy of Financial Component Envelope
• USB Copy	

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on **04 December 2024**, **3:00 PM** at the **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and through video conferencing or webcasting via Microsoft Teams to observe social distancing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Activity	**Schedule**
Posting of Invitation to Bid	12 November 2024
Issuance and Availability of Bid Documents	12 November 2024 – 04 December 2024
Pre-Bid Conference	20 November 2024, 10:00 AM
Deadline for Submission of bids	04 December 2024, 12:00 PM
Opening of Bids	04 December 2024, 3:00 PM

11. The Philippine Economic Zone Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

    Philippine Economic Zone Authority
    Bids and Awards Committee (BAC) Secretariat
    8th Floor, Double Dragon Center West Bldg., DD Meridian Park,
    Macapagal Avenue Pasay City
    Email: bacsec@peza.gov.ph
    Tel. No. 8551-3451 local 338
    www.peza.gov.ph

14. You may visit the following websites: For downloading of Bidding Documents: *http://www.peza.gov.ph/bid-opportunities*

07 November 2024

(Original Signed)
ANIDELLE JOY M. ALGUSO
CHAIRPERSON

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority* wishes to receive Bids for the **Re-bidding of the Procurement of Email Collaboration Security and Mobile Security Licenses for End Point Protection (PEZA-HO-2024-12).**

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2024* in the amount of ₱ 3,926,400.00.

2.2. The source of funding is:

GOCC and GFIs, the proposed 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. 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:

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

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

6. Origin of Goods

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

7. Subcontracts

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project **on 10:00AM, 20 November 2024** at its physical address *PEZA Conference Room 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City* and/or through videoconferencing/webcasting via Microsoft Teams 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 **(5) Years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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

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

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

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

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing 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 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *Cyber Security Projects* b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Sub-contracting is not allowed
12	The price of the Goods shall be quoted 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with International Commercial Terms (INCOTERMS) for this project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **₱78,528.00** if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **₱196,320.00** if bid security is in Surety Bond.
19.3	The Procurement of Email Collaboration Security and Mobile Security Licenses for End Point Protection (PEZA-HO-2024-06) will be procured in one (1) Lot.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**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 the Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with INCOTERMS." "The delivery terms applicable to this Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay 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 at the Project Site is **Management Information Systems Department (MISD)** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: 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.

	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	The terms of payment shall be as follows: *(Please refer to payment terms under Section VII)*

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	**Email Collaboration Security and Mobile Security Licenses for End Point Protection (PEZA-HO-2024-06)**	1	Lot	**60 Days -** Total Completion Breakdown: - 30 Days - Delivery Period - 30 Days – Implementation Period *(refer to Section VII of the Bid Document for complete details)*

I hereby certify to comply and deliver all the above requirements

_____

Name of Company/ Bidder

_____

Signature Over Printed Name of Representative

_____

Date

Section VII. Technical Specifications

Email Collaboration Security and Mobile Security Licenses for End Point Protection

Instructions: Bidders must indicate whether they "Comply" or "Not Comply" with each specification's requirements, along with the page number of the relevant document.

				Statement of Compliance Please state whether "Comply" or "Not Comply"
Lot	**Item**	**Specifications**		
1	**1**	**Email and Collaboration Security**		
		Basic Requirements	The solution should offer a holistic approach to email security with purpose-built protection for email and collaboration apps, and enriched with XDR, and Attack Surface Risk Management capabilities.	
			The solution must have participated with strong performance and impressive results in MITRE Engenuity ATTACK Evaluations	
			The solution must be recognized as a Strong Performer or a Leader in the latest Forrester Wave™: Enterprise Email Security	
			The solution must be named a Leader in the latest Forrester New Wave™: Extended Detection and Response (XDR), Q4 2021.	
			The solution must be named a Leader in the Garner's MQ - EPP for Trend's completeness of vision and ability to execute Q4, 2023.	
		Deployment	The solution must provide flexible deployment options (e.g. MX, API, or API+Inline mode)	
			The solution must be able to scan both inbound and outbound (north-to-south) email traffic.	
			The solution must be able to scan internal-to-internal (east-to- west) email traffic.	
			The solution email protection capability must support both M365 and Gmail cloud email services or Google Workspace.	

			The solution must have a collaboration protection capability to detect malicious files found in SharePoint, OneDrive, Teams, Google Drive, Box, and Dropbox.	
			The solution's provisioning process should be simple and user- friendly with a detailed step-by-step guide.	
			The solution should allow deployment/access to any/all features without a sales order required. In addition, it should also allow customers ease of deployment to advanced features simply by turning them on.	
		Email Protection	The solution must have an IP reputation checking capability to block emails from known sources of spam emails (RBL)	
			The solution must protect against spam, malware, phishing, BEC, and ransomware email attacks.	
			The solution should be able to identity and detect graymail based on their category (e.g. marketing and newsletter, social network notifications, forum notifications, bulk email message)- line break -The solution should support file sanitization (or Content Disarm and Recovery) to neutralize all unfamiliar code hiding in emails that contain active content such as macros in the email attachments.- line break -The solution should have an attachment password guessing capability which attempts to find passwords in email content to access password-protected attachments, making it possible to scan and detect any malicious payload in these files.	
			The solution must have a predictive machine learning scanning capability to find unknown malware before cloud sandboxing and improve delivery efficiency.	
			The solution should support cloud sandboxing of suspicious file attachments	
			The solution must have a predictive machine learning scanning capability to find unknown malware before cloud sandboxing and improve delivery efficiency.	
1	**1**	**Email Protection**	The solution should support cloud sandboxing of suspicious file attachments	
			The solution should leverage artificial intelligence (AI)-based computer vision to analyze branded website elements and recognize fake sites to protect users against credential phishing.	

			The solution's BEC detection should support adding and maintaining a list of high-profile users (HPU) and high-profile domains (HPD).	
			The solution should check for unusual signals or behaviors in email (e.g. the sender has not sent any email in at least the past 30 days, unfamiliar sender discussing payment related issues, etc.)	
			The solution should provide account takeover protection and alert if an account has been compromised to steal data, deliver malware, or conduct internal and supply chain phishing.	
			The solution should offer Data Loss Prevention (DLP) capability both for email messages and files in cloud collaboration services.	
			The solution must be able to retro-scan historical email messages to identify and stop previously unknown or undetected threats in messages, such as spam, phishing, and malware, and take automated remediation actions using the latest pattern files and machine learning technologies.	
			The solution must be able to run a manual scan and perform an on-demand scan of targets including exchange mail stores, SharePoint sites, and file stores.	
		Management and Operations	The solution should be able to consolidate SaaS, on-prem, gateway, and API email protection into one seamless platform.	
			The solution should provide a centralized visibility and management platform across gateway and API-based email solutions including email XDR and correlation with Identity Security, Endpoint Security, Server Security and Network detection and response in a single platform.	
			The solution should provide an email asset inventory and be able to display the organization's email assets including all email accounts, all domain accounts, and all managed email servers on-prem.	
			The solution must offer seamless Email Detection and Response (Email DR), ASRM, and Awareness Training integration.	

			Must be able to identify your most targeted users in the organization and set-up conditional access policies for the risky users.	
			The solution should have the capability to automate a variety of actions using Security Playbooks to help reduce workload and speed up security tasks and investigations.	
			The solution should have the capability to create playbooks from scratch or use built-in templates to suit the organization's specific needs.	
			The solution should be capable of integrating with a cybersecurity platform that can manage the organization's Email, Identity, Endpoint, Cloud, Network, OT Security, XDR, and Zero Trust solution in a single console.	
1	**1**	**Management and Operations**	The solution should provide insights into the organization's security posture using an Executive level dashboard. Must be able show the company's overall risk score, individual asset risks, a view of ongoing attacks and their contributing risk factors.	
			The solution should be able to display MITRE ATT&CK Mapping for tactics and techniques detected in the organization.	
		API and Third-party Integration	The solution must be able to integrate with Microsoft Information Protection (MIP) to decrypt and scan MIP- encrypted emails and files.	
			The solution must be able to integrate with Microsoft Identity Protection (MS Entra ID) to control risky users' access to resources by configuring conditional access policies.	
			The solution must be able to integrate with common SIEM and SOAR products.	
			The solution should be able to generate API keys utilizing role- based access control for more granular permissions. API keys should have the option to expire and disabled from the management console.	
			The solution should also have the capability to integrate with other third-party solutions via API or native integration.	

		Platform Requirements	The solution should provide a unified platform that enables security teams to run a root cause analysis, investigate the execution profile of an attack, and identify the scope of impact across assets such as email, endpoint, server, cloud and networks.	
			The solution should offer a credit-based licensing model for flexibility and freedom to deploy additional modules/services without the hassle of individual licenses.	
			The solution should be certified with the following international compliance standards: ISO 27001, ISO 27017, ISO 27014, SOC 2/3.	
	2	**Extended Detection and Response for Email**		
		Detection and Correlation	The solution should offer XDR cross-layer or beyond email data correlation with identity, endpoint, network, and other vectors.	
			The solution should include predefined detection models which combine multiple rules, and filters using techniques such as machine learning and data stacking. It should be regularly updated to improve threat detection capabilities and reduce false positive alerts.	
			The solution should have the ability to enable or disable detection models and add/configure detection model exceptions based on the organization requirements.	
			The solution should be able to analyze and determine if certain indicators signal an ongoing attack, enabling IT Admins and SOC team to take timely prevention, investigation, and mitigation actions against targeted attack campaigns.	
			The solution should list all the events that are mapped into the MITRE ATT&CK framework, the SOC Analyst can use these events as starting point to do further investigations.	
			The solution should provide more context with mapping to the MITRE ATT&CK TTPs for faster detection and higher fidelity alerts.	

1	**2**	**Investigation and Incident Management**	The solution should have the capability to write custom search queries, add the saved queries to the watchlist, and automatically execute them against the latest telemetry data on an interval basis.	
			The solution should be able to provide consolidated investigation and response capabilities across email, identity, endpoints, and networks.	
			The solution should be able to pivot from a user account compromise alert to workbench investigations or attack surface risk assessments.	
			The solution should have an AI-powered chatbot (AI Companion) to guide with the investigations and automatically provide answers to any questions related to cybersecurity.	
			The solution should generate a root cause analysis, investigate the execution profile of an attack – including associated MITRE ATT&CK TTPs – and identify the scope of impact across assets.	
			The solution should be able to enhance the visual graphical view of an attack by enabling ASRM for additional asset discovery, visualizing its relevance, tracking, monitoring, and analyzing attack patterns.	
			The solution should support tagging of MITRE tactics, techniques and procedures used by the attacker in alerts and incidents.	
		Response	The solution must provide a unified platform that enables security teams to take immediate response and track actions across email, identity, endpoints, and networks.	
			The solution should be able to take response actions directly from the platform's investigation workbench.	
			The solution should be able to automate response and remediation actions by identifying compromised accounts, applying advanced analytics, streamlining response rules, and making contextualized decisions from the platform's security playbook.	
			The solution should have the ability to Add or Remove supported indicators of compromise to the block list, including but not limited to File hash, URL, IP address, and Domains.	

			The solution should have the ability to moves the selected email message to the quarantine folder and quarantine the message from all affected mailboxes.	
			The solution should have the ability to Disable User Account which will prevent the user from signing in any new session.	
			The solution should have the ability to Force Sign Out which will sign the user out of all active application and browser sessions.	
			The solution should have the ability to Force Password Reset which forces the user to create a new password during the next sign-in attempt.	
		Threat Intelligence	The solution should be able to prevent or mitigate cyberthreats and other email attacks with vendor or customer feed threat intelligence.	
			The solution must support automatic and manual sweeping based on vendor curated and third-party custom intelligence to search your environment for indicators of compromise.	
			The solution should allow you to perform sweeps identifying indicators of compromise (IoC) and indicators of attack (IoA).	
1	**2**	**Threat Intelligence**	The solution should allow a SOC analyst to manually add IoCs such as File Hashes, IP Addresses, Domains, and URLs as part of the custom intelligence.	
			The solution should be able to view information about suspicious objects obtained by analyzing the suspicious file in a sandbox, a secure virtual environment.	
			The solution should allow a SOC analyst to build custom intelligence by subscribing to third-party threat intelligence feeds using standards such as STIX and TAXII.	
			The campaign intelligence data must include - Intelligence Reports, TTPs, Tools, Malicious Software Used, Associated CVEs, and Indicators.	
	3	**Mobile Security**		

		Basic Requirements	The bidder shall propose a mobile security solution that shall protect against mobile threats, provide out of date OS notifications, map vulnerabilities, provide mobile app reputation service/system and provide risk telemetry.	
			The solution must have a single view for enterprise users, supporting device location tracking and inventory management in addition to providing single-click deployment of data protection policies.	
			The solution shall provide instant summary views of compliance, inventory, protection, and the health of all devices. Mobile Security also provides visibility into the number, types, and configuration of devices that are accessing corporate resources.	
			the solution shall Identify and block apps that pose a security, privacy, and vulnerability risk by correlating installed app data against a mobile application reputation database of known malicious applications.	
			The solution shall provide Mobile device management capabilities and integration with third-party mobile device management (MDM) solutions .	
			Risk data can be pulled from devices to allow for threat detection and response as well as continuous risk assessment of devices and users.	
			The solution Identifies and protects against ransomware and other types of zero-day malware using pre-execution machine learning.	
			The solution must be directly integrated into the single XDR platform for simpler management and visibility together with email security, and email XDR.	
			the solution Shares threat information with other security layers to guard against persistent and targeted attacks.	
			The solution must block access to malicious and phishing websites, preventing access to malicious code and potential data leaks.	
			The solution Determines risks of devices and identities by correlating mobile telemetry with endpoint, network, email, and directory services.	

		Mobile Device Management	The solution shall provide deployment and control of mobile devices without the need for a third-party MDM solution.	
			The solution shall Improve mobile device control, visibility, and security via access permissions and security policies management, monitoring, and enforcement.	
1	**3**	**Mobile Device Management**	The solution shall combine deployment, enforcement, and security solution for mobile devices.	
	General Requirements			
		Compliance & Certification	The proposed vendor should have the following certification and certification frameworks: 1. Service Organization Control 2 standards (SOC 2)	
			2. Cloud Security Alliance (CSA)	
			3. Security, Trust, & Assurance Registry (STAR) Attestation Level 2	
			4. PCI DSS, HIPAA, NIST	
		Quality Assurance	1. The Principal must have a website where information and descriptions on product specifications can be viewed by the end-user.	
		Quality Assurance	2. Principal's website should have downloadable manuals and other related media.	
			3. Principal must have a Technical Support or Customer Support Website.	
			4. The proposed solution must be from a global cybersecurity leader company and must be in the industry for at least 10 years.	
		Compatibility	Must be the same brand as the Agency's existing endpoint security platform.	
		Supported Platform	Mobile Security- Android; iOS/iPadOS, Chrome OS	
			Email and Collaboration - Exchange and Google Workspace	
		Licenses	Email and Collaboration Security - Core - 800 Licenses	
			XDR Add-on: Email - 800 Licenses	
			Mobile Security as a Service - 90 Licenses	
		License Validity	3 Years	
		Deployment	Installation, configuration, testing, and troubleshooting	

		Knowledge Transfer	Complete features, administration, and configuration of the product	
		Project Completion	Delivery Period - 30 days	
			Implementation - 30 days	
			Total Completion - 60 Days	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **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) Duly signed Schedule of Requirements in accordance to Section VI of this bid document; **and**

☐ (g) 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

☐ (h) 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

☐ (i) 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

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

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

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

☐ (l) *[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.

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

Standard Bidding Forms not included in this Bid Document may be downloaded at the gppb website link as follows: https://www.gppb.gov.ph/downloadable-forms/#tab-61412

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

[shall be submitted with the Bid]

Business Name : _____

Business Address : _____

Name ofClient/ Contact Person/Contact Number/Contact Email Address	**Date of the Contract**	**Title of the Project inthe Contract**	**Kindsof Goods**	**Total Amount of Contract**	**Value of Outstanding Contracts**	**Date of Delivery**
Government						
Private						

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the PEZA]** and private contracts which may be **similar or not similar** to the project subject of the bidding) as of the deadline for the submission of bids.

ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or its equivalent term.

iii. The total amount of the ongoing and awarded but not yet started contracts must be consistent with those used in the Net Financial Contracting Capacity (NFCC).

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[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 of agent	Amount and Currency	Purpose of Commission 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 *[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: _____

Statement of Single Largest Completed Contract which is similar in Nature

[shall be submitted with the Bid]

Business Name : _____

Business Address : _____

Name of Client/ Contact Person/Contact Number/Contact Email Address	Date of Contract	Title of the Contract/Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance	End User's Acceptance or Official receipt(s) issued for the Contract

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

s

a. 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 following requirements:

   i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; and

   ii. It should have been completed (i.e., accepted) within five (5) years prior to the deadline for the submission of bids.

Note: Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance and/or Completion from the bidder's client, or an Official Receipt or a Sales Invoice.

Republic of the Philippines
gppb
Government Procurement Policy Board