



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

Procurement of GOODS

Subscription to Cloud-based Anti-Virus
Scanning Tool for APIs (CAVST)
Solution for the Department of Budget
and Management (DBM)

Project ID No. DBM-2025-41

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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



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

INVITATION TO BID
“Subscription to Cloud-based Anti-Virus Scanning Tool for APIs (CAVST) Solution for the Department of Budget and Management (DBM)”

1. The Department of Budget and Management (DBM), through the Continuing Appropriations, FY 2024 General Appropriations Act, intends to apply the sum of **Two Million Seven Hundred Thousand Pesos (P2,700,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **“Subscription to Cloud-based Anti-Virus Scanning Tool for APIs (CAVST) Solution for the Department of Budget and Management (DBM)”** (Project ID No. **DBM-2025-41**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DBM now invites bids for the above-entitled Procurement Project. Delivery of the Goods is required as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed **within the period of July 29, 2015 to July 28, 2025** 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 the DBM-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on July 8, 2025, from the given address and website below and upon payment of a fee in the amount of Five Thousand Pesos (P5,000.00). The Procuring Entity shall allow the

bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

6. The DBM will hold a Pre-Bid Conference for this Project on July 15, 2025, 9:30 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, and/or **through video conferencing or webcasting**, which shall be open to prospective bidders.

Prior to this, the DBM-BAC will likewise conduct a preliminary audio-visual presentation on the same day, July 15, 2025, 9:00 a.m., **via video conferencing or webcasting**, which shall be open to all prospective bidders. The presentation will discuss the bidding process, the documentary requirements to be submitted, and other matters relevant to the Project.

In case of video conferencing or webcasting, the prospective bidders are advised to first log in the BAC waiting room, **<https://bit.ly/DBM-BAC-WaitingRoom>**, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of both the preliminary audio-visual presentation and the Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat or the DBM-Administrative Service (AS)-Central Records Division through manual submission at the office address indicated below on or before July 29, 2025, 9:00 a.m. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on July 29, 2025, 9:00 a.m., at the given address below and via video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, **<https://bit.ly/DBM-BAC-WaitingRoom>**, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

10. The DBM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

DBM-BAC Secretariat
DBM-AS-Procurement Management Division
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila
Telefax No. 8657-3300 local 3115
Email address: procurement@dbm.gov.ph

12. You may visit the following website to download the Bidding Documents:
<https://www.dbm.gov.ph/index.php/procurement/invitation-to-bid>

July 8, 2025


GERARDO E. MAULA
 *hairperson, DBM-BAC*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Budget and Management, wishes to receive Bids for the “**Subscription to Cloud-based Anti-Virus Scanning Tool for APIs (CAVST) Solution for the Department of Budget and Management (DBM)**” with Project Identification No. *DBM-2025-41*.

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 2025 in the amount of **Two Million Seven Hundred Thousand Pesos (P2,700,000.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is the Continuing Appropriations, FY 2024 General Appropriations Act.

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 equivalent to the following requirements:
- a. The bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, **or**
 - b. The bidder must have completed at least two (2) similar contracts:
 - i. 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) 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 (i.e., twenty-five percent [25%]).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 Revised 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

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 DBM will hold a Pre-Bid Conference for this Project on July 15, 2025, 9:30 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, **and/or through video conferencing or webcasting**, which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB**.

Prior to this, the DBM-BAC will likewise conduct a preliminary audio-visual presentation on the same day, July 15, 2025, 9:00 a.m., **via video conferencing or webcasting**, which shall be open to all prospective bidders. The presentation will

discuss the bidding process, the documentary requirements to be submitted, and other matters relevant to the Project.

In case of video conferencing or webcasting, the prospective bidders are advised to first log in the BAC waiting room, <https://bit.ly/DBM-BAC-WaitingRoom>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of both the preliminary audio-visual presentation and the Pre-Bid Conference.

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 DBM, 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 the period of July 29, 2015 to July 28, 2025**.
- 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

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

13. Bid and Payment Currencies

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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **November 26, 2025**. 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 (1) 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

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

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 may be. 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 one (1) Project having several items that shall be awarded as one (1) 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

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 | <p>For this purpose, contracts similar to the Project shall:</p> <ul style="list-style-type: none"> a. refer to the supply, subscription, or implementation of an information security solution or service that includes at least cloud-based anti-virus or malware detection, application or API scanning, threat analysis, vulnerability assessment, or secure integration of cybersecurity tools within enterprise or government IT systems. If the supply, subscription, or implementation of an information security solution or service that includes at least cloud-based anti-virus or malware detection, application or API scanning, threat analysis, vulnerability assessment, or secure integration of cybersecurity tools within enterprise or government IT systems forms part of a bigger contract, only the cost component of the supply, subscription, or implementation of an information security solution or service that includes at least cloud-based anti-virus or malware detection, application or API scanning, threat analysis, vulnerability assessment, or secure integration of cybersecurity tools within enterprise or government IT systems shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC; and b. have been completed within the period of July 29, 2015 to July 28, 2025. |
| 7 | Subcontracting is not allowed. |
| 10.1 | <p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ul style="list-style-type: none"> (i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, Unified Multi-Purpose ID, etc.); or (ii) the oath of affirmation of one (1) credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification. |
| 12 | <p>The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Bidders are advised to provide bid prices with exact values. During the conduct of bid evaluation, only the total calculated bid price shall be rounded off to the nearest hundredths [two (2) decimal places].</p> |

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| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than P54,000.00, 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 P135,000.00, if bid security is in Surety Bond. |
| 15 | <p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope marked "TECHNICAL COMPONENT", and their financial component described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> a) contain the name of the contract to be bid in capital letters; b) bear the name and address of the Bidder in capital letters; c) be addressed to the Procuring Entity's BAC in accordance with Section I. Invitation to Bid Clause 9; d) bear the specific identification of the Project indicated in ITB Clause 1; and e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> |
| 19.3 | <p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p> |
| 20 | <p>The bidder with the Lowest Calculated Bid (LCB) shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following: <ul style="list-style-type: none"> i. 2024 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from December 2024 to May 2025; and |

2. In case the Mayor's/Business permit mentioned in the PhilGEPS certificate is recently expired, the renewed permit shall be submitted in accordance with Section 34.2 of the IRR of RA No. 9184.

The bidder with the LCB is likewise requested to present the following documents during post-qualification:

1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following:
 - i. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; **OR**
 - ii. At least two (2) similar contracts:
 - (a) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC; **AND**
 - (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
2. The corresponding proof/s of completion, which could either be:
 - i. Certificate/s of Final Acceptance/Completion from the bidder's client/s; or
 - ii. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s
3. Copy of Bureau of Internal Revenue (BIR) Certificate of Registration (COR BIR FORM 2303)
4. Proof of Concept containing the bidder's proposed CAVST solution

Additional Conditions:

* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.

** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.

*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure

determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.

As a matter of information to the prospective bidders, the DBM-BAC has determined to use the method of a “raffle,” wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.

Thereafter, a DBM-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.

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 2016 Revised 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <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>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 the Undersecretary of the Information and Communications Technology (ICT) Group/Chief Information Officer.</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> <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; and 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. |

| | |
|--|---|
| | <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| | <p>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> <ul style="list-style-type: none"> 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>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> |

| | |
|-----|---|
| | <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p>The terms of payment shall be in accordance with item 8 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications.</p> <p>Pursuant to the Bureau of Internal Revenue Regulation No. 017-2024 dated September 17, 2024, the supplier shall present their valid and updated Tax Clearance Certificate to the End-user Unit, prior to the final payment of the contract. Failure to present a valid and updated Tax Clearance shall entitle the DBM to suspend the final payment due the supplier.</p> |
| 4 | <p>The conduct of annual performance evaluation of the service provider shall be in accordance with item 11 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications.</p> <p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push</p> |

| | |
|--|--|
| | <p>through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> |
|--|--|

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

| Item | Description | Delivery Schedule |
|------|---|---|
| 1 | Deployment, integration, and configuration of the Cloud-based Anti-Virus Scanning Tool for APIs (CAVST) Solution for the Department of Budget and Management (DBM) , as detailed in item 5.0 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications | Within thirty (30) calendar days from the issuance of the Notice to Proceed (NTP) |
| 2 | Subscription to CAVST Solution for the DBM , as detailed in item 3.0 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications | Twelve (12) months from the issuance of the Proof of Subscription |
| 3 | Issuance of the Proof of Subscription , as detailed in item 3.0 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications | Within seven (7) calendar days from the complete deployment, integration and configuration of the CAVST Solution. |
| 4 | Submission of Technical Support Report Summary , as detailed in item 6.0 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications | Within seven (7) calendar days after the end of the service or subscription. |
| 5 | Submission of Monthly Technical Service Reports , as detailed in item 6.0 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications | On or before the fifth (5 th) working day of the subsequent month. |

* The period for the performance of the obligations under the Contract shall not be beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Section VII. Technical Specifications

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

| Specifications | Bidder’s Statement of Compliance |
|--|---|
| I. Subscription Period <i>(see attached Annex “A” [Detailed Technical Specifications], item 3.0)</i> | |
| II. Qualifications of the Service Provider <i>(see attached Annex “A” [Detailed Technical Specifications], item 4.0)</i> | |
| III. Scope of Work and Solution <i>(see attached Annex “A” [Detailed Technical Specifications], item 5.0)</i> | |
| IV. Technical Requirements <i>(see attached Annex “A” [Detailed Technical Specifications], item 6.0)</i> | |
| V. Service Level Agreement <i>(see attached Annex “A” [Detailed Technical Specifications], item 7.0)</i> | |
| VI. Terms of Payment <i>(see attached Annex “A” [Detailed Technical Specifications], item 8.0)</i> | |
| VII. Warranties of the Service Provider <i>(see attached Annex “A” [Detailed Technical Specifications], item 9.0)</i> | |
| VIII. Confidentiality of Data <i>(see attached Annex “A” [Detailed Technical Specifications], item 10.0)</i> | |

| | |
|--|--|
| <p>IX. Performance Review and Assessment <i>(see attached Annex "A" [Detailed Technical Specifications], item 11.0)</i></p> | |
|--|--|

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

DETAILED TECHNICAL SPECIFICATIONS

1. PROJECT TITLE

Subscription to Cloud-based Anti-Virus Scanning Tool for APIs (CAVST) for the Department of Budget and Management (DBM).

2. OBJECTIVE

- 2.1. To provide real-time protection and scan files and/or content from viruses and malware being uploaded to the DBM's cloud-based applications and/or systems.
- 2.2. To be able to provide a scanning tool that can be used in different application platforms and/or cloud providers with an application programming interface (API) and/or Software Development Kit (SDK).

3. SUBSCRIPTION PERIOD

The Subscription Period for the project is twelve (12) months from the issuance of the Proof of Subscription within seven (7) calendar days from the issuance of the Notice to Proceed (NTP).

4. QUALIFICATIONS OF THE SERVICE PROVIDER

- 4.1. The Service Provider must have at least ten (10) years of experience in Information Technology based on the Bureau of Internal Revenue (BIR) Certificate of Registration (COR BIR FORM 2303) which is requested to be presented during post-qualification.
- 4.2. The Service Provider must have experience in integrating APIs and/or SDKs to the Outsystems, Appian, and other related application platforms.
- 4.3. The Service Provider shall provide the solution described in the Scope of Work in accordance with industry standards and best practices. In line with this:
 - 4.3.1. The Service Provider shall provide a Proof of Concept (PoC) of the proposed solution that includes the detailed proposed methodology and approach, in accordance with industry standards and best practices, and the testing of its compliance to the technical requirements and competencies of the service provider to deliver the services defined on the scope of work.
 - 4.3.2. An executed Non-Disclosure Agreement (NDA) must be submitted by the Service Provider at least two (2) working days prior to the commencement of the PoC.

- 4.3.3. All PoC preparations, including the setup and configuration of the PoC environment, must be configured at least two (2) working days before the scheduled start of the live PoC demonstration.

Note: The PoC is requested to be demonstrated during the post-qualification.

5. SCOPE OF WORK AND SOLUTION

The scope of work for the solution and deliverables within thirty (30) calendar days from the issuance of Notice to Proceed (NTP) will cover the following components:

- 5.1. Deployment, integration, and configuration the proposed solution to be used by the DBM's system/application developed via Outsystems and Appian.
- 5.2. Deployment, integration, and configuration the proposed solution's SDK and/or API.

6. TECHNICAL REQUIREMENTS

- 6.1 The Service Provider shall provide a CAVST for APIs Solution with the following features and functionality, but not limited to:
 - 6.1.1 Solution must be able to protect against malware, PUP, ransomware, exploits and automatically block and/or quarantine files being uploaded.
 - 6.1.2 Must be able to support API deployment on-premises and/or Cloud Providers such as Azure, AWS and GCP.
 - 6.1.3 Must be able to guarantee an uptime of at least 99.95%
 - 6.1.4 Must be able to leverage continuously updated signatures for millions of threats, and advanced high-performance scanning capabilities.
 - 6.1.5 Must have at least 17 million virus and malware signatures.
 - 6.1.6 Must be able to support a wide list of file formats such as Office, PDF, HTML, Flash. Zip support including .Zip, .Rar, .DMG, .Tar, and other archive formats.
 - 6.1.7 Must be capable of multi-threat scanning across viruses, malware, trojans, ransomware, and spyware.
 - 6.1.8 Must be able to conduct high-speed in-memory scanning that delivers sub second typical response time.
 - 6.1.9 Must be able to handle at least 200,000 API calls per month with at least 4 concurrent API calls per second.
 - 6.1.10 Can handle scanning of large file uploads of up to at least 4GB file size.
 - 6.1.11 Highly available API endpoints with multi-regional datacenter deployments.
 - 6.1.12 Must be able to provide analytics on API usage for the past 30 days.
 - 6.1.13 Must have secured APIs to ensure data security in transit. TLS 1.2 and later encrypted endpoints utilizing 2048-bit keys with advanced networking, and HTTP/2.
 - 6.1.14 Must have stateless APIs that do not store or retain payload data after the transaction is completed, to enhance security, privacy and performance.
 - 6.1.15 Must have SDKs that support several programming languages such as but not

limited to C# / .NET / .NET Core, Java, Node.JS, Javascript, Python, PHP, Ruby, Objective-C, Drupal, C++, Go, Swift, Salesforce Apex, Postman, Zapier, Mendix, Power Automate, Azure Logic Apps and other similar programming stacks.

6.1.16 Must have full documentation of its APIs and SDKs.

6.2 Submission of Reports

6.2.1 Monthly Technical Service Reports based on the technical requirements of the CAVST for APIs Solution.

6.2.2 Technical support report summary for one (1) year to be submitted to the DBM within seven (7) calendar days after the end of the service or subscription.

7. SERVICE LEVEL AGREEMENT

The DBM shall maintain a Service Level Agreement with the Service Provider. Below is the liquidated damages for the non-compliance of the Service Provider which shall be charged against any money due, or which may become due to the Service Provider, or collected from any securities or warranties posted by the Service Provider.

| Component | Description | Liquidated Damages |
|---|--|--|
| Deployment, Integration, and Configuration | The Service Provider shall deploy, integrate, and configure the CAVST Solution within thirty (30) calendar days from the issuance of NTP. | One-tenth (1/10 th) of one percent (1%) of the total contract price shall be imposed per day of delay. |
| Problem Resolution | The Service Provider shall resolve reported issues and/or incidents on the solution based on the defined priority matrix listed in Attachment 1 and make an integral part of this document. A problem resolution report or summary for one (1) year shall be submitted to the DBM within seven (7) calendar days after the end of the service or subscription. | One-tenth (1/10 th) of one percent (1%) of the total contract price shall be deducted for every hour of delay. |
| Technical Support | During the subscription period, the Service Provider shall provide/render twenty-four hours a day, seven days a week technical support | One-tenth (1/10 th) of one percent (1%) of the monthly payment shall be imposed per day of delay. |

| Component | Description | Liquidated Damages |
|-----------------------------|--|---|
| | service. Technical support can be delivered in the form of a telephone call, electronic mail, and/or on-site support. Problems reported/concerns shall be resolved to the satisfaction of the DBM within four (4) hours from receipt of the report. A technical support report summary for one (1) year shall be submitted to the DBM within seven (7) calendar days after the end of the service or subscription. | |
| Provision of Reports | Must provide monthly Technical Service Reports to be submitted on or before the 5th working day of the subsequent month. | One-tenth (1/10 th) of one percent (1%) of the monthly payment shall be imposed per day of delay. |

8. TERMS OF PAYMENT

One – time payment shall be made subject to the accomplishment/submission of the specific deliverables and the following documentary requirements:

- 6.3 NDA
- 6.4 Valid and updated Tax Clearance Certificate
- 6.5 Sales Invoice / Billing Statement
- 6.6 Proof of Subscription
- 6.7 Certificate of Acceptance issued by the Undersecretary for Information and Communications Technology (ICT) Group of the DBM

9. WARRANTIES OF THE SERVICE PROVIDER

- 9.1. The Service Provider warrants that it shall strictly conform to the terms and conditions of this Detailed Technical Specifications.
- 9.2. The Service Provider shall secure, and maintain at its own expense all registration, licenses, or permits required by national or local laws and shall comply with the rules, regulations, and directives of regulatory authorities and Commissions.
- 9.3. The Service Provider’s technical staff assigned to support DBM shall take all

necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.

- 9.4. The Service Provider's technical staff assigned to support DBM shall coordinate with the ICTSS in the implementation of this project.
- 9.5. The Service Provider shall be liable for loss, damage, or injury caused directly or indirectly through the fault or negligence of its technical staff assigned. It shall assume full responsibility therefore and the DBM shall be fully released from any liability arising there from.
- 9.6. The Service Provider shall neither assign, transfer, pledge, nor subcontract any part of or interest in the contract, but joint ventures are allowed.
- 9.7. The Service Provider shall identify the certified technical staff who will be given authority to access and operate the specified equipment. The DBM, through the ICTSS, shall be informed within five (5) calendar days, through formal notice, of any change or replacement of technical staff assigned.
- 9.8. The Service Provider shall maintain the confidentiality and integrity of the DBM's data and information systems and comply with all applicable data protection and privacy laws.

10. CONFIDENTIALITY OF DATA

- 10.1. The Service Provider shall be required to sign an NDA.
- 10.2. The DBM Enterprise Network System, its components, parts and all products, products samples and specifications, data, ideas, technology, and technical/nontechnical materials, all or any which may be derived from any of the foregoing are strictly confidential.
- 10.3. The Service Provider agrees to hold all the foregoing information in strict confidence. The Service Provider further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the DBM.

11. PERFORMANCE REVIEW AND ASSESSMENT

- 11.1. The Service Provider shall maintain a satisfactory level performance throughout the contract period based on the following set of performance criteria.

| ITEM | PERFORMANCE CRITERIA | WEIGHT |
|-------------|--|---------------|
| I | Conformity to Technical Requirements | 25 |
| II | Timeliness in the Delivery of Services | 25 |

| | | |
|--------------|--|------------|
| III | Behavior of Personnel (Courteous, Professional, and Knowledgeable) | 20 |
| IV | Response to Complaints | 20 |
| V | Compliance with set office policies for such services | 10 |
| TOTAL | PERFORMANCE RATING | 100 |
| | PASSING RATE: 80 POINTS | |

- 11.2. The Service Provider must achieve a minimum rating of "Satisfactory" with at least 80 points. Each criterion must meet the minimum weighted score in the performance evaluation.
- 11.3. The OCIO and ICTSS shall conduct a year-end assessment or evaluation one month before the end of the subscription, based on the above-cited criteria, to ensure compliance of the Service Provider with the detailed technical specifications, as well as with the other terms and conditions imposed by the DBM during the contract period.
- 11.4. Based on its assessment, the DBM may pre-terminate the contract for failure of the Service Provider to perform its obligations thereon following the procedures prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated December 22, 2004.
- 11.5. Subject to the provisions of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184, particularly on contract renewal, the engagement of the Service Provider may be renewed for another term, provided that:
- The Service Provider obtains a satisfactory rating (minimum of 80 points) based on the performance evaluation;
 - There is a continuing need for the service;
 - The renewal is in accordance with the approved Annual Procurement Plan (APP) and budgetary allocation; and
 - All applicable procurement and legal requirements are duly complied with.

ATTACHMENT 1 SERVICE LEVEL MATRIX

The Service Level Matrix shall be subject to review and adjustment after the stabilization period to ensure that the agreed-upon service levels are realistic, achievable, and aligned with the actual operational environment.

Priority Matrix

The Service Provider shall categorize all received incidents/requests according to the response priority Matrix below. The Response Priority Matrix establishes the type of response based on the severity of the reported incident/request.

| IMPACT The measure of how an incident or service failure is affecting the DBM business operations and whether a valid workaround or fix exists | SEVERITY The measure of how serious the issue or incident is ranked and the resolution urgency |
|--|---|
| High: Entire DBM or critical business services affected. No work-around or manual process available. At least 30% of operational capacity or services are impaired. | High: Component or Major system failure. Incident must be resolved immediately. At least 30% of IT systems are rendered unavailable or unusable. |
| Moderate: DBM's business services partially affected but not causing impact on client's ability to operate. Work-around or manual processes are available. | Moderate: Component failure or partial degradation. Problem requires quick to standard response. |
| Low: A problem exists but not causing virtually any impact on DBM's ability to operate significant business processes or production. Work-around or manual processes are available. | Low: Component failure, malfunction or minor degradation. Problem requires standard response to scheduled work. |

| | HIGH IMPACT | MODERATE IMPACT | LOW IMPACT |
|--------------------------|--------------------|------------------------|-------------------|
| HIGH SEVERITY | PRIORITY 1 | PRIORITY 2 | PRIORITY 3 |
| MODERATE SEVERITY | PRIORITY 2 | PRIORITY 3 | PRIORITY 4 |
| LOW SEVERITY | PRIORITY 3 | PRIORITY 4 | PRIORITY 5 |

Service Response/Restore/Resolution (S3R) Time Matrix

Service and support requests will be ranked and actioned according to the S3R Matrix below:

| | Response | Restore | Resolution |
|-------------------|----------------------------|------------------------|------------------------------|
| PRIORITY 1 | Less than ten (10) minutes | Within one (1) hour | Within four (4) hours |
| PRIORITY 2 | Within thirty (30) minutes | Within four (4) hours | Within eight (8) hours |
| PRIORITY 3 | Within sixty (60) minutes | Within eight (8) hours | Within two (2) calendar days |

| | Response | Restore | Resolution |
|-------------------|-------------------------------|--------------------------------|-------------------------------|
| PRIORITY 4 | Within four (4) hours | Within twenty-four (24) hours | Within five (5) calendar days |
| PRIORITY 5 | Within twenty-four (24) hours | Within seven (7) calendar days | |

All reports/requests received by the Service Provider either via Email, Phone Call, or Customer Portal must be responded/restored/resolved (including classification) within the time prescribed in the Priority Matrix.

Response pertains to the Service Provider’s commitment to assign and/or dispatch their personnel to work on the reported incident and/or request from the time of receipt and classification based on the S3R Matrix.

Restore pertains to the Service Provider’s commitment to either provide a workaround or temporary fix to address the reported incident and/or request to bring back the infrastructure/systems environment to normal operating parameters based on the S3R Matrix.

Resolution pertains to the Service Provider’s commitment to provide a root cause analysis (RCA) on the reported incident/request and deploy a permanent fix/solution so as not to have the incident/request be repeated.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184;

In cases wherein the Mayor's/Business permit is recently expired, please be reminded that the recently expired Mayor's/Business Permit, together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit, shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR of R.A. No. 9184.

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 Schedule of Requirements, which may include production/delivery schedule, and/or warranty period requirements, if applicable; **and**
- (f) Conformity with the Technical Specifications, which may include manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

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

- (j) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form

**Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

| Name of Client, Contact Person, Contact Number, Contact Email Address | Date of the Contract | Title of the Contract / Name of the Project | Kinds of Goods | Total Amount of Contract | Value of Outstanding Contract | Date of Delivery |
|---|-------------------------|--|-------------------|--------------------------------|-------------------------------------|---------------------|
| <u>Government</u> | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| <u>Private</u> | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bid) up to July 28, 2025.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).
- iv. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check **compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.**"

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that **“even contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed.** It is likewise good to clarify that

the requirement refers to a “statement” to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts.”

**Statement of Single Largest Completed Contract
which is Similar in Nature**
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

| Name of Client, Contact Person, Contact Number, Contact Email Address | Date of the Contract | Title of the Contract / Name of the Project | Kinds of Goods | Amount of Contract | Date of Acceptance * | End User's Acceptance or Official Receipt(s) Issued for the Contract |
|--|-------------------------|--|-------------------|-----------------------|----------------------------|--|
| | | | | | | |

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to the following requirements:
 - i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; **OR**
 - ii. at least two (2) similar contracts:
 - (c) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; **AND**
 - (d) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- b. The SLCC should have been completed (i.e., accepted) within the period of **July 29, 2015 to July 28, 2025.**
- c. The similar contract for this Project shall refer to the supply, subscription, or implementation of an information security solution or service that includes at least cloud-based anti-virus or malware detection, application or API scanning, threat analysis, vulnerability assessment, or secure integration of cybersecurity tools within enterprise or government IT systems.. If the supply, subscription, or implementation of an information security solution or service that includes at least cloud-based anti-virus or malware detection, application or API scanning, threat analysis, vulnerability assessment, or secure integration of cybersecurity tools within enterprise or government IT systems forms part of a bigger contract, only the cost component of the supply, subscription, or implementation of an information security solution or service that includes at least cloud-based anti-virus or malware detection, application or API scanning, threat analysis, vulnerability assessment, or secure integration of cybersecurity tools within enterprise or

government IT systems shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC.

- d. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check **compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.**"

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that "**even contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed.** It is likewise good to clarify that the requirement refers to a "statement" to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts."

- * Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).

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.: DBM-2025-41

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of
[month] [year] at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines.

[Select one of the two following paragraphs and delete the other]

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued], [place issued]*

IBP No. __, *[date issued], [place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Omnibus Sworn Statement

[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, procurement agent if engaged, 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, procurement agent if engaged, 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, procurement agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20
___ at _____ Philippines.

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

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines.

[Select one of the two following paragraphs and delete the other]

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

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

BID FORM

Date : _____

Project Identification No. : **DBM-2025-41**

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 **Subscription to Cloud-based Anti-Virus Scanning Tool for APIs (CAVST) Solution for the Department of Budget and Management (DBM)** 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 details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

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.

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, 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: _____

CONTRACT No. 2025-____
NAME OF PROJECT

CONTRACT AGREEMENT

THIS AGREEMENT made this ____ day of _____ 20____ between the **DEPARTMENT OF BUDGET AND MANAGEMENT** of the Philippines (hereinafter called “the Entity”) of the one part and _____ of ____ City, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly _____, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of _____ Pesos (P_____) (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 _____ (P _____) or such other sums as may be ascertained, _____ agrees to deliver the _____ in accordance with his/her/its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the DBM shall publish in its official website and social media platform the following post-award information:
 - (a) Project name;
 - (b) Approved budget for the contract;
 - (c) Contract period;
 - (d) Name of the winning bidder and its official business address;
 - (e) Amount of contract awarded;
 - (f) Date of award and acceptance; and
 - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

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.

Secretary

for:

**DEPARTMENT OF BUDGET
 AND MANAGEMENT**

Authorized Representative

for:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
C I T Y O F M A N I L A) S.S.

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2025 personally appeared the following:

| NAME | VALID ID | VALID UNTIL |
|-------|-----------------|-------------|
| _____ | DBM ID No. ____ | |
| _____ | | |

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the _____ was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 2025.

Doc. No _____;
Page No _____;
Book No _____;
Series of 2025.

Republic of the Philippines



Government Procurement Policy Board