PHILIPPINE BIDDING DOCUMENTS

Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection

Government of the Republic of the Philippines

Bidding No. 23-013
02 June 2023

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.
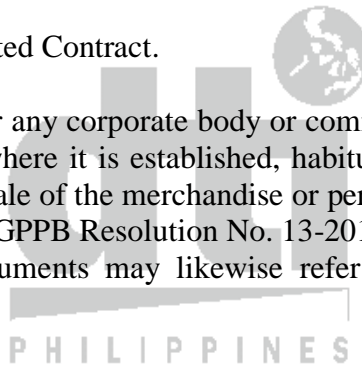
Section I. Invitation to Bid

Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2023 and/or continuing appropriations intends to apply the sum of **Four Million Five Hundred Thousand Pesos (PhP4,500,000.00)** being the ABC to payments under the contract **Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection (Bidding No. 23-013).** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Department of Trade and Industry now invites bids for the **Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection**. The Services must be completed within **Five (5) calendar days upon receipt of Notice to Proceed.** Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

4. Prospective Bidders may obtain further information from Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **05 June 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.

6. The Department of Trade and Industry will hold a Pre-Bid Conference on **13 June 2023, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Zoom Meeting link is contained in Section III (Bid Data Sheet).

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9 AM of 26 June 2023.** Late bids shall not be accepted.

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

9. Bid opening shall be on **26 June 2023, 9:30 AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The bidders may submit their bids in any of the following form:
    10.1.   Physical submission of the documents on the address stated below; or
    10.2.   Electronic submission of bids with the following guidelines:
       10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
       10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
         * If the first file was successfully opened, the two (2) remaining files shall be disregarded.
         * If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
         * If the first and second file were corrupted, the third file shall be opened.
         * If the third file was corrupted, the bidder shall be automatically disqualified.

11. The Department of Trade and Industry 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:

    Mary Ann D. Yulas
    Officer-in-Charge, Procurement Management Division
    Human Resource and Administrative Service
    Department of Trade and Industry
    G/F, Trade and Industry Building
    361 Sen. Gil Puyat Avenue, Makati City

Tel. No: +63 (2) 7791-3363/3367
Email: **MaryAnnYulas@dti.gov.ph**
Website: **www.dti.gov.ph**

13.   You may visit the following websites:

For downloading of Bidding Documents:
https://notices.philgeps.gov.ph/
https://www.dti.gov.ph/good-governance-program/transparency-
seal/bac-resources/

For online bid submission:

BACSecretariat@dti.gov.ph

02 June 2023

SGD.

LEONILA T. BALUYUT
Assistant Secretary
Chairperson
DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids for the **Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection**, with identification number **23-013**.

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

a. The GOP through the source of funding as indicated below for 2023 in the amount of **Four Million Five Hundred Thousand Pesos (PhP4,500,000.00).**

b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially

capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

    i.   When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

    ii.   Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

    iii.   When the Goods sought to be procured are not available from local suppliers; or

    iv.   When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the

specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

b. 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 for **one hundred twenty (120) calendar**

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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the

2016 revised IRR of RA No. 9184.

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

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

19.4. The Project shall be awarded as follows:

One Project having several items 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

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. **License Subscription to Web Application Firewall (WAF), or WAF and Application Programming Interface (API) Protection;** b. completed within **three (3) years** prior to the deadline for the submission and receipt of bids. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
7.1	Subcontracting is not allowed.
8	The Department of Trade and Industry will hold a Pre-Bid Conference on **13 June 2023, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Join Zoom Meeting https://zoom.us/j/98690041912?pwd=clBGL2h1cVo3SWZET3VINXdLa3NlUT09 Meeting ID: 986 9004 1912 Passcode: BAC2023
10.1	Submission of updated PhilGEPS Certificate (Platinum Membership) with updated/valid "Annex A" (Eligibility Documents) is required pursuant to **GPPB Resolution No. 15-2021, dated 14 October 2021:** https://www.gppb.gov.ph/issuances/Resolutions/GPPB%20Resolution%20No.%2015.%202021.pdf *PhilGEPS Certificate (Platinum Membership)* x x x For the purpose of updating the Certificate of Registration and Membership, **all Class "A" eligibility documents mentioned in this section supporting the veracity, authenticity and validity of the Certificate shall remain current and updated.** The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated.

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 **Ninety Thousand Pesos (PhP90,000.00)**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b The amount of not less than **Two Hundred Twenty-Five Thousand Pesos (PhP225,000.00)** if bid security is in Surety Bond.
15	a. Physical Submission: Each Bidder shall submit **one (1)** original and **three (3)** copies of the first and second components of its bid. b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).
17	Bid opening shall be on **26 June 2023, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Join Zoom Meeting https://zoom.us/j/95733727829?pwd=Zk1yU1pYNmIvTjNQeHJoZTYxWnUrUT09 Meeting ID: 957 3372 7829 Passcode: BAC2023
19.3	The lot(s) and reference is/are: | Project Title	Approved Budget of the Contract
Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection (Bidding No. 23-013)	**PhP4,500,000.00**	

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally   liable to   the   Procuring   Entity.
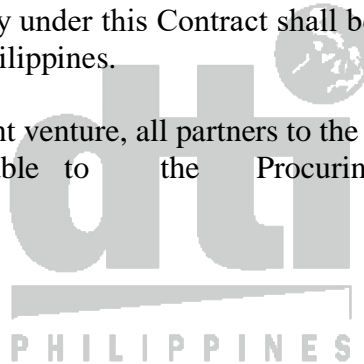
Section V. Special Conditions of Contract
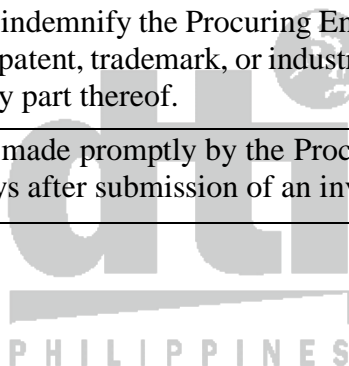
Special Conditions of Contract

GCC Clause	

1	**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:
	
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS."
	
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered *[indicate place of destination].* 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*:*
	
	ROLANDO T. MEDRANO, JR.
	Director
	Information Systems Management Service
	Trade and Industry Building,
	361 Sen. Gil Puyat Avenue,
	Makati City
	
	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.

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 [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months 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 | Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier. |

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	Delivered, Weeks/Months	Statement of Compliance
1	**Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection** Delivery Area: 361 Sen. Gil Puyat Ave., Makati City	1 lot	5 calendar days upon receipt of Notice to Proceed	

Conforme:

_____   _____   _____
   Name & Signature of the   Name of Company   Date
 Authorized Representative

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	**Procurement of One Year License Subscription to Web Application Firewall (WAF) and Application Programming Interface (API) Protection** **1. PROJECT DESCRIPTION/RATIONALE:** Web applications are becoming a more important part of how businesses operate on a daily basis. However, this dependency also increases the possibility of cyberattacks, which can compromise confidential information and cause disruptions in corporate operations. Using a web application firewall (WAF) with Application Programming Interface (API) protection is one efficient way to reduce these risks. A WAF and API Protection (WAAP) solution uses a variety of security technologies, including a web application firewall (WAF), bot mitigation, and API protection, to detect and block attacks against web applications and APIs. It is a security solution that aids businesses in defending the web applications and APIs against a range of online dangers, such as SQL injections and cross-site scripting (XSS) assaults. Incoming traffic to the web application or API is analyzed by this solution, and any requests that are deemed malicious or suspicious are blocked. As DTI leverages on subscribed resources to host servers, applications, and web service applications to increase employee productivity and develop excellent online services to the public, it is essential to keep these applications and the content they access secure. WAF with API protection can improve DTI's overall security posture and help it stay ahead of emerging cyber threats. As cyberattacks become more sophisticated and frequent, it is essential to have robust security measures in place to protect against them. **2. OBJECTIVES:** The project aims to: 2.1 Protect DTI deployed web applications and APIs with industry-leading, SaaS-based web	*[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer,*

application firewall (WAF) and bot protection, advanced API security, and L3-L7 DDoS defense.

2.2 Provision of WAF and API protection solution that leverages machine learning and behavioral analytics to detect and respond to new and evolving threats that delivers comprehensive visibility and reporting into application security posture and risk.

3. TECHNICAL SPECIFICATIONS:

The proposed Web Application and API Protection (WAAP) solution should be:

3.1 A SaaS Solution that is running out of over 20+ PoPs with all PoPs running in ANYCAST in order to ensure Global Availability;

3.2 The OEM running PoP should not be running their PoP in any public cloud to avoid dependency of cloud providers SLA;

3.3 Provide Organization capability to restrict usages of specific PoP only by Bring your own IP services (/24 Pool);

3.4 Proposed WAAP SaaS Solution should have direct API integration with AWS, GCP, AZURE - to attach its VPC/VNETs with SaaS Network privately;

3.5 The Proposed SaaS Based WAAP solution should support unlimited management user account with RBAC;

3.6 Proposed SaaS Based WAAP solution should support SSO for access management using OKTA, Google, Azure AD;

3.7 The SaaS Management console should be capable of Multi Factor Authentication;

3.8 The SaaS Platform must support Origin configuration with multiple Destination endpoints to provide load balancing;

3.9 The SaaS Platform must support the following options for origin pool specification:

samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

	3.9.1	Public DNS name of Origin Server	
	3.9.2	IP Address of Origin Server on a Site (private IP of origin server)	
	3.9.3	Public IP of the Origin Server	
	3.9.4	DNS name of origin server on a Site (internal domain name of origin server)	
	3.9.5	Kubernetes Service name of origin server on a site (like EKS/AKS/ or Vanilla K8S)	
	3.9.6	Consul Service Name of origin server on a site	
3.10		Origin Pool definition should support different load balancing methodologies:	
	3.10.1	Round Robin	
	3.10.2	Least Request	
	3.10.3	Ring Hash	
	3.10.4	Random	
3.11		The Platform should be able to attach custom health check on TCP as well as HTTP/S level;	
3.12		Health checks on the origin pool are done every 1 second;	
3.13		Origin pool definition should allow attachment of more than one health monitor probe;	
3.14		SaaS Platform should be able to customize the TLS connection attributed between PoPs to Origin such as SNI;	
3.15		Selection, Security Level, Origin Server Verification, MTLS;	
3.16		Origin Pool Definition should permit configuration of Connection timeout for TCP connections;	
3.17		Solution Platform should provide ability to define HTTP Idle timeout;	

	3.18	SaaS platform must have ability to define Circuit Breaker configuration - this should provide mechanism for watching failures in upstream connections or requests and if the failures reach a certain threshold, automatically fail subsequent requests which allows to apply back pressure on downstream quickly;	
	3.19	WAAP Platform must support outlier detection, which should help determine whether some hosts in an upstream cluster are performing unlike other (like giving more 5xx responses to genuine requests etc) and remove them from health load balancing sets;	
	3.20	WAAP SaaS platform should provide ability to define panic threshold based on percentage when the number of available origin servers goes below specified count of healthy nodes;	
	3.21	SaaS platform should support turning on or off HTTP2 in backend;	
	3.22	SaaS platform should be able to attach more than one frontend domain name with same HTTP load balancer;	
	3.23	SaaS Platform must support both HTTP and HTTPS load balancing with no limits to bandwidth or number of origin servers;	
	3.24	SaaS Platform must support non-standard frontend port for publishing HTTP/HTTPS web assets towards internet;	
	3.25	Platform should support Ability to attach multiple origin pools and should support active, Active load balancing towards the origin servers as well as DC DR.	
	3.26	SaaS Platform must Support capabilities to define HTTP routes. The following options should be available in HTTP Routes:	
	3.26.1	System should support Simple, Complex and Redirect Routes	
	3.26.2	Simple Routes should be able match on Method definitions and Path match	

with path options such as prefix, Exact Path, Regex.

3.26.3   On match of simple route - system should support host rewrites, Request & Response Header insertion, Prefix Rewrites etc.

3.26.4   Complex Routes should be able to define match criteria such as Method, Path , Query Parameters, Headers and support actions such as Redirect to different origin , attach different WAF policy per route, manipulate request / response Headers.

3.27   SaaS Platform should support Auto Certificate generation for delegated Domains or for non-delegated domain should support Certificate minting

3.28   SaaS WAAP should also support Bring your own certificate;

3.29   SaaS platform should support ability to define specific frontend TLS profile with specific TLS versions and specific Cipher suites as per organizations compliance demands;

3.30   SaaS platform must provide ability define Specific Response Page to customers accessing web app against every 4xx, 5xx response codes from origin server;

3.31   WAF Policy should support monitoring or blocking enforcement mode;

3.32   SaaS system must support OEM Curated signature sets more than 5000+ and no open-source signature implementation such as Modsec;

3.33   WAF engine and signature covering OWASP Top 10:

3.33.1   Signatures should completely cover OWASP TOP 10 for web application

3.33.2   Signatures should completely cover OWASP TOP 10 for API Threats;

	3.34		Following attack types must be covered by the core WAF rule engine:	
		3.34.1	Abuse of Functionality	
		3.34.2	Authentication Authorization Attacks	
		3.34.3	Buffer Overflow	
		3.34.4	Command Executions	
		3.34.5	Cross Site Scripting	
		3.34.6	Denial Of Service	
		3.34.7	Detection Evasion	
		3.34.8	Directory Indexing	
		3.34.9	Forceful Browsing	
		3.34.10	HTTP Parser Attacks	
		3.34.11	HTTP Response Splitting	
		3.34.12	Information Leakage	
		3.34.13	LDAP injection	
		3.34.14	Non-Browser Clients	
		3.34.15	Other Application Attacks	
		3.34.16	Path Traversal	
		3.34.17	Predictable Resource Location	
		3.34.18	SQL Injection	
		3.34.19	Server-Side Code Injection	
		3.34.20	Session Hijacking	
		3.34.21	Trojan Backdoor Spyware	
		3.34.22	Vulnerability Scan	
		3.34.23	Xpath Injection	
	3.35		SaaS Platform should have flexibility to attach signatures based on accuracy such as High only/	

High and Medium/ High, medium and low accuracy.

3.36 SaaS solution must support automatic attack signature tuning to deal with false positives using behavioral analysis

3.37 System must support additional feed of targeted signatures to protect organization from sophisticated attacks

3.38 SaaS must support following Violation Detections:

    3.38.1 Apache Whitespace

    3.38.2 Bad HTTP Version

    3.38.3 Bad HTTP Header Value

    3.38.4 Bad Multipart parameter Parsing

    3.38.5 CRLF Character before request start

    3.38.6 Content Length should be positive number

    3.38.7 Directory Traversal

    3.38.8 Disallowed file upload content detected

    3.38.9 Disallowed file upload content in body detected

    3.38.10 Illegal File types

    3.38.11 Illegal Method

    3.38.12 Malformed JSON data

    3.38.13 Malformed XML data

    3.38.14 Malformed Request

    3.38.15 Mandatory HTTP header missing

    3.38.16 Modified Cookie

    3.38.17 Multiple HOST header

		3.38.18	Multiple Decoding	
		3.38.19	No HTTP host header in HTTP1.1 Request	
		3.38.20	Null in request	
		3.38.21	Request length exceed defined buffer size	
		3.38.22	Unparsable Request content	
		3.38.23	Several Content Length Headers	
	3.39	SaaS Platform Must support signature-based bot protection:		
		3.39.1	Should have classifications for Good, Bad and suspicious bots with Block, report, ignore option	
	3.40	SaaS platform must support masking of sensitive data in logs;		
	3.41	Should also support capability to define Custom blocking response page;		
	3.42	Platform should support blacklisting on basis of IP Intelligence feeds categories;		
	3.43	SaaS platform must support blacklisting based on Source IP, Country, ASN number, TLS fingerprint;		
	3.44	SaaS Platform should support creation of WAF signature ID rule-based path regex with support for RFC3339 expiration_timestamp for stopping of the rule execution;		
	3.45	SaaS Platform must support per client API rate limiting for per second or per minute parameters;		
	3.46	SaaS platform must support protection against data leakage on responses. This should be customizable to be attached to specific paths;		
	3.47	SaaS Platform must support JS, Captcha and Policy based challenges to deal with Layer 7 DoS attacks;		
	3.48	SaaS platform must support behavioral based malicious user detection for low and slow attacks		

and potential misbehavior. The platform should have option to define client IP or query parameter or header name or cookie or TLS finger print as unique identifier to define individual endpoint;

3.49   SaaS Platform must support trusted client rules for which BOT and WAF checks are skipped;

3.50   SaaS Platform must provide complete and unlimited L3/L4 DoS protection for onboarded application to maintain SLA;

3.51   SaaS platform must support AI/ML Capabilities for auto discovery of API endpoints and should support extraction of swagger definition of discovered api endpoints;

3.52   SaaS platform should be able to consume Open API spec/Swagger V2 and V3 file for API endpoint config and should support positive security configuration for published APIs;

3.53   SaaS Platform must support advanced bot defense using patented JS insertion to collect Telemetry from browser endpoint to determine the bot behavior. System must implement AI/ML in order to perform this advanced detection.

3.54   SaaS platform should be able to protect both non-internet facing and internet facing applications with same efficacy and ease of management

3.55   SaaS platform should be able to perform API Security being inline with the traffic flow for both External and Internal APIs without the need for any need for integrations into other technology platforms for log collection or firewall rules analysis or any such out-of-band methods;

3.56   SaaS Platform must support performance and security dashboard

3.57   Performance Dashboard should report following

3.58   Should have an aggregate dashboard which reports application   health score, Any active Alerts, End to End latency, Requests rate , Error rate, Unique Visitor, Throughput, TOP ASN, Browser types, Devices, Clients by location, Error code distribution, TOP URLs

	3.59	Performance Section must also support drilling down each logged requests and track L3 till L7 attributed and check end to end latency for logged request.	
	3.60	System should report detailed alerts and error in origin server processing or health probe failures.	
	3.61	System should report Malicious user dashboard	
	3.62	System should have dedicated Security event dashboard	
	3.63	System Should have DOS dashboard	
	3.64	SaaS Should provide dedicated DoS dashboard, API endpoint with response time latency, Request breakup;	
	3.65	Platform should provide Dedicated Bot Defense and bot traffic overview dashboard;	
	3.66	SaaS platform should not restrict solution deployment mode to be on vendor's own cloud PoP's only. The solution must be able to be enabled on the following location:	
		3.66.1 Vendor's own regional edge or cloud PoP's	
		3.66.2 Customer own on-prem data center	
		3.66.3 Customer own public cloud (AWS, GCP, Azure)	
		3.66.4 Customer own branch offices, remote sites	
		3.66.5 Customer own client's location such as home using a gateway	
	3.67	SaaS platform should also allow DTI to obtain its software to be installed in any DTI's preferred edge location without any restriction. The software installation must be able to be deployed as per following installation:	
		3.67.1 Baremetal deployment on vendor own proprietary hardware	

		3.67.2	Baremetal deployment on certified COTS server, with an option to certify hardware if it is not on vendors list	
		3.67.3	VM deployment on hypervisor (VMWare, KVM)	
		3.67.4	VM deployment in public cloud (AWS, GCP, Azure)	
		3.67.5	Container pod deployment in Kubernetes	
	3.68	Solution offered by the SaaS platform should be able to expose the application in either of the following:		
		3.68.1	Exposed on the public internet	
		3.68.2	Exposed to all or a set of customer own location via internal network	
	3.69	SaaS platform should be able to connect all deployment mode and location back to vendor's own cloud global backbone creating single distributed cloud experience;		
	3.70	SaaS platform should be able to manage all deployment mode and location in single console and dashboard;		
	3.71	SaaS platform should support customer edge deployment in single unit or high availability (HA) cluster		
	3.72	SaaS platform should include at least 250 DNS Zones to be hosted as Primary DNS or Secondary DNS;		
	3.73	SaaS platform should include at least 2 DNS Zones to be delegated and managed by the platform;		
	3.74	SaaS platform should support secured Kubernetes Ingress Controller (KIC) or Kubernetes Egress Controller;		
	3.75	(KEC) deployment to connect, secure and observe one or multiple Kubernetes clusters;		

3.76 SaaS platform should support running K8s workload for distributed apps deployment in any of the supported edge location deployment mode;

3.77 SaaS platform should support advanced bot protection that provides real-time decision engine to detect and mitigate automated transactions aimed at the customer's protected applications;

3.78 SaaS platform should support advanced bot protection based on hundreds of signals to detect automated behavior by integration of the network, browser/device, and user interaction such as JavaScript on web applications and an SDK on iOS and Android native mobile applications;

3.79 SaaS platform should support advanced bot protection that are designed to adapt and maintain full efficacy even as attackers evolve and attempt to retool by leveraging threat intelligence across a global customer network and use artificial intelligence (AI) to create new counter-measures and stop the most sophisticated attackers.

4. SCOPE OF WORK AND DELIVERABLES

The winning bidder shall perform the following obligations:

4.1 Provide a Managed Distributed Cloud-based SaaS Web App and API Protection (WAAP) solution that is compatible with DTI's existing network infrastructure with no downtime;

4.2 Provide a Distributed Cloud Mesh Globally Distributed Load balancer with Threat Campaigns per month ADN Org (minimum of 6);

4.3 Provide Distributed Cloud Mesh API Protection per 1M requests per month ADN Org;

4.4 Provide Distributed Cloud Mesh User Ratelimiting Good-Reqs per M requests per month ADN Org;

4.5 Provide the following reports in periodic basis:

4.5.1 Monthly and yearly Executive Reports

4.5.2   Quarterly Service Reports

4.6   Monthly Reports will include information about malicious attacks attempted against the applications protected by the following:

4.6.1   Subscribed service

4.6.2   The origin of those attacks

4.6.3   Top exploits

4.6.4   Web application firewall actions.

4.7   Provision of proof of delivery of license or subscription order confirmation;

4.8   Conduct a web application vulnerability assessment for applications protected by the subscribed service on the following condition:

- Vulnerability Assessment shall be conducted at least semi-annually by DICT-Recognized VAPT Service Provider.

4.8.1   Quarterly basis

4.8.2   Minimum of 15 FQDN

4.9   Assign a Customer Success Manager (CSM) as part of the subscription.

- Project Manager can be a Customer Success Manager (CSM).

4.10   The CSM will schedule meetings with the customer on a quarterly basis to review the following:

4.10.1   Service metrics including SLAs

4.10.2   Support cases

4.10.3   Service entitlement details

4.10.4   Notable changes to the service and/or attacks that took place during the reported period

4.11   The CSM will review and discuss with the customer on business and application changes expected and how to ensure the subscribed service

is updated and any service disruption risks are minimized;

4.12 The CSM ensures that the Quarterly Service Report will be provided to DTI;

4.13 Assign a Service Management Support as part of the subscription;

4.14 The vendor shall provide engineers during the onboarding phase, who will work with DTI for the service onboarding and project implementation.

4.15 Provide Technical Support

    4.15.1 There should be maintenance and technical support available locally. The winning bidder shall utilize experienced and trained technical engineers under its direct employment and supervision in rendering the required maintenance and support.

    4.15.2 Provide (24x7) technical support and assistance in resolving problems and other types of incident or errors that may hamper the operations and implementation of the project;

    4.15.3 The SLA is to Resolve issue/problem raised within four (4) hours from receipt of call;

4.16 Provide in-depth technical training for at least ten (10) DTI-ISMS personnel on Web Application and API Protection solution. Trainees' meals and snacks shall be on the account of the winning bidder;

4.17 Submission of Project Documentation

    4.17.1 Provide information on the components of the proposed solution to be deployed (i.e. – Technical Specifications of solution and software details);

    4.17.2 Provide WAAP set-up/ diagram in both hard and soft copies including information on the licenses used in the deployment, system resource/overhead

		requirements of the software/IT equipment employed in the project as well as procedures for deployment setup, installation, configuration, and usage.	
	5.	**QUALIFICATION REQUIREMENTS** *(Proof of documents are required during Post-Qualification Process)*:	
	5.1	Must be at least a Registered Partner of the solution being offered;	
	5.2	Must have at least three (3) years of experience in undertaking similar project/contract (provision of IT Security Solution) by submitting proof of documents (i.e., Contract, Certificate of Completion or any equivalent document) with active contact details.	
	5.3	Must have the capacity and ability to provide maintenance services and technical support on the solution offered.	
	5.4	Must have at least two (2) existing WAF installed-based government entity/entities. Submit proof or Certificate of Satisfactory Service on the said deployed services.	
	5.5	Must have implemented at least two (2) projects and currently supports WAF and/or the proposed IT Security solution. Submit proof or Certificate of Satisfactory Service on the said deployed services.	

Conforme:

_____   _____   _____

   Name & Signature of the   Name of Company   Date
    Authorized Representative

Section VIII. Checklist of Technical and Financial Documents

✕ / ✓	A.	TECHNICAL COMPONENT ENVELOPE
		Eligibility Documents
	1.	PhilGEPS Certificate of Registration and Membership under Platinum category with the updated/valid of Eligibility Documents under its Annex "A", pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021.
	2.	Statement of all on-going 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. *(Annex A)*
	3.	Statement of the Bidder's Single Largest Completed Contract similar to the contract to be bid, within the relevant period as provided in the Bidding Documents. *(Annex B)*
		Technical Documents
	1.	Bid security in the following prescribed form, amount and validity period:
		a. Cash or cashier's/manager's check issued by a universal or commercial bank, bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank = Two percent (2%) of the ABC; or
		b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such surety = Five percent (5%) of the ABC. Certification by Insurance Commission should be attached to the surety bond; or
		c. Bid Securing Declaration. *(Annex C)*
	2.	Conformity with Schedule of Requirements, as enumerated in *Section VI* of the Bidding Documents.
	3.	Conformity with Technical Specifications, as enumerated in *Section VII* of the Bidding Documents.
	4.	Omnibus Sworn Statement executed by the bidder or its duly authorized representative. *(Annex D)*
	5.	Secretary's Certificate for Corporation; or Special Power of Attorney for Sole Proprietorship.
	6.	The bidder's audited financial statements, showing, among others, the bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
	7.	Prospective bidder's computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to or greater than the ABC; or Committed Line of Credit, which must be at least equal to ten (10%) of the ABC of the contract to bid, in lieu of the NFCC.
	8.	Joint Venture Agreement, if applicable.
	9.	Bid Bulletin/s, if any.
	B.	**FINANCIAL COMPONENT ENVELOPE**
	1.	Bid Form *(Annex E)*
	2.	Price Schedule *(Annex F-1 or F-2)*

Disclaimer: The CHECKLIST only serves as a guide in the preparation of the bidding documents/requirements. In case of discrepancy between the requirements indicated in the BIDDING DOCUMENT and the CHECKLIST, the BIDDING DOCUMENT shall prevail.

ANNEX A

Statement of Ongoing Contract/s

This is to certify that _____ (Name of Company) _____ has the following ongoing contract/s:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements *(if applicable)*

_____   _____   _____
Name of Company/Bidder   Signature over printed Name of   Date
                                 Authorized Representative

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

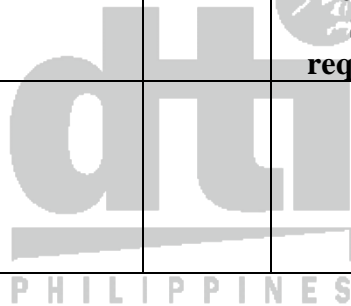| Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements

_____   _____   _____
Name of Company/Bidder   Signature over printed Name of   Date
                              Authorized Representative

<div align="right">**ANNEX C**</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].*

<div align="center">

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

</div>

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2023 at _____, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules in Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibit to me his/her _____ with his/her photograph and signature appearing thereon, with no. _____ issued by _____.

Witness my hand and seal this ____ day of _____ 2023.

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ANNEX D

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 ____, 2023 at
_____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2023 at
_____, Philippines. Affiant is personally known to me and was identified by me
through competent evidence of identity as defined in the 2004 Rules in Notarial Practice (A.M.
No. 02-8-13-SC). Affiant exhibit to me his/her _____ with his/her photograph and
signature appearing thereon, with no. _____ issued by _____.

Witness my hand and seal this ____ day of _____ 2023.

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<div align="right">**ANNEX E**</div>

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   Amount and   Purpose of
of agent   Currency   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 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: _____

ANNEX F-1

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)
1								

Name: _____

Legal Capacity: _____

Signature: _____

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

<div align="right">**ANNEX F-2**</div>

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)
1									

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

      Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii. Performance Security;

   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

Acknowledgment

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