

PHILIPPINE BIDDING DOCUMENTS

Provision of ICT Equipment and Next Generation Application Firewall

Government of the Republic of the Philippines

**NEDA Regional Office IV-A
Calamba City, Laguna**

**Sixth Edition
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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*. (Updated 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. (Updated 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. (Updated 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. (Updated 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. (Updated 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. (Updated 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*. (Updated 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

National Economic and Development Authority
Region IV-A (Calabarzon)

INVITATION TO BID FOR THE PROVISION OF ICT EQUIPMENT AND NEXT GENERATION APPLICATION FIREWALL

1. The **National Economic and Development Authority (NEDA), Regional Office IV-A**, through the *Regular Agency Fund, FY 2021 General Appropriations Act, RA 11518*, intends to apply the sum of
 - *PhP1,439,345.00 for Lot 1: Supply and Delivery of Nineteen Units of Laptop with Complete Accessories*
 - *PhP989,998.00 for Lot 2: Supply and Delivery, Installation and Configuration of a Next Generation Application Firewall*
 - *PhP215,657.00 Lot 3: Supply and Delivery, Installation, Testing and Commissioning of Network Equipment*being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **NEDA Regional Office IV-A**, now invites bids for the above Procurement Project. Delivery of the Goods is required within *thirty (30) days* from receipt of *Notice to Proceed*. Bidders should have completed a contract similar to the Project within *four (4) years* prior to the date of submission and receipt of bids. 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 Updated 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”.
4. 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.
5. A complete set of Bidding Documents may be acquired by interested Bidders from **June 25 to July 15, 2021 from 9:00 a.m. to 4:00 p.m., Monday to Friday** at the address below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Php1,439.00 for Lot 1; PhP989.00 for Lot 2; and Php215.00 for Lot 3*.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means not later than **July 15, 2021, 12:00 noon**.

The Bid Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **NEDA Regional Office IV-A**, will hold a **Pre-Bid Conference via Zoom virtual meeting** with all interested bidders on **July 5, 2021 at 2:00 p.m. The Zoom Meeting ID is 867 9655 1739 and passcode of NEDA4A.**
7. Hard copies of Bids must be duly received by the BAC Secretariat at the office address indicated below, on or before **12:00 noon of July 15, 2021**. 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 15, 2021, at 1:30 p.m.** Actual opening of bid documents will be at the **NEDA Makiling Hall, NEDA Region IV-A Building, Barangay Milagrosa, Calamba City, Laguna**. Opening of bids will be shared **via Zoom with the bidders' representatives**. The bidders shall appoint their authorized representative/s who may **attend the physical or virtual opening of bids**, and NEDA Regional Office IV-A shall provide the meeting link. The authorized representative should present an authorization letter from the owner/bidder.
10. The **NEDA Regional Office IV-A**, 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 Updated 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:

JONALYN U. SIBUCAO

*Secretariat, Bids and Awards Committee
NEDA Region IV-A Building, Barangay Milagrosa (Tulo),
Calamba City, Laguna 4027
Email: gs.neda4a@gmail.com/jusibucao@neda.gov.ph
Telephone No.: (049) 502-0250
Fax: (049) 502-0289
Website: <https://calabarzon.neda.gov.ph/>*

12. You may visit the following websites:

For downloading of Bidding Documents: *PhilGEPS Website*
<https://calabarzon.neda.gov.ph/>

June 24, 2021


VALTER L. MORADA
Chairperson, NEDA IV-A BAC and
OIC-Assistant Regional Director, NEDA IV-A

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *NEDA Regional Office IV-A* wishes to receive Bids for the Provision of ICT Equipment and Next Generation Application Firewall.

The Procurement Project, “Provision of ICT Equipment and Next Generation Application Firewall” is composed of three lots, 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 2021* in the amount of *Two Million Six Hundred Forty-Five Thousand Pesos (PhP2,645,000)*.

2.2. The source of funding is:

Regular Agency Fund FY 2021 General Appropriations Act RA 11518

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its Updated 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 Updated 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 Updated 2016 Revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the Updated 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

Subcontracting is not allowed under this Procurement Project.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project ***July 5, 2021 at 2:00 p.m. via BAC IV-A Zoom virtual meeting*** 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 ***four (4) 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 Updated 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.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 12, 2021**. 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

- 15.1 Each Bidder shall submit ***“COPY OF ELIGIBILITY DOCUMENTS”, “ORIGINAL TECHNICAL PROPOSAL”, and “ORIGINAL FINANCIAL PROPOSAL”***, of the first and second components of its Bid.
 - 15.1.1 Each Bidder shall submit additional copies of the Eligibility Documents, Technical Proposal, and Financial Proposal, and clearly mark them ***“COPY NO. 1 AND 2 - ELIGIBILITY DOCUMENTS”, “COPY NO. 1 and 2 – TECHNICAL PROPOSAL”, and “COPY NO. 1 AND 2 -FINANCIAL PROPOSAL”***. *In the event of any discrepancy between the original and the copies, the original shall prevail. The total number of copies to be submitted is three (3), one (1) original and two (2) certified photocopies of the bids.*
- 15.2 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.
- 15.3 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.

¹ 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**.

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 Updated 2016 Revised IRR of RA No. 9184 shall prevail.

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

19. Detailed Evaluation and Comparison of Bids

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the Updated 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 Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Provision of ICT Equipment and Next Generation Application Firewall b. completed within four (4) years prior to the deadline for the submission and receipt of bids.
7.1	Not Applicable. Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP at <i>NEDA Region IV-A, Barangay Milagrosa (Tulo), Calamba City, Laguna.</i>
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 <i>PhP28,786.90 for Lot 1, Php19,799.96 for Lot 2, and Php4,313.14 for Lot 3</i>, 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 <i>PhP71,967.25 for Lot 1, Php49,499.90 for Lot 2, and Php10,782.85 for Lot 3</i> if bid security is in Surety Bond.
15.2	Each bidder shall submit three (3) copies of bids, one (1) original and two (2) certified copies of its Eligibility Documents, Technical Proposal, and Financial Proposal
19.3	Lot 1: Supply and Delivery of Nineteen Units of Laptop with Complete Accessories. ABC is PhP1,439,345.00 Lot 2: Supply and Delivery, Installation and Configuration of a Next Generation Application Firewall. ABC is PhP989,998.00 Lot 3: Supply and Delivery, Installation, Testing and Commissioning of Network Equipment. ABC is Php215,657.00
20.1	No additional requirement.
21.1	No additional requirement.

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 Updated 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 Updated 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 Updated 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 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 Updated 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 Updated 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><i>For Goods supplied from abroad,</i> “The delivery terms applicable to the Contract are DDP delivered at the NEDA Region IV-A, Barangay Milagrosa (Tulo), Calamba City, Laguna, Philippines. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines,</i> “The delivery terms applicable to this Contract are delivered at the NEDA Region IV-A, Barangay Milagrosa (Tulo), Calamba City, Laguna. 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 Farhad E. Ali Asgari/Jonalyn U. Sibucan.</p> <p>Incidental Services – as applicable</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; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

	<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	Payment for the goods and services shall be made after complete delivery of goods and services subject to inspection and acceptance.
3	<ul style="list-style-type: none"> a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank – not less than five percent (5%) of the Total Contract Price b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank – not less than five percent (5%) of the Total Contract Price c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security - not less than thirty percent (30%) of the Total Contract Price
4	<p>The inspection and tests that will be conducted:</p> <p>Actual inspection of the Procuring Entity's ICT Team and/or End-Users at the NEDA Region IV-A, Barangay Milagrosa (Tulo), Calamba City, Laguna, Philippines.</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
Lot 1	Supply and Delivery of Nineteen Units of Laptop with Complete Accessories	19	PhP1,439,345.00	Within thirty (30) days after receipt of the Notice to Proceed
Lot 2	Supply and Delivery, Installation and Configuration of a Next Generation Application Firewall	1	PhP989,998.00	Within thirty (30) days after receipt of the Notice to Proceed
Lot 3	Supply and Delivery, Installation, Testing and Commissioning of Network Equipment	2	PhP215,657.00	Within thirty (30) days after receipt of the Notice to Proceed

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
Lot 1	<ul style="list-style-type: none"> - Processor: Intel Core i7-10750H (6C / 12T, 2.6 / 5.0GHz, 12MB) - Graphics Processor: NVIDIA GeForce GTX 1650 Ti 4GB GDDR6 - Graphics Memory: 4 GB - Memory: 2x 8GB SO-DIMM DDR4-2933 (16GB Ram) - Memory Slot: Two DDR4 SO-DIMM slots, dual-channel capable - RAM (as Tested): 16 GB - Boot Drive Type: SSD; - Storage: 512GB SSD M.2 2280 PCIe 3.0x4 NVMe - Storage Support: HDD/SSD mode: up to two drives, 1x 2.5" HDD + 1x M.2 2242/2280 SSD <ul style="list-style-type: none"> • 2.5" HDD up to 2TB • M.2 2280 SSD up to 1TB • M.2 2242 SSD up to 512GB - Audio Chip: High Definition (HD) Audio, Realtek ALC3287 codec - Speakers: Stereo speakers, 2W x2, Dolby® Atmos® for gaming, HARMAN-branded - Camera: 720p with Privacy Shutter - Microphone: 2x, Array - Battery: Integrated 60Wh - Max Battery Life: 5.9 hr (60Wh) - Power Adapter: 170W Slim Tip - Display: 15.6" FHD (1920x1080) WVA 300nits Anti-glare, 144Hz, 100% sRGB Gamut, Dolby Vision - Keyboard: 4-Zone RGB LED backlight, English - Case Color: Phantom Black - Dimensions (WxDxH): 363.06 x 259.61 x 23.57-26.1 mm (14.3 x 10.22 x 0.93-1.03 inches) - Weight: 2.3 kg (5.07 lbs) - Operating System: Windows 10 Home 64, English - Ethernet: 100/1000M - WLAN + Bluetooth: 11ax, 2x2 + BT5.0 - Standard Ports: <ul style="list-style-type: none"> • 1x Ethernet (RJ-45) • 1x USB-C 3.2 Gen 1 (support data transfer and DisplayPort 1.2) • 1x USB 3.2 Gen 1 (Always On) • 3x USB 3.2 Gen 1 • 1x power connector • 1x headphone / microphone combo jack (3.5mm) • 1x HDMI 2.0 - Bundled Accessories: M300 RGB Gaming Mouse, Recon Bag - Warranty: Three (3) years Premium Care warranty 	
Lot 2	<p>Performance</p> <p>The proposed solution must have 12 Gbps Firewall Layer 3 throughput</p> <p>The proposed solution must support at least 2,000,000 concurrent sessions.</p> <p>The proposed solution must support at least 80,000 new connections per second.</p>	

	<p>Interface The proposed solution must have at least 6*10/100/1000 Base-T interface and 2*1G Fiber SFP interface</p> <p>Management Management console must be managed through Web interfaces via secure encrypted connection The proposed solution must support policy configuration modules for the following functions from a single appliance</p> <ul style="list-style-type: none"> - Stateful firewall - DDos Prevention, ARP spoofing prevention - Anti-Virus - Anti-Malware, On-premise artificial intelligence-based malware detection engine - Anti-phishing - Intrusion Prevention System - SSL Decryption - Risk assessment by on-demand and real-time scanner - Cloud sandboxing - Cloud threat intelligence - IPsec VPN - SSL VPN - User authentication and grouping - Web (URL) filtering, Application control, Bandwidth management - Report center <p>The proposed solution must support security protection for pre-attack, during-attack and post-attack. The proposed solution must support security protection for business systems and network users.</p> <p>FW The proposed solution must support static and dynamic package filtering, Inspection on well-known protocols of FTP, HTTP, SMTP, RTSP, H.323 (Q.931, H.245, RTP/RTCP), SQLNET, NMS, PPTP, TCP, UDP...</p> <p>The proposed solution must be able to protect against attacks of Land, Smurf, Fraggle, WinNuke, Ping of Death, Tear Drop, IP spoofing, SYN/ICMP/UDP flood, HTTP GET flood, DNS query flood, ARP cheating, ICMP redirection, static and dynamic black list, etc.</p> <p>country block, create rules to allow or block traffic from IP addresses in specific countries, regions and states, reduce the attack possible.</p> <p>Supports real-time integration status between the local firewall and the cloud threat intelligence but not limited by providing:</p> <ul style="list-style-type: none"> -The total number of external attack events -The total number of threats detected by Cloud Threat Intelligent in the local firewall <p>Intrusion Prevention System The proposed solution must support vulnerability database with at least 4000+ entries</p>	
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<p>The proposed solution must support separate server and endpoint vulnerability database group for convenient policy configuration</p> <p>The IPS system must be able to block worms, Trojans, spyware, scanning, DoS, DDoS, vulnerability exploits, buffer overflow attacks, abnormal protocol and attacks with evasive tactic employed.</p> <p>The IPS supports automatically block, logging, upload gray threat to the "cloud"</p> <p>The IPS supports burp-force attack prevention for FTP, IMAP, MSSQL, POP3, SMTP, ORACLE, RDP, SMBv1, SMBv2, SMBv3 and so on.</p> <p>APT prevention</p> <p>The proposed solution must support APT detection of identifying botnet, remote control trojans, malicious link, and other threats.</p> <p>The proposed solution must support anti-malware database with more than 400,000+ entries</p> <p>The proposed solution must be able to conduct cross-module intelligent correction of IPS and APT detection module, that to generate temporary FW rules to lock the suspicious IP when malicious behavior from that IP is detected by any of the modules.</p> <p>APT supports sandbox dynamic detection via security cloud</p> <p>APT supports to detect ddos attack from intranet</p> <p>APT can effectively distinguish the hazardous traffic flow in the common application of the RDP, SSL, IMAP, SMTP, POP3, FTP, DNS, HTTP, WEB, and so on traffic flow, but also can be used for the normal operation of non-standard port for early warning</p> <p>Support honeypot feature and locate the real host IP address of the intranet infected botnet virus</p> <p>Support in-depth analysis on detected malware or trojan behaviors by demonstrating interaction & communication between external C&C botnets and others suspicious events</p> <p>Risk Assessment and Prevention</p> <p>The proposed solution must provide risk assessment module that allows to scan and identify security loopholes such as open port, system vulnerabilities, weak passwords and other risks of the protected servers</p> <p>The proposed solution must support built-in Web Scanner (None 3rd Party tools) that allows to scan targeted website/URL to discover the system vulnerabilities of including but not limited to SQL injection, xss, csrf, Dictionary Traversal, Command execution, etc.,</p> <p>Risk assessment and scanning results must be shown and generated with corresponding reports with detailed description of the issues and recommended solution.</p> <p>Risk assessment module must be able to be affiliated with the IPS to automatically generate the protection policies</p> <p>Threat Alerts is able to actively push the current popular 0 day or high-risk vulnerabilities, and can provide vulnerability detection tools for business scan, according to the results of scan, it can generate safety protection policies.</p>	
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	<p>Anti-Virus Stream-based anti-virus for HTTP, FTP, SMTP and POP3, protocols, etc. The proposed solution must support built-in Artificial Intelligence capability to detect malware, virus and ransomware variants and provide the malware analysis report Should support compressed file malware inspection Should support cloud-based threat intelligence and analytics</p> <p>Content Security Mail protect support pop3, smtp, imap, pop3s, smtps, imaps and other specific port. Mail protects support mail collision attack prevention and anti-phishing. Mail attachment can be detected by anti-virus. Support mail attachment filter and http/ftp download/upload filter. When users receive Malicious Mail, the proposed solution will tamper the mail subject</p> <p>Access Management The proposed solution must support up to eight user identification methods such as active directory (AD) authentication and Remote Authentication Dial-In User Service (RADIUS) The proposed solution should support Internet application identification database with more than 2800+ entries and URL database with more than hundreds of millions of entries that updated with cloud-based technologies The proposed solution must support policy configuration oriented toward users and applications for web filter, application control and bandwidth management The proposed solution must support link load balance per traffic load as well as application type in occasion of multiple Internet lines</p> <p>Reporting The proposed solution must support built-in report center, which provides comprehensive security analyzing reports including but not limit to attack trends by “All attacks” and “Valid Attacks”; “user security” and “vulnerability” ; Vulnerability assessment Support the detailed loges for security issues as DOS attack, IPS, viruses, website access, application control, user login and OS configuration. The report center must provide full visibility to network, endpoint clients with multi-dimensional analysis of risks, vulnerabilities, attacks, threats, traffic and behaviors Support PDF format and automatically send to pre-defined mailbox on daily/weekly/monthly basis "Supports automatic generation of comprehensive security risk reports. The content of the report should reflect but not limited: - The overall security level of the protected network object - The vulnerability information & forensic evidence each attack</p>	
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<p>Deployment "The proposed solution must support following deployment options - Gateway (Route mode) - Bridge mode - Mirror mode - Multiple Bridge mode (2- 4 bridges) " The proposed solution must support build-in auto hardware bypass in the event of hardware failure Support quick deployment from central management console</p> <p>VPN The proposed solution must support Private VPN "IPSEC VPN Authentication algorithm: MD5/SHA-1 Encryption algorithm: DES/3DES/AES128 Hash:MD5/SHA " "SSL VPN: source type: L3VPN resources, TCP resources. os: win xp/win 7/win 8/win 10/mac"</p> <p>Real-time visibility Real time provides CPU, memory, disk usage, session number, the number of online users, the network interface, box resource information The proposed solution must be providing real-time user ranking / real-time application ranking / real-time host ranking The proposed solution must be providing real-time attack map, include top attack country and counting, real-time attack and threat detail Provide information security incidents, including recently security incidents, server security incidents, terminal security incidents In security status, it displays the current network risks need to be handled, and top attacks, bots show the threat stage and security rating. Top session can display Real-time, Last 24 hours, Last 7 days of the current session and the new session.</p> <p>Routing Supports static route, ECMP, RIPv1 & v2, OSPFv2 and BGP The proposed solution must be able to support but not limited to intelligent route selection based on source and destination IP, Port, Protocol and country-based IP address Support DNS-Mapping Support custom intranet DNS server address to avoid botnet detection misjudgment DNS server</p> <p>Certification The proposed solution must be a member of MAPP (The Microsoft Active Protections Program) The proposed solution must be certificated by ICSA Labs The proposed solution must have AAA Rating at CyberRatings Enterprise Firewall The IPS vulnerability database must be CVE Compatibility certificated</p>	
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	<p>The project implementer from the principal must be CISSP certified</p> <p>In order to ensure the maturity of solution technology, the principal must be CMMI L5 certified</p> <p>Additional</p> <p>Free 50 Endpoint Security Licenses</p> <p>Free Endpoint Security Manager</p> <p>Warranty</p> <p>Three (3) year subscription, warranty on parts, services and onsite repair</p>	
Lot 3	<p>Interface: The proposed equipment shall have at least 48*100/1000 Base-T ports, 4*SFP ports,</p> <p>Management port: The proposed equipment shall have console port. The proposed equipment shall have one dedicated RJ45 management port with default IP address.</p> <p>Working Mode: The proposed equipment shall support standalone with Web GUI management and controller-based management.</p> <p>Capability: The proposed equipment shall have switching capacity of at least 336Gbps. The proposed equipment shall have packet forwarding of at least 132 Mbps</p> <p>ACL: The proposed equipment shall support ACL policies based on single-port and aggregation of interfaces.</p> <p>The proposed equipment shall support ACL policies based on source IP address and MAC address.</p> <p>The proposed equipment shall support ACL policies based on protocols (OSPF, UDP, ARP)</p> <p>The proposed equipment shall support time-based ACL policies</p> <p>The proposed equipment shall support 802.1p, IP and service level, DSCP priority settings</p> <p>QOS: The proposed equipment shall support traffic shaping; packet forwarding rate setting based on the outbound and inbound directions of switch ports.</p> <p>The proposed equipment shall support COS and DSCP priority mapping based on switch groups</p> <p>The proposed equipment shall support congestion management that supports multiple scheduling modes to implement traffic based on packet or port priority.</p> <p>Traffic Mirror: The proposed equipment shall support port mirroring and redirection.</p> <p>DHCP: The proposed equipment shall support DHCP snooping, DHCP server</p> <p>Spanning-tree: The proposed equipment shall support Spanning tree protocol (STP, RSTP, MSTP)</p> <p>Multicast: The proposed equipment shall support IGMP v1/v2/v3 Snooping</p> <p>VLAN: The proposed equipment shall support 4,000 VLAN</p> <p>MAC: The proposed equipment shall support at least 16,000 MAC address.</p> <p>The proposed equipment shall support MAC address dynamic</p>	

	<p>learning.</p> <p>The proposed equipment shall support MAC address filtering.</p> <p>The proposed equipment shall support MAC address learning limit</p> <p>Link Aggregation: The proposed equipment shall support link aggregation</p> <p>M-LAG: The proposed equipment shall support M-LAG technology, cross device link aggregation</p> <p>Layer 3 function: The proposed equipment shall have layer 3 routing protocols such as static routing, RIP, OSPF, VRRP</p> <p>Traffic security: The proposed equipment shall support east-west traffic security with policies based on area or user role, and prevent the virus spread within intranet</p> <p>Smart network topology: The proposed equipment shall support to show topology in the controller, configuration and status checking can be done via the clicking the topology.</p> <p>One-click replacement: The proposed equipment shall support the replacement by one click on the controller platform to replace the defective device</p> <p>Brand requirement: The proposed equipment manufacturer shall have CMMI5 certificate to ensure the maturity of the product software</p> <p>Additional Service: All the devices proposed for this project shall have at least 3-year warranty, both for hardware and software.</p>	
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***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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 Updated 2016 Revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) 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

- (l) 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

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

