

PHILIPPINE BIDDING DOCUMENTS

PHILIPPINE RETIREMENT AUTHORITY

Procurement of Anti-Virus, 244 Licenses

Approved Budget for the Contract (ABC): PHP 1,375,000.00

Reference No.: PRA – BAC – ITB – 2024 – 009

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

PHILIPPINE RETIREMENT AUTHORITY

INVITATION TO BID FOR THE PROCUREMENT OF ANTI-VIRUS, 244 LICENSES

1. The **Philippine Retirement Authority**, through the **FY 2024 Corporate Operating Budget under the MOOE** intends to apply the sum of **PHP1,375,000.00** being the ABC to payments under the contract for **Procurement of Anti-Virus, 244 Licenses with Reference No. PRA-BAC-ITB-2024-009**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Retirement Authority** now invites bids for the above Procurement Project. Delivery of the Goods is required to start by **January 2025**. 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.
 - 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 Retirement Authority** and inspect the Bidding Documents at the address given below during **07:00AM to 04.00PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 29, 2024** 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 **PHP5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The **Philippine Retirement Authority** will hold a Pre-Bid Conference¹ on **December 6, 2024 @ 10:00AM** at the **Multi-Purpose Room - 29th Flr BDO Towers Valero (formerly Citibank Towers) Paseo De Roxas, Makati City**, which shall be open to prospective bidders.

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

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **12:00NN of December 18, 2024**. 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 **December 18, 2024 @ 01:00PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*
11. The **Philippine Retirement 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:

RUBY D. ABRIOL

Philippine Retirement Authority
29th Flr BDO Towers Valero (former Citibank Towers)
Paseo De Roxas, Makati City
ruby.abriol@pra.gov.ph
Telephone no.: 8848 1412 local 2017

13. You may visit the following websites:

For downloading of Bidding Documents: **www.pra.gov.ph**

November 26, 2024


ATTY. MARIA MILAGROS R. LISACA
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Philippine Retirement Authority** wishes to receive Bids for the **Procurement of Anti-Virus, 244 Licenses**, with identification number **Reference No. PRA-BAC-ITB-2024-009**.

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 **FY 2024** in the amount of **PHP1,375,000.00**.
- 2.2. The source of funding is:
 - a. 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address **29th Flr BDO Towers Valero (formerly Citibank Tower) Paseo De Roxas, Makati City** 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.

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or

escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **April 21, 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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.

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Contracts providing the same services. b. On-going or completed projects within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting shall not be allowed.
12	The price of the Goods shall be based on the current market prices.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than PHP27,500.00, 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 PHP68,750.00 if bid security is in Surety Bond.
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - 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 costs 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.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p>Regular and Recurring Services –</p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
01	Procurement of ANTI – VIRUS, 244 Licenses 1 st batch - 119 licenses 2 nd batch – 125 licenses	1 lot		One (1) YEAR from the issuance of Notice to Proceed. 1 st batch to be delivered on January 31, 2025 2 nd batch to be delivered on April 3, 2025

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>



PHILIPPINE RETIREMENT AUTHORITY

TERMS OF REFERENCE

Antivirus Software of 244 Licenses (1 Lot) eScan Corporate 360 with MDM & Hybrid Network Support

A. BACKGROUND

The **Philippine Retirement Authority (PRA)** is a Government-Owned and Controlled Corporation created by virtue of Executive Order No. 1037 on July 4, 1985, called the Philippine Retirement Park System, initially attached to the Office of the President. However, by virtue of Executive Order No. 26 dated August 31, 2001 monitoring and supervision of PRA was transferred to the Department of Trade and Industry-Board of Investments (BOI). In May 2009, Republic Act No. 9593 otherwise known as the Tourism Act of 2009 put PRA as an attached agency of the Department of Tourism (DOT). Its vision is to make the Philippines a leading and significant destination for the world's retirees, seniors, and elderly.

B. PROJECT OVERVIEW and OBJECTIVES

The ICT Division of the PRA is actively working to enhance data protection across its network infrastructure by implementing strong cybersecurity measures. A key component of this strategy is the proactive blocking of malicious software, including malware and spyware, as well as unauthorized access, to protect the authority's IT assets.

Currently, PRA utilizes eScan Corporate 360 with MDM & Hybrid Network Support as the primary antivirus solution to protect its network infrastructure. This antivirus software ensures that computer devices are kept virus-free by performing real-time scans of devices connected to the network, detecting and discarding any malicious files or threats instantly.

To further improve cyber security and maintain uninterrupted services, the ICT Division is seeking to renew the eScan Corporate 360 license and upgrade the associated software patches. This will ensure that the organization remains protected against emerging threats like malware, spyware, identity theft, and spam, while also enhancing the overall efficiency of its antivirus defenses.

Objectives:

1. Renewal of eScan Corporate 360 License:

- Ensure the continuity of antivirus protection for all PRA devices and network infrastructure by renewing the license for eScan Corporate 360.
- Maintain real-time scanning and detection of malicious files and software, preventing viruses from compromising internal systems.

2. Upgrade of Software Patches:

- Apply the latest software patches and updates to ensure that the antivirus solution remains up-to-date with the latest virus definitions and malware detection capabilities.
- Enhance the software's ability to detect new types of threats and vulnerabilities.

3. Proactive Cybersecurity:

- Improve the overall cybersecurity posture of the PRA by ensuring that all devices and networks are continually monitored and protected against the latest malware, spyware, identity theft, and spam threats.
- Maintain uninterrupted service across all PRA systems by minimizing the risk of cyberattacks that could lead to downtime or data breaches.

In renewing and upgrading the eScan Corporate 360 software, the ICT Division aims to enhance the organization's defenses against ever-evolving cyber threats and ensure a secure and reliable IT environment for all users and systems within the PRA.

C. PROJECT ESTIMATES

1. Approved Budget

One Million three hundred seventy-five thousand pesos only
(Php 1,375,000.00)

2. Source of Funds

The ABC authorized for the Antivirus Software License Project shall be sourced from the approved budget of the Authority pursuant to the Approved 2024 Budget.

D. TERMS AND CONDITIONS

1. TRANSFER OF TECHNOLOGY

- a. The bidder must provide a comprehensive training program to all technical staff of PRA ICT for the staff installing, configuring, administering, and Configuring the antivirus solution.
- b. The training must be detailed enough for the technical participants to be able to completely operate and maintain the whole system. The training must also include troubleshooting, preventive maintenance, etc.
- c. Appropriate training manuals must be provided for each participant. Training manuals must be easy to understand and comprehend.
- d. Training and Technology Transfer should be conducted before final project acceptance.

2. QUALIFICATION OF BIDDER

- A. The Supplier/Service Provider must be legally registered and has 3 years of experience in supplying and installing Antivirus software licenses and other information technology equipment and should submit a copy of the Client Satisfactory Certificate from at least three (3) clients for the last three (3) years.
- B. Must employed a technical engineer who is an expert in antivirus, firewalls, servers, routers, switches, and other related network devices. Engineers must present and submit at least two (2) local certificates as proof of their expertise and a valid ID as proof of employment. Complete documents must be submitted in the bidding documents.
- C. Prospective bidder /should be duly authorized by the manufacturer/distributor to provide, sell, configure, and support the antivirus and management console.

3. RESPONSIBILITY OF THE SUPPLIER

- A. Deliver and install all components and software within fifteen (30) days upon receipt of the Notice to Proceed (NTP)
- B. Provide 8x5 call and onsite technical support with two (2) hours of response time for a technical problem that requires on-site services.
- C. Provide documentation of all components and peripherals.
- D. The winning bidder shall inform the PRA of any product alerts, notices, and latest product versions as well as any updates/upgrades.
- E. The Supplier/Service provider must be able to provide quarterly system checkups for health monitoring.

E. TECHNICAL SPECIFICATIONS

The technical specifications are all minimum requirements. The bidder may bid a higher specification than what is listed as required by the agency provided that it will not exceed the ABC and the number of license required.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification starting with the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidder Bid and cross-referenced to the evidence. Evidence shall be in the form of the manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples of independent test data, etc., as appropriate.

eScan Corporate 360 (with MDM & Hybrid Network Support) Specifications	COMPLY / NOT COMPLY
<p>Operating System</p> <p>Clients Workstation Operating System Windows XP SP2 / Vista / Windows 7 / Windows 8 / Windows 8.1/ Windows 10 /Windows 11 / 2000 (Workstation) [All 32 bit and 64 bit Editions]</p> <p>Server Class OC</p> <p>Windows : 2019/2016/2012/SBS2011/Essential/2008 R2/ 2008/ 2003 R2/2003/2000 [All 32 bit and 64 bit Editions]</p> <p>Linux : RHIEL 4 and above / CentOS 5.10 and above/SLES 10 SP3 and above /Debian 4.0 and above/ openSuSe 10.1 and above/Fedora 5.0 and above/Ubuntu 6.06 and above [All 32 bit and 64 bit Editions]</p> <p>MacOS : OS X Snow Leopard (10.6 or later) OS X Lion (10.7 or later) OS X Mountain Lion (10.8 or later)/ OS X Mavericks (10.9 or later)/OS X Yosemite (10.10 or later)/OS X El Captain (10.11 or later)/MacOS Sierra(10.12 or later)/ macOS High Sierra(10.13 or later) Mobile Devices - Operating System Andrioid 4.4 and Above iOS 10.3 or later</p> <p>File Anti-Virus and Anti-Malware</p> <ul style="list-style-type: none"> • Dedicated engine for Ransomware detection and blocking. • Ransomware protection must have the following checking process: <ul style="list-style-type: none"> ○ Reserve check ○ Behavioral check ○ Resources check ○ Signature check ○ File check • Patented scanning and detection technology for viruses and malware. • Protection for Windows at the WinSock layer, scanning thru WinSock • Layer scan before it reaches the operating system. • Proactive, Heuristic, and Real-time Scanning Engine and mail) 	

- Malicious Traffic Detection and Host Intrusion Prevention System
- Domain and IP Reputation Check
- Non-Intrusive Learning Pattern
- Cloud Security: Centralized definition updates thru the cloud
- Scheduled and On-demand Scanning
- Configurable scanning priority (high, medium, and low)
- Configurable to set background scanning
- Customizable actions on the malware of infected files (clean, quarantine, and delete)
- Ability to block attachments on Instant Messengers
- Website that is capable of uploading and analyzing potential malware or virus

Mail Anti-Virus & Anti-Spam Protection

- Incoming and outgoing emails scanning for spam and phishing emails with artificial intelligence and machine learning support.
- Scanning must covered standard and SSL mail ports.
- Support for the following filtering layers:
 - Customizable word/phrase filtering
 - Mail Non-Intrusive Learning Pattern
 - Email Header and X-Spam Rules Checking
 - SPF Checking
 - SURBL & RBL (pre-defined and customizable) checking
- Blocking of attachments based on type (pre-defined and customizable with wildcard support)
- Archival of Mail and Attachments with archived mail viewer.
- Product should be able to take actions on malicious emails based on user defined actions.
- Customizable alert notifications for various level of events in like of virus outbreak and data theft.
- Customizable actions for spam/phishing emails.
- Able to tag spam mails in subject line with SPAM for considered spam mails.

Web Protection

- Capable to allow and block URL or website access based on database of pre-defined category or end-user customized category
- Allow and block URL or website access based on a scheduled time
- Product should be able to allow customized web security policies in per user and per group

- Anti-phishing filter for websites based in intelligent heuristics
- Product should have cloud intelligence capabilities for understanding and blocking malicious URLs

Device and Application Control

- Password protection for USB removable devices.
- Password protection for the uninstallation of the endpoint security.
- Capability to keep a record/log of files copied from endpoint to external storage device and vice versa.
- Configurable to allow or block CD/DVD Drives, Web Cam, External Storage and any USB devices.
- USB Vaccination Tool for USB Storage Devices.
- Application Control: Whitelisting and blacklisting of application which are only allowed by the administrator.
- Time-based Application Restriction.

Privacy Protection and Maintenance

- Integrated virtual keyboard for key logger evasion.
- Ability to clear the following:
 - Temporary internet and windows temporary files
 - Remove temp files , cookies , MRU lists from registry
 - Browser history based on a schedule
 - Clear cache, cookies, plugins ActiveX, and history on a schedule.

Rescue and Recovery Utilities

- Rescue Disc: Rescue mode boot option so that scanning is possible without loading the installed OS
- Rescue USB: Linux-based Rescue USB for cleaning of rootkits and file infectors
- Secure Delete: Functionality to delete a certain data marked by user in such way that any other 3rd party software's should not be able to recover it.
- Backup tool with encryption functionality for additional security

User Defined File and Folder Protection (Network Protection)

- Data leakage protection function which data can be marked for protection against access and modification over network

- Protection against attack or threats on network via lateral movement.

Unified Management Console

- Centrally managed server via console and on heterogeneous platform (Windows, Linux, & MacOS)
- Real-time dashboard on the status of the endpoints (installed, updated, outdated and offline workstations)
- Report Generation of the following:
 - Installed count
 - Not Installed Count
 - Updated non-updated
 - Top 10 infected computers
 - Asset Changes
- Policy deployment based on per user and per group
- Auto-grouping for managed workstations
- Remote application silent installation
- Configurable FTP and HTTP update source
- QoS configuration for workstations
- Role based administrative access
- One-time password facility for temporary administrator access with time duration settings.
- Outbreak notification thru email based on configurable threshold
- Integration with 3rd party CRM via SNMP
- Administrator broadcast messaging
- Active Directory/LDAP Synchronization
- Scheduled Task Deployment
- Child server (branch update server) for the branches will download policies and updates from the central server and distribute to branch workstations to reduce bandwidth consumption.

Reporting

- Monitors and logs printing task done by all managed computers
- Monitors and logs the file activity of the managed computers.
- Monitors and logs the session activity of the managed computers.
- Ability generate reports to *.html, *.xls, *.pdf.
- Report Generation by weekly and monthly.

Asset Management and Patch Management

- Integrated asset management
 - Software and Hardware Inventory
 - License Inventory
 - Hardware changes

<ul style="list-style-type: none"> ○ Application Installed • Workstation software/hardware modification alerts and reports. • Ability generate reports to *.html, *.xls, *.pdf for the asset inventory. • Capability to check critical patches installed on workstation and able to push critical updates on workstation. <p>Mobile Device Management</p> <ul style="list-style-type: none"> • Must be capable of Kiosk Mode • Must have Wi-fi and Specific App Blocking • Must have Call and SMS filtering <p>Technical Support</p> <ul style="list-style-type: none"> • FREE Installation and Technical Training • 24 / 7 International Helpdesk Support (Phone, Chat, Remote Access, Forum, and E-mail) • 8 / 5 Remote technical assistance (Phone, Chat, Remote Access, and E-mail) <p>Certifications</p> <ul style="list-style-type: none"> • VB 100 Virus Definition • AV Test • AV Comparatives 	
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F. PROJECT DELIVERABLES

1. Documentation – Provide user guides and technical manuals.
2. Subscription Certification of the project indicating the duration.
3. Training – Provide comprehensive certification training relative to Antivirus management.
4. Installation and configuration of Antivirus
5. One (1) year warranty updates and technical support including all necessary subscription services and firmware updates
6. The supplier must deliver the licenses in two batches; Before the expiration date as follows.
 - First Batch January 31, 2025, with 119 Licenses
 - Second Batch April 3, 2025, with 125 Licenses located in PRA HO and four Satellite Offices (Baguio, Cebu, Clark, and Davao)

G. TERMS OF PAYMENT

Payment is inclusive of applicable taxes and fees within 30 working days upon delivery, inspection, and submission of documentary requirements of two (2) batches of Antivirus and in compliance with the deliverables.

C. SCHEDULE OF DELIVERY

Supply and delivery of the documentation must not be later than 30 days upon receipt of the Notice to Proceed (NTP) and must be delivered at 29th Floor BDO Tower, Valero Condominium Corporation, 8741 Paseo De Roxas Bel-Air, Makati City.

TWG MEMBER:



REMUS ERLAN S. PALMOS

Information Technology Officer III

Head, Information and Communication Technology Division (ICTD)



REMEGIO P. ABAIGAR

Division Chief III

Financial Management Division



MARI THEA A. VASQUEZ

Budget Officer III

Financial Management Division



PAUL MANFRED G. AMPARO

Retiree Assistant Officer II

Servicing Division – RRSD



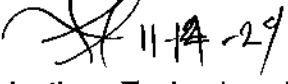
OMAR KHAYAM S. MAROHOMBSAR


Information Technology Officer II

ICTD - MSD

PHILIPPINE RETIREMENT AUTHORITY

MEMORANDUM :

FOR : Remus Eran S. Palmos 
Division Chief, ITO III
Information and Communications Technology Division

Omar Khayam Marohombsar
ICT Division, ITO – II 

FROM : Loriejane S. Hernandez
Senior Network Administrator

DATE : 11 November 2024

SUBJECT : Performance Evaluation of
eScan Corporate 360 with Mobile Device Management (MDM)
and Hybrid Network Support

In line with the ICT Division's commitment to enhancing organizational cybersecurity and ensuring efficient network management, the undersigned evaluates eScan Corporate 360 MDM and Hybrid Network Support. This evaluation is part of the ongoing efforts to implement plans and programs, in compliance with procurement procedures and applicable policies and regulations. The assessment focuses on the solution's security features, MDM capabilities, hybrid network support, and overall impact on network performance.

The eScan Corporate 360 is an advanced security solution designed for businesses to protect IT infrastructure and manage both endpoint devices and mobile devices. It integrates endpoint security, mobile device management, and support for hybrid networks on-premise. The goal is to safeguard corporate data and network resources against malware, unauthorized access, and data breaches while ensuring the smooth management of devices across diverse environments.

Security Features of Escan Corporate 360

The Security Effectiveness of an eScan Corporate 360 demonstrates robust security features, including advanced malware detection, anti-ransomware protection, and comprehensive endpoint security. The solution successfully blocked multiple malicious attempts during the evaluation period and showed high efficiency in protecting the network from emerging threats, phishing, and zero-day attacks.

The Mobile Device Management (MDM) functionality is a critical component of eScan Corporate 360, allowing centralized control over mobile devices within the organization.

- The platform supports seamless device enrollment, ensuring that both corporate-owned and BYOD (Bring Your Own Device) systems can be managed efficiently.
- The Administrators can enforce security policies, such as password protection and data encryption, across all connected devices, ensuring compliance with organizational standards.

The hybrid network support solution provides excellent hybrid network support, enabling the organization to manage on-premises infrastructure efficiently. eScan Corporate 360's centralized management console enables seamless monitoring of devices across the network.

- On-Premise Security: Local network security remained uncompromised, with firewall policies and access controls effectively protecting internal systems.

The eScan Corporate 360 has a user-friendly centralized management console that provides administrators with full visibility into the security status of all devices on the network. The dashboard is intuitive and easy to navigate, allowing administrators to:

- Monitor endpoint and mobile devices.
- Configure security policies and settings.
- Generate detailed reports on network traffic and security incidents.

The eScan Corporate 360 with Mobile Device Management (MDM) and Hybrid Network Support performed well in vulnerability assessments, detecting potential weaknesses in the network's endpoints and mobile devices. The solution provides proactive threat intelligence, ensuring early detection of vulnerabilities and application of security patches.

Based on this evaluation, eScan Corporate 360 with MDM and Hybrid Network Support is a highly reliable and effective solution for comprehensive network security. It provides robust protection against malware, advanced mobile device management, and seamless hybrid network support. Its minimal impact on system resources and intuitive management interface make it valuable for safeguarding the organization's IT infrastructure.

This solution is highly recommended for continued use. To ensure ongoing protection against emerging threats, it is advisable to regularly apply future upgrades and patches.

Respectfully submitted for your information and consideration, please.


Loriejane Hernandez
Senior Network Administrator

**PHILIPPINE RETIREMENT AUTHORITY
EVALUATION OF THE PERFORMANCE
ESCAN CORPORATE 360 W/ HYBRID & MDM**

INTERNET SECURITY SOFTWARE

SPECIFICATIONS/REQUIREMENTS	PERFORMANCE				
	1	2	3	4	5
ANTI-MALWARE (Workstations and File Server)					
<ul style="list-style-type: none"> • The solution must have multiple anti-malware engines– combining the traditional Signature-based, heuristic, and Cloud-Assisted scanning technology – for superior scanning and detection capability. 					
<ul style="list-style-type: none"> • The solution should be able to provide security for a heterogeneous IT environment. It shall support a range of platforms – including Mac, Linux, Windows, Android and iOS. 					
<ul style="list-style-type: none"> • The solution should provide protection against new and unknown malware. It should have an urgent Detection System that may help protect the system against new threats, even before the release of a new malware signature. 					
<ul style="list-style-type: none"> • The solution should be able to monitor the behavior of applications automatically. It should have a Systems Watcher mechanism that monitors the system – real-time – and will detect any suspicious behavior within an application. 					
<ul style="list-style-type: none"> • The solution should have a Host-based Intrusion Prevention System (HIPS) and a personal firewall that would protect against hacker attacks. It should be able to control inbound and outbound traffic – by setting up parameters for an individual port, IP address or application. 					
<ul style="list-style-type: none"> • The solution should be able to scan body text and attachments of incoming e-mail messages that are delivered through POP3/IMAP mail clients. 					
<ul style="list-style-type: none"> • The solution have a100% repair rate 					
<ul style="list-style-type: none"> • The solution should detect malware as listed below: <ul style="list-style-type: none"> ➤ Adware ➤ Spyware ➤ Virus ➤ Worm ➤ Trojan ➤ Rootkit ➤ Backdoors ➤ Keyloggers ➤ Ransomware ➤ Browser Hijacker ➤ Rogue security Software 					

END POINT CONTROL

Application Control	1	2	3	4	5
<ul style="list-style-type: none"> ➤ The solution should be able to control application start-up by blocking, granting, or auditing each application upon launch. 					
<ul style="list-style-type: none"> ➤ The solution should be able to monitor and classify each application as trusted, untrusted, or restricted. 					
<ul style="list-style-type: none"> ➤ The solution should be able to control whether an application is given access to specific system resources, such as the file system or the registry. 					
<ul style="list-style-type: none"> ➤ The solution should be able to do Blacklisting and Whitelisting technology. 					
<ul style="list-style-type: none"> ➤ The solution should have a dynamic whitelisting service that assesses the security of commonly used applications. Whitelist database should be updated regularly and automatically to ensure up-to-date protection. 					
DEVICE CONTROL	1	2	3	4	5
<ul style="list-style-type: none"> • The solution should be able to allow administrator to set policy and control to any connected device, on any connection bus (not only USB), at any time. 					
<ul style="list-style-type: none"> • The solutions should be able to support device management and shall allow administrator to monitor, block or make the device Read-Only along with the option of providing exceptions. 					
<ul style="list-style-type: none"> • The solution should be able to block or allow devices based on specific serial number. 					
<ul style="list-style-type: none"> • The solution should be able to generate logs of events associated with deleting and saving files on USB device. 					
<ul style="list-style-type: none"> • The solution should be able to generate logs of list of trusted Wi-Fi networks, based on the network name, encryption type, and authentication type. 					
WEB CONTROL	1	2	3	4	5
<ul style="list-style-type: none"> • The solution should be able to filter each client's web browser usage. It should be able to permit, prohibit, limit or audit users' access to individual websites or categories of websites – including games websites, gambling sites or social networks. 					

MOBILE DEVICE MANAGEMENT AND SECURITY	1	2	3	4	5
<ul style="list-style-type: none"> The solution should be able to configure and manage smartphones and tablets from a single console. The solution should have Anti-Theft mechanism for mobile devices. 					
<ul style="list-style-type: none"> The solution should be compatible with different mobile platforms –iOS, Android, Windows, Blackberry and Symbian. 					
<ul style="list-style-type: none"> The solution be able to control the application that being run in the mobile devices. 					
UNIFIED MANAGEMENT CONSOLE	1	2	3	4	5
<ul style="list-style-type: none"> The solution should be capable of deploying application such us end point and third party applications on the machine remotely. 					
<ul style="list-style-type: none"> The solution shall provide dashboard with multiple information & this information should also be fetched from database based on different queries. 					
<ul style="list-style-type: none"> The solution should be able to have automated mobile policies for devices that leave the corporate network. 					
<ul style="list-style-type: none"> The solution should provide pre-defined policies as well as provide provision to change and customize policies based on groupings. 					
<ul style="list-style-type: none"> The solution should have a single and unified management console to all its security and control features. 					
<ul style="list-style-type: none"> The solution be able to manage mixed platforms in one management console. 					
<ul style="list-style-type: none"> The solution shall support reporting in the following format like XML, HTML, and PDF. 					

Outstanding	100%	5
Very satisfactory	90%-99%	4
Satisfactory	80%-89.99%	3
Unsatisfactory	70%-79.99%	2
Poor	70% below	1

Prepared by:


Loriejane S. Hernandez
Senior Network Administrator

Noted by:


Remus Efran S. Palmos
Division Chief, ITO III

[Use this form for Framework Agreement.]

Technical Specifications

TECHNICAL SPECIFICATIONS			
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
			<p>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</p>

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- (l) government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Republic of the Philippines



Government Procurement Policy Board