



Republic of the Philippines
Supreme Court
Manila

SC-BAC-GS CONTRACT NO. 2022 - 13

**CONTRACT FOR THE DIRECT INTERNET CONNECTIVITY
AND ICT NETWORK SECURITY SYSTEMS
FOR THE QUEZON CITY HALL OF JUSTICE
LOT 1: NEXT GENERATION FIREWALL WITH
UNINTERRUPTIBLE POWER SUPPLY**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ____ day of SEP 08 2022
2022 in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government entity of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila, represented herein by **ATTY. MARIFE M. LOMIBAO-CUEVAS**, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **"COURT;"**

-and-

INTEGRATED COMPUTER SYSTEMS, INC., a business firm organized and existing in accordance with Philippine laws, with principal business address at 3/F Limketkai Bldg., Ortigas Avenue, San Juan City, Metro Manila, and represented by **MS. MARY K. NGO**, in her capacity as the Senior Vice-President, Marketing and Authorized Representative/Signatory, of **INTEGRATED COMPUTER SYSTEMS, INC.**, hereinafter referred to as the **"SUPPLIER/SERVICE PROVIDER."**

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on 04 April 2022 an Invitation to Bid for the *Procurement of Direct Internet Connectivity and ICT Network Security Systems for the Quezon City Hall of Justice – Lot 1: Next Generation Firewall with Uninterruptible Power Supply*. The Invitation to Bid was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the Supreme Court Website, and the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

Witness (Supreme Court)

Supreme Court

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WHEREAS, the **SUPPLIER / SERVICE PROVIDER** won in the public bidding conducted by the **COURT** on 04 May 2022 and was recommended by the SC-BAC-GS, in its Memorandum dated 17 June 2022, to be awarded the contract for the *Procurement of Direct Internet Connectivity and ICT Network Security Systems for the Quezon City Hall of Justice – Lot 1: Next Generation Firewall with Uninterruptible Power Supply*, which recommendation was approved by the Court *En Banc* through its Resolution dated 21 June 2022 in A.M. No. 21-11-17-SC (*Re: Request for Procurement of Direct Internet Connectivity and ICT Network Security Systems for the Quezon City Hall of Justice*);

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SUPPLIER / SERVICE PROVIDER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **SUPPLIER / SERVICE PROVIDER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SUPPLIER / SERVICE PROVIDER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any;
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SUPPLIER / SERVICE PROVIDER's** *conforme* thereto;



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1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SUPPLIER / SERVICE PROVIDER** agrees that additional 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.

1.2 **COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 **INCIDENTAL ITEMS.** 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.

1.4 **FAILURE TO COMPLY.** If the **SUPPLIER/SERVICE PROVIDER** fails to complete the Project under this Contract and the Official Bid Documents within the period provided in Section 3.2 hereof, the **COURT** shall have the right to engage the services of a third party to complete the Project, provided, however, that all expenses incurred by the **COURT** shall be charged to the account of the **SUPPLIER/SERVICE PROVIDER**. The right of the **COURT** to engage the services of a third party shall be without prejudice to other rights of the **COURT** under this Contract to proceed against the **SUPPLIER/SERVICE PROVIDER** or to which the **COURT** may be entitled to under the law and equity.

ARTICLE II SCOPE OF WORK

2.1 **COMPONENTS.** As stated and elaborated in Section VII. Technical Specifications of the bidding documents for the *Procurement of Direct Internet Connectivity and ICT Network Security Systems for the Quezon City Hall of Justice – Lot 1: Next Generation Firewall with Uninterruptible Power Supply*, the scope of work covers the following:



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1. General Requirements

- The Supplier shall furnish all labor, materials, tools, and equipment and perform all operations necessary to complete the supply, delivery, and installation of a Next Generation Firewall (NGFW) and Uninterruptible Power Supply (UPS) for the Quezon City Hall of Justice.
- The equipment must be manufactured by an ISO 9001 or ISO 9002 certified factory.
- The firewall must be an Enterprise-Grade Next Generation Firewall/UTM configured on a High-Availability setup – minimum of 2 units shall be provided.
- The solution must be able to handle “smoothly” the network traffic with all security features turned “ON”.
- If additional equipment or items (i.e. switches, transceivers, patch cords, etc.), although not specifically indicated herein, are needed to enable all equipment to work efficiently, the Supplier shall provide such equipment or items at no additional cost.
- The solution must be capable of serving the entire scope of security gateway requirements, including throughput, connection rate and security application.
- The Supplier must provide industry certifications of the solution. It must provide NSS Labs and/or ICSA Labs certification.
- The solution must have an option to deliver real-time assessment of compliance with major regulations (i.e. PCI-DSS, HIPPA, SOX).
- The solution must have an option to recommend security best practices.
- The Supplier must provide Professional Services from the Manufacturer to ensure a smooth, effective, and efficient solution implementation.
- The Supplier is advised to visit the site and satisfy itself as to local conditions and facilities that may affect its work.
- The Supplier will be deemed to have done this before preparing his proposal and no subsequent claim on the ground of inadequate or inaccurate information.

2. Firewall Performance

NGFW Throughput	7 Gbps
IPS Throughput	7 Gbps



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	Concurrent TCP Sessions	6 million
	New TCP connections/sec.	400,000
	IPSec VPN Tunnels	40,000
	IPsec VPN Throughput	20 Gbps
3. Storage	SSD	2 x 200 Gb
4. Network Interfaces	10 Gigabit Ethernet SFP+	2
	Gigabit Ethernet RJ45	8
	USB Ports	2
	RJ45 Console	1
5. Physical and Power Specifications	Form Factor	1 RU, Rack Mount
	Power Source	100-240V, 50/60 Hz
	Redundant Power Supply	Yes
6. Networking	The firewall must support both static routing and the following dynamic routing. <ul style="list-style-type: none">• OSPF• BGP• RIP	
	The firewall must support dual IPv4 and IPv6 stacks including application control and inspection.	
	The firewall must support aggregation of links on all interface ports based on IEEE 802.3ad.	
	The firewall must support static ARP entries and proxy ARP.	
	The firewall must support DHCP relay locally.	
	The firewall must support policy-based routing.	
	The firewall must support the following NAT deployment modes for IPv4 and IPv6: <ul style="list-style-type: none">• Static NAT• Dynamic NAT• PAT (Port Address Translation)	

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7. Security

The firewall should include the following and not as an add-on license or subscription.

- Intrusion Prevention System (IPS)
- Advanced Malware Protection
- Application Control
- Web and Video Filtering
- Antispam

The firewall must support full stack, multi-layer normalization and stream-based data inspection and detection processes to detect advanced evasion techniques.

The firewall must support the following protocols and applications:

- Internet Protocol version 4 (IPv4)
- Internet Protocol version 6 (IPv6)
- Transmission Control Protocol (TCP)
- User Datagram Protocol (UDP)
- Internet Control Message Protocol (ICMP)
- Generic Route Encapsulation (GRE)
- Domain Name System (DNS)
- Simple Network Management Protocol (SNMP)
- Hypertext Transport Protocol (HTTP)
- Hypertext Transport Protocol Secure (HTTPS)
- File Transfer Protocol (FTP)
- Telnet
- NetBIOS over IP (Microsoft Networking)
- Secure Socket Layer (SSL) and Transport Layer Security (TLS)
- Simple Mail Transfer Protocol (SMTP)
- IMAP
- POP3

The firewall must provide file filtering support for blocking of malicious files.

The firewall must support both basic DLP filter types and DLP fingerprinting.

The proposed solution must have an extensible detection framework to quickly integrate proprietary and third-party solutions (API).

Must be able to provide specific category to address HTTP based technology which bypass web filtering, e.g. third-party proxy servers, anonymous surfing, CGI-proxy.



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8. High Availability

The firewall must include support for the following high availability features:

- Active – Active
- Active – Passive
- Clustering Mode

The firewall must support at least 3 independent ISP/WAN connections concurrently and the ability to combine and aggregate multiple ISP/WAN links.

The firewall must be able to support logically separated virtual firewall instances which are isolated from each other in a single appliance. With built-in free virtual contexts.

9. Management

The firewall shall be able to limit remote management access from a trusted network or host with a corresponding administrator account

The management software must have a multi-selection support that perform actions and commit changes to hundreds of elements simultaneously.

The firewall must support offline updating of content, firmware, or signature.

10. Uninterruptible Power Supply – 1 Unit

Form Factor	Rack Mountable
Output Power Capacity	3.0 kVA
Nominal Output Voltage	220/230/240 V
Output Connection	IEC-320 C13 – Minimum of 6
Runtime	At least 3 minutes at full load
Bypass	Yes
Output Frequency	57 – 63 Hz
Input Frequency	40 – 70 Hz
Battery Type	12V / 9AH

11. Training

- Provide a comprehensive training for at least ten (10) MISO personnel relative to all operating system, software and equipment proposed by the Supplier



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	<ul style="list-style-type: none">• Provisions for coordination and approval by the SCP with regard to training description, objectives, modules, schedule, and venue/s• Equipment familiarization, operation, spotting probable problems, troubleshooting, and translation of system logs to be considered as standard deliverables (not as skills-enhancement training)
12. Warranty and support	<ul style="list-style-type: none">• Minimum three (3) years warranty on all parts and services on all equipment• At least three (3) years on-site service warranty (4-hour response time)• Provision of a service unit equal to or with higher specifications than those of the existing equipment, while the latter is undergoing repair and/or replacement.• Three (3) years comprehensive (24 x 7) support services that include, at a minimum, the following:<ul style="list-style-type: none">▪ Firmware upgrades▪ Remote and on-site support when needed▪ 24 x 7 unlimited email and phone support▪ Operating system and software support services• Warranty of equipment starts upon completion of Testing and Commissioning• License term of all software and subscriptions will start upon completion of Testing and Commissioning

ARTICLE III EFFECTIVITY AND TERM OF SERVICE

3.1 EFFECTIVITY DATE. This Contract shall take effect upon receipt by the **SUPPLIER/SERVICE PROVIDER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.

3.2 COMPLETION DATE. The **SUPPLIER/SERVICE PROVIDER** shall furnish all labor, materials, tools, and equipment and perform all operations necessary to complete the supply, delivery, and installation of a Next Generation Firewall (NGFW) and Uninterruptible Power Supply (UPS) for the Quezon City Hall of Justice in accordance with the following schedule:



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Description		Schedule
Submission and Approval of Project Plan – Deployment Plan		Ten (10) working days from Notice to Proceed
Delivery of Equipment	<ul style="list-style-type: none">• Firewall with Uninterruptible Power Supply	Fourty-five (45) calendar days after acceptance of Project – Deployment Plan
Installation and Commissioning	<ul style="list-style-type: none">• Firewall with Uninterruptible Power Supply	
Training		
Project Acceptance		

Notwithstanding any provisions to the contract, the **COURT** shall have the right, power and privilege to extend or terminate the services of the **SUPPLIER/ SERVICE PROVIDER** for valid cause whatsoever without need of judicial action by giving thirty (30) calendar days prior written notice to the **SUPPLIER/ SERVICE PROVIDER**, which hereby agrees by the decision of the **COURT**.

- 3.3 **CONTRACT PRICE & TERMS OF PAYMENT.** For and in consideration of the full and satisfactory supply, delivery and installation of Next Generation Firewall (NGFW) and Uninterruptible Power Supply (UPS) for the Quezon City Hall of Justice by the **SUPPLIER/ SERVICE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the total agreed contract price of **THREE MILLION SEVEN HUNDRED THOUSAND NINE HUNDRED EIGHTY PESOS (₱3,700,980.00)**.

ARTICLE IV SUPERVISION OF WORK

- 4.1 **ACCESS TO THE SUPREME COURT.** The **COURT** shall grant the **SUPPLIER/SERVICE PROVIDER** access to the **Supreme Court** premises reasonably necessary for the **SUPPLIER/SERVICE PROVIDER** to deliver the Project and perform the services required under this Contract and the Official Bid Documents.



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4.2 **SAFETY AND SECURITY.** The **SUPPLIER/SERVICE PROVIDER** shall strictly observe the sanitation, safety and security rules and regulations of the **Supreme Court** in the execution of this Contract. The **SUPPLIER/SERVICE PROVIDER** shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as its works, equipment, installation and the like to be affected by the implementation of this Contract.

4.3 **ACCOUNT FOR DAMAGE.** Any damage to the building's equipment/facilities, directly or indirectly caused by the **SUPPLIER/SERVICE PROVIDER** or its personnel, shall immediately be repaired/replaced or restored by the **SUPPLIER/SERVICE PROVIDER** in its account.

ARTICLE V REPRESENTATIONS/WARRANTIES

5.1 **PERFORMANCE WARRANTY.** The **SUPPLIER / SERVICE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

5.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER / SERVICE PROVIDER** agrees to guarantee the completed Project against manufacturing defects and poor workmanship for a period specified in the bidding documents from the date of issuance of the Certificate of Acceptance. In case of any defect and poor workmanship of the Project discovered or found within this period, the **SUPPLIER/SERVICE PROVIDER** shall make the necessary replacement or repairs at no expense to the **COURT**.

The **SUPPLIER/SERVICE PROVIDER** agrees to provide warranty and support for in accordance with Section VII. Technical Specifications of the bidding documents, from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement or repairs at no expense to the **COURT**.



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- 5.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER / SERVICE PROVIDER** in the form of (1) retention money; or (2) a special bank guarantee, equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

ARTICLE VI PERFORMANCE SECURITY

- 6.1 **AMOUNT AND FORM.** The **SUPPLIER/SERVICE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court; or (4) Performance Securing Declaration.
- 6.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER/SERVICE PROVIDER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER / SERVICE PROVIDER**.
- 6.3 **FORFEITURE.** The failure of the **SUPPLIER / SERVICE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.



ARTICLE VII TERMINATION OF CONTRACT

- 7.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER/SERVICE PROVIDER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER/SERVICE PROVIDER**.
- 7.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER/SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.
- 7.3 **TERMINATION FOR INSOLVENCY.** The **COURT** shall have the right terminate this Contract if the **SUPPLIER/SERVICE PROVIDER** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction.
- 7.4 **TERMINATION FOR CONVENIENCE.** In any event, the **COURT** shall have the right to terminate this Contract, in whole or in part, by serving a thirty-day written notice to the **SUPPLIER/SERVICE PROVIDER**. The termination under this Section may be resorted to by the **COURT** if it has determined the existence of conditions that render the performance of the **SUPPLIER/SERVICE PROVIDER** economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous events or changes in law and national government policies.
- 7.5 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER/SERVICE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SUPPLIER/SERVICE PROVIDER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER/SERVICE PROVIDER**.

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- 7.6 REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VIII VENUE OF ACTIONS

- 8.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

**INTEGRATED COMPUTER
SYSTEMS, INC.
(SUPPLIER/SERVICE
PROVIDER)**

Represented by:

Represented by:


MARIFE M. LOMIBAO-CUEVAS


MARY K. NGO

SIGNED IN THE PRESENCE OF:


IVY B. SILVA


MERIBETH V. SANCHEZ
(Witness of ICS)

**ACKNOWLEDGMENT**

Republic of the Philippines)
City of Manila) S.S.


BEFORE ME personally appeared:

- 1) **ATTY. MARIFE M. LOMIBAO-CUEVAS** with Supreme Court Identification Card No. 54279400; and
- 2) **MS. MARY K. NGO** with ID No. N15-82-008142 (Driver's License).

known to me to be the same persons who executed the foregoing *Contract for the Direct Internet Connectivity and ICT Network Security Systems for the Quezon City Hall of Justice – Lot 1: Next Generation Firewall with Uninterruptible Power Supply* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of fourteen (14) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of SEP 08 2022,
20__ at the City of Manila, Philippines.


MARIA CARINA M. CUNANAN
Deputy Clerk of Court
and Chief Administrative Officer
Supreme Court

Witness (Supreme Court)

Supreme Court

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