PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

PROCUREMENT OF NEXT-GENERATION FIREWALL – IB No. 2023-38

PhP5,000,000.00

Sixth Edition
July 2020

Preface

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

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 – BangkoSentralngPilipinas.

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.

West Visayas State University

(Formerly Iloilo Normal School)
Bids and Awards Committee Secretariat Office/ Procurement Section
Luna St., La Paz, Iloilo City 5000
Iloilo, Philippines
* Trunkline: (063) (033) 320-0870 loc. 1103/1104   * Telefax No.: (033) 320-0879
* Website: www.wvsu.edu.ph   * Email Address: **govtproc@wvsu.edu.ph**

INVITATION TO BID FOR

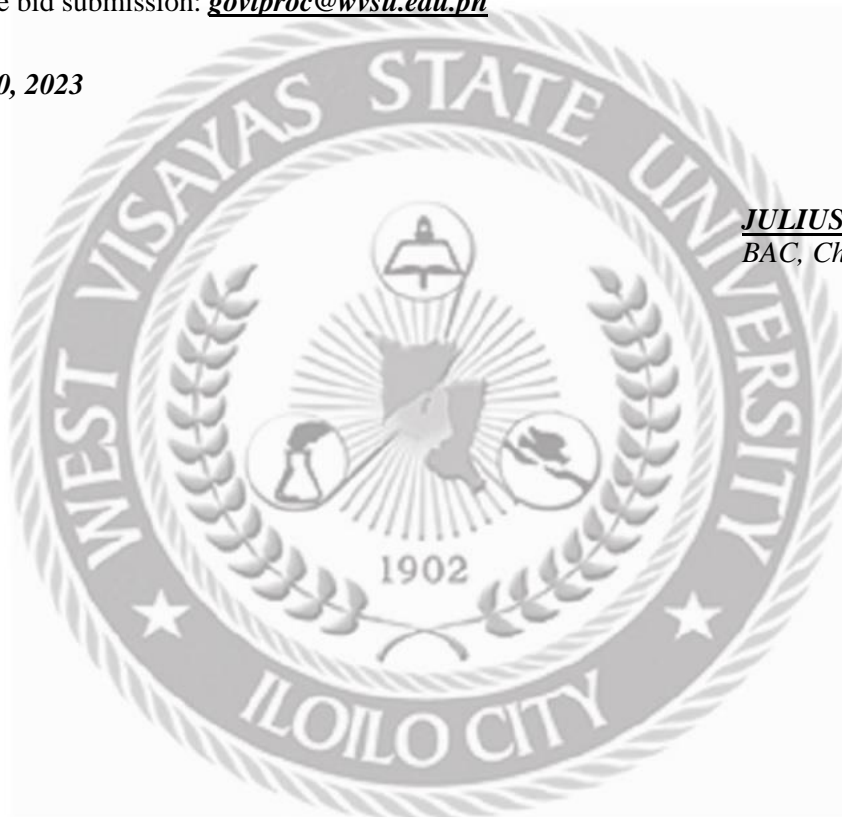## *PROCUREMENT OF NEXT-GENERATION FIREWALL – IB No. 2023-38*

1.   The ***West Visayas State University,*** through the ***Special Trust Fund 2023*** intends to apply the sum of ***Five Million Pesos (Php5,000,000.00) Only*** being the ABC to payments under the contract for ***Procurement of Next-Generation Firewall***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2.   The ***West Visayas State University*** now invites bids for the above Procurement Project. Delivery of the Goods is required by ***60 calendar days***. Bidders should have completed, within ***2 years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

4.   Prospective Bidders may obtain further information from ***West Visayas State University, BAC Secretariat Office, Administration Building,*** and inspect the Bidding Documents at the address given below during ***8:00 A.M. – 5:00 P.M.***

5.   A complete set of Bidding Documents may be acquired by interested Bidders on ***August 30 – September 19, 2023*** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP5,000.00.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means.*

6.   The ***West Visayas State University*** will hold a Pre-Bid Conference[1] on ***September 07, 2023; 2:00 P.M.*** through video conferencing or webcasting *via **zoom meeting platform (for registration of interested bidders, please send your request to this address: govtproc@wvsu.edu.ph),*** which shall be open to prospective bidders.

7.   Bids must be duly received by the BAC Secretariat through **(i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both** on or before ***September 19, 2023; 10:00 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 ***September 19, 2023; 10:00 A.M.*** at the given ***address below or*** through ***electronic submission using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope.*** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Requiring the Bidders to submit their bids using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope and disclose the password for accessing their respective bid submission only during the actual bid opening.

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

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

12. For further information, please refer to:

    ROSALIE C. QUICOY
    West Visayas State University
    BAC Secretariat Office, Administration Building
    Luna St., La Paz, Iloilo City, 5000
    govtproc@wvsu.edu.ph
    (033) 320-08-70-78 local 1103
    wvsu.edu.ph

13. You may visit the following websites:
    For downloading of Bidding Documents: ***wvsu.edu.ph***
    For online bid submission: ***govtproc@wvsu.edu.ph***

August 30, 2023

JULIUS B. UNDAR
BAC, Chairperson

Section II. Instructions to Bidders

1. **Scope of Bid**

   The Procuring Entity, **_West Visayas State University_** wishes to receive Bids for the **_Procurement of Next-Generation Firewall_**, with identification number **_IB No. 2023-38._**

   The Procurement Project (referred to herein as "Project") is composed of **_Next-Generation Firewall_** 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 **_Special Trust Fund 2023_** in the amount of **_Five Million Pesos (Php5,000,000.00) Only_**.

   2.2.   The source of funding is:

   a. NGA, Special Appropriations.

3. **Bidding Requirements**

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

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

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

4. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

5. **Eligible Bidders**

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

   5.2.   Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

7.2. *Not applicable*

7.3. *Not applicable*

7.4. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting *via **zoom meeting platform** (for registration of interested bidders, please send your request to this address: **govtproc@wvsu.edu.ph**)* 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** Clause5.3 should have been completed within *2 years* prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

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

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

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

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

        iv. The price of other (incidental) services, if any, listed in e.

    b. For Goods offered from abroad:

        i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In

quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii.   The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

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

a.   Philippine Pesos.

14. Bid Security

14.1.   The Bidder shall submit a Bid Securing Declaration[2] 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 ***January 17, 2024***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. ***Procurement of Next-Generation Firewall or equivalent thereof.*** b. Completed within ***2 years*** prior to the deadline for the submission and receipt of bids.
7.1	*N/A*
12	The price of the Goods shall be quoted DDP ***in Philippines*** or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ***PhP100,000.00*** *equivalent to two percent (2%) of ABC]*, 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 ***PhP250,000.00*** *equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	***Procurement of Next-Generation Firewall – Php5,000,000.00.***
20.1	***Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).***
21.2	*Certificate of Warranty to include a statement specifying the service response period which shall not be later than five (5) days from receipt of notice/complaint from the Project Management Office (PMO)/Technical Working Group (TWG)/ End-user.*

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1.   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.

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	

1	**Delivery and Documents –**
	
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	
	For Goods supplied from abroad, "The delivery terms applicable to the Contract are DDP delivered ***West Visayas State University, Luna St., La Paz, Iloilo City***. In accordance with INCOTERMS."
	
	For Goods supplied from within the Philippines, "The delivery terms applicable to this Contract are delivered ***West Visayas State University, Luna St., La Paz, Iloilo City***. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***Mr. Julius B. Undar – Chief Administrative Office and Mr. Michael Jan T. Aquino – TWG, IT and Related Equipment.***
	
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.*
	
	   a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	   b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	   c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	   d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. *Specify additional incidental service requirements, as needed. None* 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. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

| | The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. |
|---|---|
| 2.2 | *[If partial payment is allowed, state]* "The terms of payment shall be as follows: ***not applicable***." |
| 4 | The inspections and tests that will be conducted are: ***Performance and Functionality Test.*** |
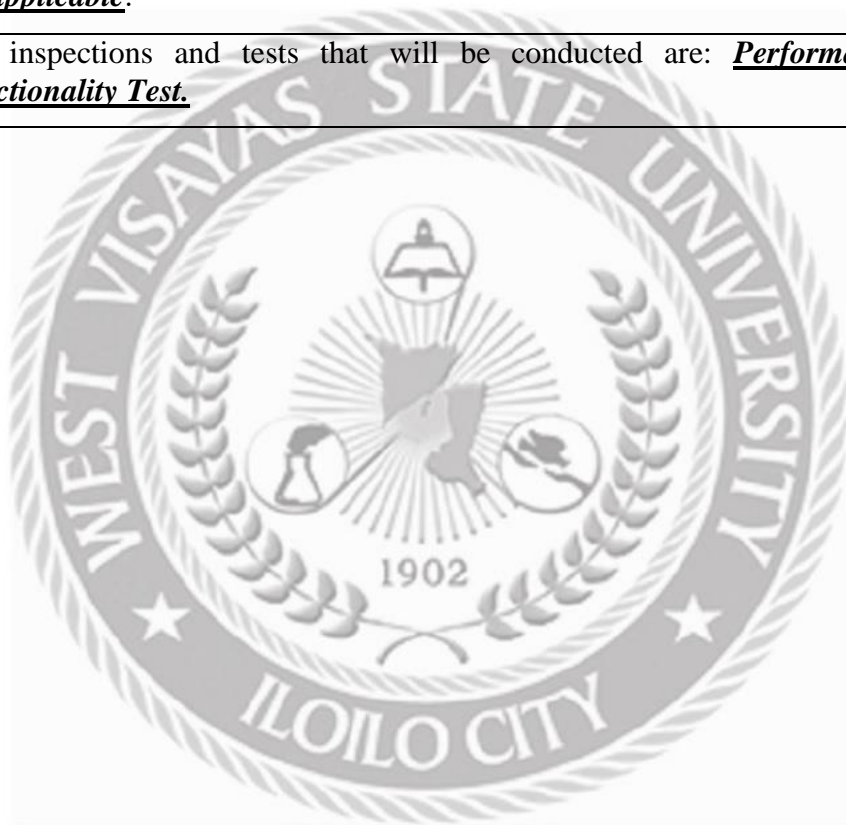
Section VI. Schedule of Requirements

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

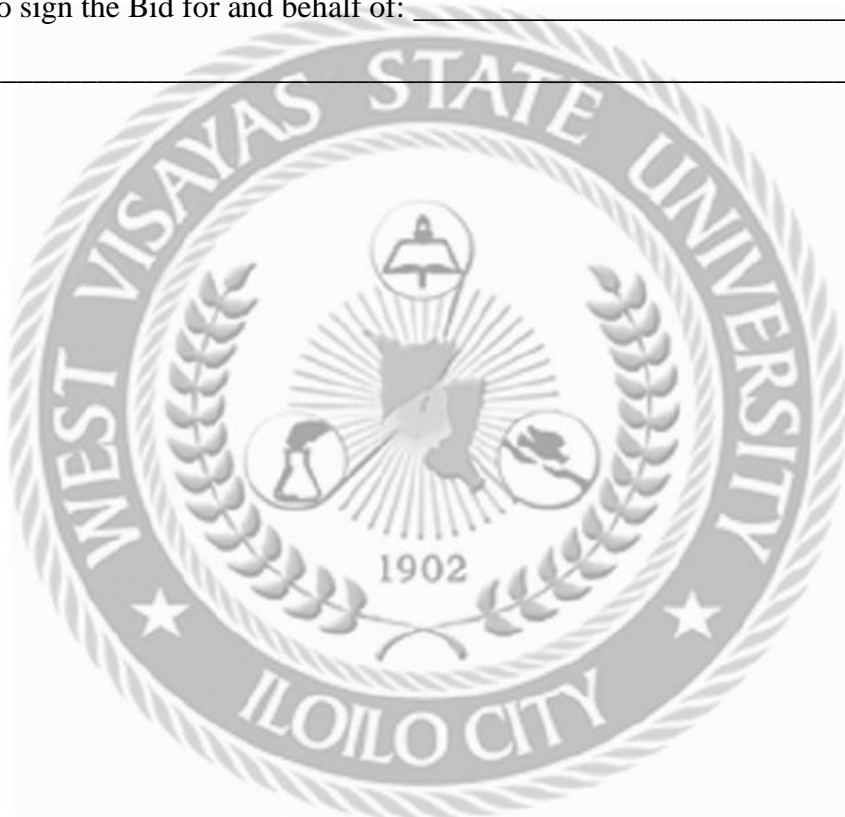| Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1.	*NEXT-GENERATION FIREWALL*	*1 lot*		
	---------Nothing Follows------------			

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Section VII. Technical Specifications

ITEM NO.	SPECIFICATION	Statement of Compliance *[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*
	PROCUREMENT OF NEXT-GENERATION FIREWALL	**Statement of Compliance**
1.	*NEXT-GENERATION FIREWALL*	
	Qty/ Unit: 1 lot	
	Pls. specify brand and model:	
	Unit Cost: 5,000,000.00	
	Next-generation firewalls (NGFWs) are advanced network security solutions designed to provide more sophisticated and comprehensive protection compared to traditional firewalls. They incorporate various features and capabilities to address the evolving threat landscape and the complexities of modern network environments. Some key features of next-generation firewalls include:	
	• *Application Awareness and Control*	
	• *Intrusion Prevention System (IPS*	
	• *User Identity and Access Control*	
	• *Content Filtering*	
	• *Advanced Threat Protection*	
	• *SSL/TLS Inspection*	
	• *Geolocation Filtering*	
	• *Quality of Service (QoS) and Bandwidth Management*	
	• *Integration with Security Information and Event Management (SIEM) Systems*	
	• *Threat Intelligence Integration*	
	• *Network Segmentation*	
	• *Remote Access VPN*	
	Item 1. Next Generation Firewall	
	• *Dimension : 1U or 2U*	
	• *Memory : At least 48G*	
	• *Storage : At least 128GB SSD + 960G SSD*	
	• *Ports : At least 4*GE RJ45 + 4*1G Fiber SFP + 8*10GFiber SFP+ and 4* NIC slot*	
	• *I/O Ports : At least 2*USB + 1*RJ45 MGMT*	
	• *Power Supply : Dual Power Supplies*	
	• *Certifications (Safety, EMC) : CE, FCC, ROHS*	
	• *Firewall Throughput : 80,000 Mbps*	
	• *NGFW Throughput : 32,000 Mbps*	
	• *Threat Protection Throughput : 18,000 Mbps*	
	• *Concurrent connections : 27,000,000*	
	• *IPsec VPN Throughput : 12,500 Mbps*	
	• *New connections : 700,000*	
	• *License: Premium Subscribed Features minimum of 5 Years*	

Section VII. Technical Specifications

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	PROCUREMENT OF NEXT-GENERATION FIREWALL	**Statement of Compliance**
	Features	
	Network Adaptability	
	• *Should support the following deployment modes: Routing/gateway/Layer3 mode; Transparent/Layer2/Inline mode; Virtual wire mode; Bypass mode; Mixed mode.*	
	• *Must support high availability via: Active-Active mode; Active-Passive or Active Standby mode.*	
	• *Should support: Vlan Interface (802.1Q); Sub-Interface.*	
	• *Must support different mode of NAT: SNAT, DNAT and bidirection NAT; One to one NAT, one to many, many to one, many to many NAT; NAT46, NAT64.*	
	• *Should support DHCP, include Support DHCP server, DHCP relay; Support IP reservation.*	
	Routing	
	• *Must support static routing.*	
	• *Must support dynamic routing protocol: IPv4 Network (RIPv1/2, OSPFv2, BGP4); IPv6 Network (OSPFv3).*	
	• *Support redistribute direct route, static route, RIP route (OSPFv2 only) and default route to OSPF.*	
	• *Must support policy-based route. The policy route can setup with: Routing source can be specific to IP, IP group; Support select route based on IP, services, Country/Region, Application etc.; Support load balance via at least 4 methods: Round Robin, Bandwidth ratio Round robin, Weighted least traffic, prefer the first link (link on top).*	
	IPsec VPN	
	• *Must be able to setup site to site VPN in the following scenarios: Both site is static IP; Both site is dynamic IP; One site is dynamic IP while the other site is static IP.*	
	• *Must support IKEv1 and IKEv2.*	
	• *Must support the following algorithm with IPsec VPN: Support ESP, AH; Encryption Algorithm: DES, 3DES, AES (128), AES192, AES256, SANGFOR_DES; Hash Algorithm: MD5, SHA1, SHA2-256, SHA2-384, SHA2-512; Support Perfect Forward Secrecy, group1, group2, group5, group14, group15, group16, group17, group18.*	
	• *Should support SD-WAN capability via VPN tunnels: Support session based link balancing mode; Can choose the optimize link based on bandwidth-remaining ratio, application type or link quality (means packet loss, jitter, latency).*	

Section VII. Technical Specifications

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	PROCUREMENT OF NEXT-GENERATION FIREWALL	**Statement of Compliance**
	• *Support monitoring the status of each VPN tunnel, the data be monitoring includes: Overview of all the active VPN tunnels; Inbound/outbound traffic; Latency; Packet loss rate.*	
	SSL VPN	
	• *Should support SSL VPN features: Support at least 30 concurrent user access; Support TCP, UDP, ICMP protocols; Support HTTP, HTTPS, Email, Fileshare, FTP etc.; Support control access by IP, URL, TCP/UDP port etc.; Support access resource (destination IP/system) by NAT (NGAF IP address) or virtual IP.*	
	• *Should be able to support SSL VPN on system below: Windows XP/7/8/10/11; MacOS 10.9 - MacOS 11.x & Apple M1; Andriod 4.x - Andriod 9.0; IOS7.x - IOS12.x.*	
	• *Should be able to support SSL VPN with mainstream browsers, include IE、Firefox、Chrome，Edge, Safari, Opera etc.*	
	• *Should be able to support: local user database; LDAP, Radius authentication; Two-Factor authentication by SMS, TOTP (Google/Microsoft authenticator); Hardware ID.*	
	• *Must support following algorithms: Hash (MD5, SHA-1, SHA2-256, SHA2-384, SHA2-512); Encryption (AES, AES192, AES256, DES, 3DES; Authentication (RSA).*	
	Access Control	
	• *Should support the application control feature and meet the following specifications: Support application control and can identify & control over 9000 applications; Support admin customize their own application types; Typical types of applications that can be controlled include games, P2P, shopping, social networking, etc.; Should be able to control applications via source/destination IP, username, schedule, etc.; Be able to deny, allow user behavior by applications.*	
	• *Must support URL filtering: Provide at least 70+ URL categories, include game, gambling, finance, Pornography etc.; Support manually create customized the URL category; Should provide on-premise URL signature database, not only rely on cloud.*	

Section VII. Technical Specifications

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PROCUREMENT OF NEXT-GENERATION FIREWALL		**Statement of Compliance**
	• *Must support filter, which can filter the download, upload file by file type(extension); Support common file type(extension) category, including, image, text, executable file, scripts etc.; Support customized file type(extension).*	
	• *Should support feature to control concurrent sessions/connections: Be able to control concurrent session/connect by source IP, destination IP, or bidirectional; In the policy, it will be able to set the maximum concurrent session/connection number per IP.*	
	• *Should be able to control traffic based on Geolocations: Be able to control the source IP by a geolocation level, that means the device have a database that can identify the access (IP) is from which country/region and specify the deny or allow action.*	
	• *Must be able to support bandwidth management feature: Be able to limit or guarantee the bandwidth based on IP, user, application, schedule, vlan, country etc.; Be able to control maximum bandwidth of per IP/User; Support bandwidth control for both upload and download; Support bandwidth usage status monitoring; Traffic ranking based on username, applications or IP.*	
	Intrusion Prevention System	
	• *Must support vulnerability database with at least 9000+ entries.*	
	• *Must support separate server and endpoint vulnerability database group for convenient policy configuration.* • *Must be able to block worms, Trojans, spyware, scanning, DoS, DDoS, vulnerability exploits, buffer overflow attacks, abnormal protocol and attacks with evasive tactic employed.*	
	• *Support burp-force attack prevention for FTP, IMAP MSSQL, POP3 SMTP, ORACLE, RDP, SMBv1, SMBv2, SMBv3, etc.*	
	APT Prevention	
	• *Must support APT detection of identifying botnet, remote control trojans, malicious link, and other threats.*	
	• *Must support anti-malware database with more than 400,000+ entries.*	
	• *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.*	
	• *Support 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.*	

Section VII. Technical Specifications

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PROCUREMENT OF NEXT-GENERATION FIREWALL		**Statement of Compliance**
	• *Support in-depth analysis on detected malware or trojan behaviors by demonstrating interaction & communication between external C&C botnets and others suspicious events.*	
	Risk Assessment and Prevention	
	• *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.*	
	• *Must support real-time vulnerability analysis, includes the underlying software vulnerability analysis, generate real-time analysis report. That can be deployed in mirror mode to discover system vulnerabilities within protected network in real-time.*	
	• *The real-time vulnerability is also to support to detect for the website if it existed backlink, and we can record the type of the black link and the location of backlink.*	
	• *Risk assessment and scanning results must be shown and generated with corresponding reports with detailed description of the issues and recommended solution.*	
	• *Must be 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.*	
	Data Breach Prevention	
	• *Allow to define multiple types of sensitive information based on the characteristics of stored data, the sensitive information includes email account information, MD5 encrypted passwords.*	
	• *Must be able to restrict suspicious file downloading with file types of dat, bak,dmp,backup, asa,log, fp, frx, frt, CNF, ade,mde, db, ldb,etc.*	
	Anti-Virus	
	• *Stream-based anti-virus for HTTP, FTP, SMTP and POP3 , SMBv3 protocols, etc.*	
	• *Must support built-in Artificial Intelligence capability to detect malware, virus and ransomware virants and provide the malware analysis report.*	
	• *Should support compressed file malware inspection, up to 16 layers.*	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance *[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*
	Procurement of Next-Generation Firewall	**Statement of Compliance**
	Reporting	
	• *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"; Security rating by "business server security", "user security" and "vulnerability" ; Business server security by suffered attack times ranking ; Vulnerability assessment.*	
	• *Support the detailed loges for security issues as DOS attack, IPS, viruses, website access, application control, user login and OS configuration.*	
	• *Support detailed threats analysis for specific attack by Description, Target, Solution, Support security analysis for specific server with Attack type, Attack source, etc.*	
	• *The report center must provide full visibility to network, endpoint clients and the business servers 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.*	
	Real-time Monitoring	
	• *Real time provides CPU, memory, disk usage, session number, the number of online users, the network interface, box resource information.*	
	• *Must be provide real-time user ranking / real-time application ranking / real-time host ranking.*	
	• *Must be provide 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.*	
	Certifications	
	• *Vendors must be at Visionaries or higher level of Gartner Magic Quadrant for Network Firewalls.*	
	• *Vendors must have AAA Rating at Cyberdating's Enterprise Firewall also be reported as 2023 Recommended Enterprise Firewalls.*	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance *[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*
	Procurement of Next-Generation Firewall	**Statement of Compliance**
	Item 2. Identity and Access Management	
	• *Dimension : 1U or 2U*	
	• *Memory : At least 8G*	
	• *Storage : At least 64 GB SSD + 960 GB SSD*	
	• *Ports : At least 6*10/100/1000 Base-T and 2*10 Fiber SFP+ Interface, 3 pair of Bypass (copper) network interface*	
	• *I/O Ports : 2*USB*	
	• *Power Supply : Dual Power Supplies*	
	• *Layer 7 Throughput : 2Gbps*	
	• *Concurrent user : 15,000*	
	• *License : Essential Bundle (Bandwidth Management, User Authentication, URL Filtering, Traffic Control, User Behavior Audit, Content Audit, Proxy Server, Anti-proxy, Endpoints Management minimum of 5 Years*	
	Features:	
	User Authentication and Management	
	• *Must support ability to identify user base on IP, MAC, hostname.*	
	• *Must support import user accounts information via CSV file, and support synchronize users with LDAP, database and H3C CAMS Server.*	
	• *Must support password based on SMS, Webchat, QR code, Facebook, LDAP, RADIUS, POP3, CAS, H3C CAMS, OAUTH, SAML 2.0 authentication.*	
	• *Must support single sign-on authentication base on Active Directory, Radius, POP3, Proxy, Web Server, HTTP API, Database Server. Support integration with SMS authentication, Facebook authentication, WeChat authentication, QR code authentication, and other popular authentication methods.*	
	• *Support list of protocol as a third-party appliance for authentication including CMCC1.0, CMCC2.0, Portal 2.0/IMC, Cisco Web Portal Protocol and Aruba.*	
	• *User can submit the application information, and then IT administrator can approve the application, support add new item of information collection.*	
	Access Control	
	• *Application Database must support more than 6000+ applications in its database including 700+ cloud applications, 1000+ mobile applications, 300+ web applications and must support self-define app rules, application database update in every 2 weeks.*	

Section VII. Technical Specifications

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	Procurement of Next-Generation Firewall	**Statement of Compliance**
	• *Must support access management based on services or ports such as HTTP (80), HTTPS (443), TELNET(23), SSH(22), FTP(21), SMTP(25), POP3(110).*	
	• *Must support ten million URLs of URL database, must include sub categories such as pornographic, gambling, games, illegal drugs, counteraction, financial, education in URL database.*	
	• *Must support control HTTP, FTP upload and download activity based on file type at least docx, xlsx, pptx, txt, rar, bat, exe, pdf, zip, rar, gz, bz2, Z, tgz, tbz, 7z, cab, bz.*	
	Bandwidth Management	
	• *Must support guarantee and limit bandwidth management, support at least 1000 policy.*	
	• *Must support BM base on application types, website types, file types, users, schedules, destination IP, end point types (PC, mobile phone).*	
	• *Support Dynamic bandwidth management, support average allocation/predefined bandwidth allocation among users in a single traffic pipe.*	
	• *Support precise identification and manage known, variant, encrypted and unknown P2P behaviors. Support application at least Xunlei P2P, BT, eMule, Ares, BitTorrent sync, P2P-NAT, P2P Behavior.*	
	• *Support with precise identify and manage international bandwidth. Make overseas traffic visible. Manage regional and overseas traffic respectively. Control overseas traffic.*	
	Report Center	
	• *Support logs search base on time, IP address, endpoint device, application flow, action.*	
	• *Support application traffic ranking, URL category traffic ranking, URL traffic ranking, application duration ranking, URL category traffic ranking, URL traffic ranking, file upload ranking, IM ranking, Email and microblog ranking, term search ranking, endpoint device ranking*	
	• *Support application access trend, URL category access trend, TOP talks of URL trend, endpoint access trend.*	
	• *Support Real-time monitor of CPU / hard disk / traffic / connection / session status, online user information, traffic ranking, connection ranking; real-time utilization visibility of bandwidth channels.*	
	• *Support Content log including IM chat (Gtalk, Skype, QQ, Yahoo! Messenger); SMTP and Web mail content and attachment (Gmail, Yahoo, exchange), keyword search (Google, Bing).*	

Section VII. Technical Specifications

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	Procurement of Next-Generation Firewall	**Statement of Compliance**
	• *Support customize report base on traffic, online duration, Internet activities, URL category, endpoint.*	
	• *Support report file format CSV, PDF and able to integrate with external storage with specific data format for advanced use;*	
	Business Intelligence	
	• *Analyze and visualize Internet bandwidth usage including bandwidth overload analysis, bandwidth-intensive application distribution and tracking of the most active applications and users, offering intuitive insight on bandwidth utilization.*	
	• *Use to visualize load and throughput on leased lines, as well as real time traffic ranking by application and user, providing more comprehensive information for administrators responsible on expansion of leased line bandwidth.*	
	• *Identify and analyze office PC electricity waste and estimate costs by user or department, making the IT department more productive and valuable in cooperative operations.*	
	Management Tools	
	• *Must support redirect user URL request to specific page, with configuration of authentication.*	
	• *Must support flow quota base on daily and monthly, support concurrent session quota per user.*	
	• *Must support hierarchical administrator privileges. Functionality of different modules can be assigned to different administrators as needed, via a hierarchical management model; Administration of different functions and modules can be delegated to different administrative groups.*	
	• *Must support management base on endpoint device OS, identify the type of endpoints and manage the endpoints, support detected endpoint for access control policy based on endpoint type i.e mobile device, pc, dumb endpoint, medical equipment and custom device.*	
	Network and Deployment	
	• *Must support built-in stateful Firewall; Built-in IPsec VPN; Gateway Anti-virus option.*	
	• *Support flexible deployment mode at least Route, Bridge, Double bridge, Bypass, Single-arm mode.*	
	• *Support high availability active-standy and active-active mode.*	
	• *Must support IPv6, include authentication, application, bandwidth management, content audit and report.*	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		Statement of Compliance *[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*
	Procurement of Next-Generation Firewall	**Statement of Compliance**
	Proxy Avoidance Protection	
	• *Support multiple management of proxy avoidance protection, identify the users who are using proxy avoidance applications surfing the Internet as well as block and alert users who are using proxy avoidance applications.*	
	• *Must support detection and blocking proxy avoidance applications capability via gateway and endpoint client perspective. These methods can be applied either one or both concurrently.*	
	• *User can configure separate whitelisting of DNS server addresses, IP addresses and domains.*	
	• *Support wide range of proxy avoidance applications such as Betternet, ExpressVPN, Freegate, Hide Me, Hotspot Shield, OpenVPN, ProtonVPN, Psiphon, PureVPN, Surfshark, Tor Browser, TunnelBear, Ultrasurf and etc.*	
	• *Support list of proxy avoidance applications logging and reporting purpose such as username, type of endpoint devices, proxy avoidance applications, time and etc.*	
	• *Support integration option including on-premise and cloud endpoint client management.*	
	Asset Management	
	• *Support asset inventory, check connected, offline and vacant endpoint based on ip address pool, allow to define offline status based on customise of inactive days.*	
	• *Support detection on unknown & rogue endpoint, support endpoint discovery and scanning based on ip address, ip address range and ip address subnet.*	
	• *Support endpoint device classification based on mobile device, pc, dumb endpoint, medical equipment and custom device.*	
	Ingress Client and Audit	
	• *Support content audit capabilities for various list of web (without ingress client) and local installed applications.*	
	• *Support audit content and attachments, with drop-down list selection to perform "Audit" and "Do not audit" and array of file type selection support in audit capabilities.*	
	• *Support tracing user action perform in USB devices including insert, modify file and copy file.*	
	• *Support peripheral control, illegal external control, USB disk drive audit and IM chat audit in offline environment.*	

Section VII. Technical Specifications

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	Procurement of Next-Generation Firewall	**Statement of Compliance**
	Endpoint Compliance Security Check	
	• *Support verification of local installed antivirus software within endpoint, existing antivirus version requirements and existing antivirus database update i.e number of days the virus database has not been updated.*	
	• *Support verification for login from specify domain.*	
	• *Support verification of required operating system, version and patch.*	
	• *Support verification of specific process name, window name, program path and status.*	
	• *Support verification of access from IP address, port numbers and it can be applied on offline endpoints.*	
	• *Support verification of device types with blacklisting and whitelisting including storage device, network device, bluetooth device, camera and printer.*	
	Item 3. Endpoint Security Software	
	Endpoint Management	
	• *The antivirus must include but is not limited to: Protection software for Windows workstations, Linux workstations, Oracle, Active Directory.*	
	• *The antivirus solution must be installed to at least 200 endpoints with a valid subscription for minimum of 1 year*	
	• *The anti-virus solution should have centralized management, monitoring update software. It should allow for slave servers, tools for distributing both the client agents and signature database updates to other clients, distribute all agents in a single action as well as monitor the health of the agent.*	
	• *The anti-virus solution should have capability to update databases of signatures for malicious programs and attacks. It should use the same mechanism to distribute signatures, updates, firewall policies and engine updates.*	
	• *The anti-virus solution should provide a list of system resources that are continuously monitored indicating malware presence e.g., host files, registry.*	
	• *The anti-virus solution should accommodate resident antivirus monitoring.*	
	• *The anti-virus solution should have launching of tasks by schedule and/or just after loading the operating system.*	
	• *The anti-virus solution should support virtualized environments.*	

Section VII. Technical Specifications

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	Procurement of Next-Generation Firewall	**Statement of Compliance**
	Anti-virus/Anti-malware Analysis	
	• *The anti-virus solution should allow for simulation of unknown code before execution to determine malicious intent without user intervention.*	
	• *The anti-virus solution should have a Heuristic analyzer that allows identification and blocking of previously unknown malware more efficiently including zero-day outbreaks.*	
	• *The anti-virus solution should have Artificial intelligence capabilities that allow identification and blocking of previously unknown malware more efficiently including zero-day outbreaks.*	
	• *The anti-virus solution should have Artificial intelligence capabilities that allows identification and blocking of previously unknown malware based on malware family classification.*	
	• *The anti-virus solution should have capability of scanning on the user's or administrator's request and according to a schedule. The primary administrator should be able to manage the whole solution while local domain administrators should manage their groups.*	
	• *The anti-virus solution should have capabilities of checking and disinfection of files in archives using the RAR, ARJ, ZIP, CAB, LHA, JAR, ICE formats up to 16 layers.*	
	• *The anti-virus solution should have cloud-based technology that provides ability to receive verdicts in online mode about applications and executable files running on computer.*	
	• *The anti-virus solution should have capabilities of scanning of all scripts, developed in Microsoft Internet Explorer, as well as any WSH scripts (JavaScript, Visual Basic Script WSH scripts (JavaScript, Visual Basic Script etc.)), launched when the user works on the computer, including the Internet.*	
	• *The anti-virus solution should have protection of HTTP-traffic scanning of all objects entering the user's computer through the HTTP/FTP protocol.*	
	Response	
	• *The anti-virus solution should have applications control that prevents applications from performing actions that may be dangerous for the system.*	
	• *The anti-virus solution should have protection against hacker attacks by using a firewall with an intrusion detection and prevention system (IDS/IPS) and network activity rules. It should also provide deep packet inspection of incoming network traffic.*	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		Statement of Compliance *[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*
	Procurement of Next-Generation Firewall	**Statement of Compliance**
	• *The anti-virus solution should control for isolation from any connected network.*	
	• *The anti-virus solution should have special task for detecting vulnerabilities, with results available in reports. It should also allow for completely ad-hoc reports. (Not the Filtered reports).*	
	• *The anti-virus solution should have special task for detecting compliance with organization security compliance policies, with results available in reports. It should also allow for completely ad-hoc reports. (Not the Filtered reports).*	
	• *The anti-virus solution should provide visual representation of allowed/unauthorized/suspicious communications between endpoint and other network and internet devices.*	
	• *The anti-virus solution should provide integrity checks of endpoints to include (but not limited to): for Windows endpoints include account, access control, security audit, history information protection, intrusion prevention and malicious code prevention. For Linux endpoints include account, access control, security audit, SSH policy detection, intrusion prevention and malicious code prevention.*	
	System Management	
	• *The anti-virus solution should have Access via a Web console.*	
	• *The anti-virus solution should have centralized management software for all protected resources must allow Installation of the antivirus protection system from a single distribution point as well as remote installations.*	
	• *The anti-virus solution should have centralized installation/update/deletion of antivirus protection software, setting, administration, viewing reports and statistical information on software operation. It should also be able to automatically update end point signatures and engines and pull status information when off the enterprise network, but internet connected.*	
	• *The anti-virus solution should have various methods of antivirus protection software installation: remote methods - RPC, GPO, net agents; local method – stand-alone installation package.*	
	• *The anti-virus solution should have vulnerability scanning for computers in the network, ability to provide reports on detected software vulnerabilities and rootkits. It should be able to run scheduled, on-demand and real time on access scans.*	
	• *The anti-virus solution should have automatic license deployment.*	

Section VII. Technical Specifications

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	Procurement of Next-Generation Firewall	**Statement of Compliance**
	• *The anti-virus solution should have Integrated patch management functionality: centralized discovery and remote installation of OS and third-party detections and updates.*	
	• *The anti-virus solution should have centralized management of objects of backup storage and quarantine locations on all network resources in which antivirus software is installed. It should identify, quarantine, and remove viruses on infected devices without end user intervention.*	
	• *Upon end point solution installation, the centralized solution should automatically take over the client performance and ensure that it is not interfered with e.g., scans and updates run on schedule and cannot be interfered with.*	
	• *The anti-virus solution should have centralized scanning of all network machines including new endpoints that join the network.*	
	• *The anti-virus solution should have regulated updating of antivirus databases. It should also update end point policies, signatures, and engines for end points when off the network.*	
	• *The anti-virus solution should have technical support of the antivirus protection system and on a 24/7 basis, by telephone, email, and Internet.*	
	Threat Intelligence	
	• *The anti-virus solution should have Several Sources of Intelligence.*	
	• *The anti-virus solution should have threat Intelligence services to mitigate and give actionable information of threats detected locally or globally.*	
	• *The anti-virus solution should have data feeds to inform the business about risks and implications associated with cyber threats and defend against attacks even before they are launched. They may include Malicious Hash feeds, Whitelisting Data Feeds and Botnet C&C URL Feeds.*	
	• *The anti-virus solution should provide a detailed inventory of applications installed on managed workstations e.g., application name, and version.*	
	• *The anti-virus solution should have each Data Feed give output of actionable context such as threat names, timestamps, geo-location, resolved IPs addresses of infected web resources.*	
	• *The anti-virus solution should have threat intelligence generated in real time.*	

Section VII. Technical Specifications

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	Procurement of Next-Generation Firewall	**Statement of Compliance**
	• *The anti-virus solution should have intelligence services which allow detection of malware in all types of traffic, whether web, Email, P2P, Instant Messaging.*	
	• *The anti-virus solution should have easy integration of actionable context into existing security solutions.*	
	• *The anti-virus solution should have capability to conduct intricate searches into threat indicators.*	
	• *The anti-virus solution should have Advanced Persistent Threat Intelligence.*	
	Mitigation	
	• *The anti-virus solution should have capabilities to mitigate against targeted attacks.*	
	• *The anti-virus solution should have capabilities to allow administrators to mitigate infections and attacks across multiple targets with minimal effort from the management console.*	
	• *The anti-virus solution should have real-time ransomware protection to detect and block encryption of endpoints and shared folders.*	
	• *The anti-virus solution should have capabilities to allow administrators to isolate individual or multiple targets from the network (micro-isolation) with minimal effort from the management console.*	
	• *The anti-virus solution should integrate with the firewall of same brand to allow administrators to mitigate infections and attacks across multiple targets with minimal effort from the firewall.*	
	• *The anti-virus solution should integrate with firewall of same brand to contain the propagation of infections and attacks across domains.*	
	• *The anti-virus solution should allow for immediate incident response and forensic capabilities with the help of same brand firewall.*	
	Reporting & Monitoring	
	• *The anti-virus solution should have Provision of customizable endpoint compliance reports based on organizational security policies.*	
	• *The anti-virus solution should have Identification of notable threats for different states and different locations or countries.*	
	• *The anti-virus solution should have proactive alerts about threats coming from botnets that target online users with the help of same brand firewall.*	
	• *The solution should allow for creation of new client groups not dependent on the active directory and report on the group as well as use it in policy.*	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	Procurement of Next-Generation Firewall	**Statement of Compliance**
	Conditions:	
	Vendor Responsibility	
	• *Vendor must provide onsite training to ensure IT team of WVSU is capable to maintain the products*	
	• *Vendor must provide 24*7 Technical support through Phone, Email, and Remote Web Assistance*	
	• *Vendor must prepare spare parts and units in Visayas in case of hardware failure*	
	• *Vendor must ensure 4 hours of response time upon receiving the support call*	
	• *Vendor should have engineers based in Visayas to provide onsite support if needed*	
	• *Vendor should offer quarterly health check and software upgrade to ensure products running in best condition.*	
	• *Vendor should ensure that the configuration and implementation should be as per the requirement of the end-user*	
	• *As part of the post qualification, vendor must conduct a proof of concept to show that the system works with the WVSU network in accordance with the above specifications subject to the evaluation of the TWG*	
	• *Vendor should submit a certificate of authorization from the manufacturer that they are an authorized partner or reseller to extend the maximum warranty of all equipment.*	
	• *The vendor must present credentials for two (2) employees trained and certified as Firewall Engineers of the brand they supply.*	
	• *Vendor should provide a turn-over training to MIS Network Personnel for a minimum of 8hrs upon implementation of the system.*	
	Documentation:	
	• *The manufacturer should provide a certificate of ownership of the license that the license should name WVSU as the license owner.*	
	• *Proper documentation and complete technology transfer are part of the requirements for the final acceptance of the project.*	
	------*Nothing Follows------*	

Name: _____

Legal Capacity: _____

Signature: _____

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

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE
(Bidder should submit only one (1) copy labeled "ORIGINAL")

Class "A" Documents

Legal Documents

☐ (a) Valid and updated PhilGEPS Certificate of Platinum Registration and Membership ONLY for purposes of determining eligibility in accordance with GPPB Resolution No. 015-2021. Please see attached sample of Revised PhilGEPS Certificate of Platinum Registration and Membership;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

    or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Original duly signed Omnibus Sworn Statement (OSS);

    and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (g) The 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**

☐ (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

(Bidder should submit only one (1) copy labeled "ORIGINAL")

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

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

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

_____

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
Of agent Currency Commission or gratuity
_____
_____
_____
(if none, state "None") *]*

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

_____

For Goods Offered from Within the Philippines

Name of Bidder _____ **_Project ID No. 2023-38_** Page **_1 of 1_**

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXWp er item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1.	*Next-Generation Firewall*		*1*						
---Nothing Follows----									
	TOTAL BID PRICE							*PhP*	

Name: _____

Legal Capacity: _____

Signature: _____

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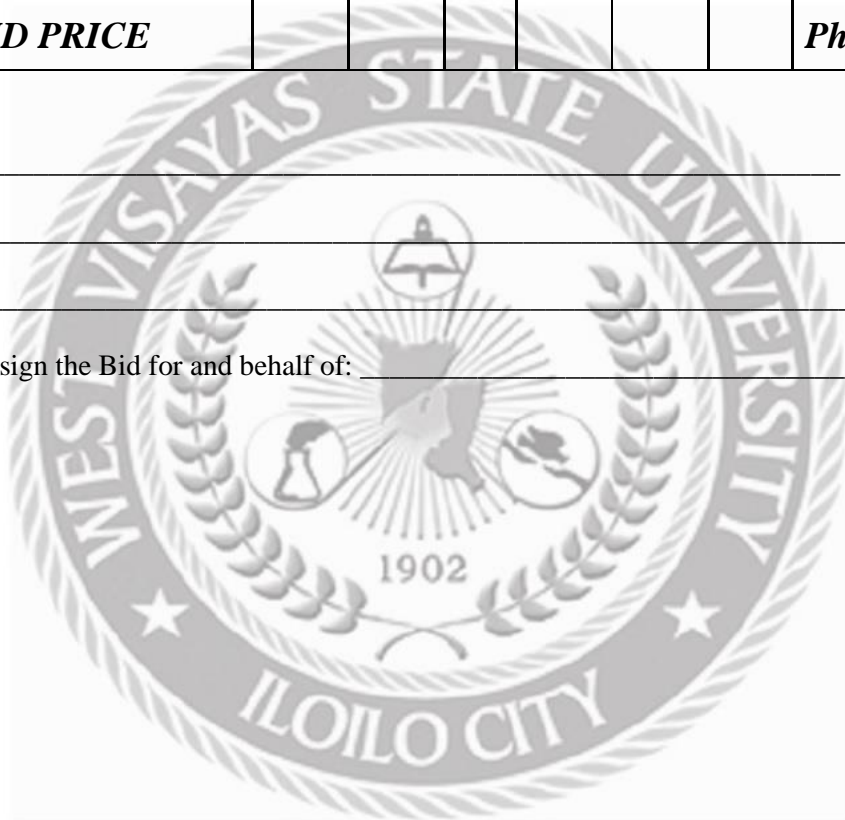
Name of the Procuring Entity: _____

Project: _____

Location of the Project: _____

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name**:** _____

Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Date of Delivery	Amount		End-user's acceptance or official receipt(s) or sales invoice issued for the contract
						Contract	Value of Outstanding Contract	
Government								
Private								
							Total Cost	

Note: This statement shall be supported with:
  1. Notice of Award (NOA)
  2. Contract
  3. Notice to Proceed (NTP)
  4. And other documents, if necessary

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Name of the Procuring Entity: _____

Project: _____

Location of the Project: _____

Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the Contract to be bid which should be at least fifty percent (50%) of the ABC

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b.Owner's Name Address c.Telephone Nos.	Nature of Work	Bidder's Role		a. Amount of Award b.Amount of Completion c.Duration	a. Date Awarded b.Contract Effectivity c.Date Completed
			Description	%		

Note: This statement shall be supported with:
1. **Contract**
2. **Certificate of completion/ acceptance or**
3. **Official receipt issued to the Procuring Entity**

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

_____

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

   a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
      i.   Procuring Entity has no claims filed against the contract awardee;
      ii. It has no claims for labor and materials filed against the contractor; and
      iii. Other terms of the contract; or

   b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

_____

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

   [If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

   [If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

   [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

   [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   [If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   [If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

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

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

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

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Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]
_____

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

<div align="right">

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

</div>

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]
_____

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any
   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

      Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
   iii. Performance Security;
   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

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

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

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