



Republic of the Philippines  
Supreme Court  
Manila

**BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)**

**BIDDING DOCUMENTS**

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*Procurement of the Next Generation  
Firewall for the Judiciary Data Center  
and for the Disaster Recovery Site*



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## ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.



**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.



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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



## ***Section I. Invitation to Bid***

1. The **Supreme Court**, through its Local Bank Account, intends to apply the sum of **One Hundred Million Six Hundred Six Thousand Five Hundred Thirty Three Pesos (₱100,606,533.00)**, inclusive of **Value-Added Tax (VAT)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site - ITB No. 2024-16***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. Bidders should have completed, within five (5) 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 SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **06 May 2024 (Monday)** 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 **Twenty Eight Thousand Five Hundred Pesos (₱28,500.00)**. 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 Supreme Court will hold a Pre-Bid Conference on **14 May 2024 (Tuesday), 1:00 p.m.** through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. In order to participate in the Pre-Bid Conference, interested bidders shall send a letter of intent (via electronic mail) containing the



- names and email addresses of interested participants **on or before 14 May 2024 (Tuesday), 10:00 a.m.** Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.
7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **28 May 2024 (Tuesday), 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 **28 May 2024 (Tuesday), 1:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
  10. The **Supreme Court** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
  11. For further information, please refer to:  
  
Bids and Awards Committee for Goods and Services  
(SC-BAC-GS) Secretariat  
Office of Assistant Court Administrator Lilian C. Barribal-Co  
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.  
e-mail: *bacgs.sc@judiciary.gov.ph*; *scbacgs2010@gmail.com*  
Telephone No. (02) 8536-9233
  12. For downloading of Bidding Documents, you may visit:  
*<https://sc.judiciary.gov.ph/bids-and-awards/>*

**Sgd.**

**LILIAN C. BARRIBAL-CO**  
Assistant Court Administrator  
and Chairperson, SC-BAC-GS



## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, Supreme Court of the Philippines, wishes to receive Bids for the Approved Budget for the Contract (ABC) to payments under the contract for the *Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site*, with identification number ITB No. 2024-16.

The Procurement Project (referred to herein as “Project”) is composed of one lot, the details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below in the amount of One Hundred Million Six Hundred Six Thousand Five Hundred Thirty Three Pesos (₱100,606,533.00), inclusive of VAT.

2.2. The source of funding is the Local Bank Account of the Supreme Court.

### **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:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 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 subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier 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 Supplier'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 as indicated in paragraph 6 of the **IB**.



## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) 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 Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the bid opening*. 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.

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 may be. 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 one (1) 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*

<b>ITB Clause</b>													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Supply, Delivery, and Installation of Next Generation Firewall</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>												
7.1	Subcontracting is not allowed.												
10	<p><b>Instructions regarding indexing of Eligibility and Technical Components:</b></p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be <b>indexed</b> as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;"><b>ENVELOPE NO. 1 TECHNICAL COMPONENT</b></th> </tr> <tr> <th colspan="2" style="text-align: center;"><b>CLASS "A" DOCUMENTS</b></th> </tr> <tr> <th style="text-align: center;"><b>INDEX TABS</b></th> <th style="text-align: center;"><b>LEGAL DOCUMENTS</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I-1</td> <td> <p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p> </td> </tr> <tr> <th colspan="2" style="text-align: center;"><b>TECHNICAL DOCUMENTS</b></th> </tr> <tr> <td style="text-align: center;">I-2</td> <td> <p>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.</p> </td> </tr> </tbody> </table>	<b>ENVELOPE NO. 1 TECHNICAL COMPONENT</b>		<b>CLASS "A" DOCUMENTS</b>		<b>INDEX TABS</b>	<b>LEGAL DOCUMENTS</b>	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>	<b>TECHNICAL DOCUMENTS</b>		I-2	<p>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.</p>
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I-2	<p>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.</p>												



		<p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"><li>1. Copies of the Contracts; <b>and</b></li><li>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)</li></ol> <ul style="list-style-type: none"><li>❖ <i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></li><li>❖ <i>For private contracts, NOA or NTP shall not be required</i></li><li>❖ <i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i></li></ul> <p><i>(See sample <b>Form VIII-A</b> in Section VIII)</i></p>
	I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱50,303,266.50.</p> <p>For this purpose, contracts similar to the Project shall be the Supply, Delivery, and Installation of Next Generation Firewall, completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s) therein.)</p> <p><i>(See sample <b>Form VIII-B</b> in Section VIII)</i></p>
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p><b><u>Or</u></b></p> <p>Original copy of Notarized Bid Securing Declaration (<i>use <b>Form VIII-C</b> in Section VIII</i>)</p>



	I-5	Conformity with the Schedule of Requirements, <b>(Accomplish/use form in Section VI)</b>
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable <b>(use (Accomplish/use form in Section VII-A)</b>
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) <b>(use Form VIII-D in Section VIII);</b></p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p><b>and</b> 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</p>
	I-8	<p>Company profile, which shall include information on the:</p> <ul style="list-style-type: none"><li>a. Number of years in the business</li><li>b. List of its officers</li><li>c. Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</li></ul> <p><i>*In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information</i></p>
	I-9	Authority of the representative / signatory, with valid supporting identification cards of the parties





I-10	Certification that prospective bidder is an authorized licensee/distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal.
<b>FINANCIAL DOCUMENTS</b>	
I-11	<p>The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);</p> <p>NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <ul style="list-style-type: none"> <li>❖ <i>The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i></li> <li>❖ <i>The NFCC shall be based on the 2023 Audited Financial Statement. Bidders shall attach the 2023 Audited Financial Statement to the NFCC Computation. Failure to attach the 2023 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i></li> <li>❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2023 Audited Financial Statement.</i></li> </ul> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱10,060,653.30</p>
<b>Class “B” Document</b>	
I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <ol style="list-style-type: none"> <li>a. Filipino ownership or interest of the JV concerned shall be at least 60%; and</li> <li>b. JV Partner who will receive the payment in case the contract is awarded to the JV.</li> </ol> <p style="text-align: center;"><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p>



		<p>a. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</p> <p>b. Filipino ownership or interest of the JV concerned shall be at least 60%; or</p> <p>c. JV partner who will receive the payment in case the contract is awarded to the JV.</p> <p><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></p>										
<p>11</p>	<p><b>Instructions regarding indexing of financial documents:</b></p> <p>The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table border="1" data-bbox="342 899 1424 1415"> <thead> <tr> <th data-bbox="342 899 500 1024">INDEX TABS</th> <th data-bbox="500 899 1424 1024">FINANCIAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="342 1024 500 1116">II-1</td> <td data-bbox="500 1024 1424 1116">Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td> </tr> <tr> <td data-bbox="342 1116 500 1241">II-2</td> <td data-bbox="500 1116 1424 1241">Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no copying or retyping shall be allowed</i>)</td> </tr> <tr> <td data-bbox="342 1241 500 1333">II-3</td> <td data-bbox="500 1241 1424 1333">Completely filled up <b>Form VIII-F.1</b> (<i>see sample form found in Section VIII</i>)</td> </tr> <tr> <td data-bbox="342 1333 500 1415">II-4</td> <td data-bbox="500 1333 1424 1415">Complete filled up <b>Form VIII-F.2</b> (<i>see sample form found in Section VIII</i>)</td> </tr> </tbody> </table>		INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form ( <i>see Form VIII-E in Section VIII</i> ).	II-2	Original of duly signed and accomplished Bid Price Schedule (s) ( <i>original Form VIII-F found in Section VIII must be submitted, no copying or retyping shall be allowed</i> )	II-3	Completely filled up <b>Form VIII-F.1</b> ( <i>see sample form found in Section VIII</i> )	II-4	Complete filled up <b>Form VIII-F.2</b> ( <i>see sample form found in Section VIII</i> )
INDEX TABS	FINANCIAL DOCUMENTS											
II-1	Original of duly signed and accomplished Financial Bid Form ( <i>see Form VIII-E in Section VIII</i> ).											
II-2	Original of duly signed and accomplished Bid Price Schedule (s) ( <i>original Form VIII-F found in Section VIII must be submitted, no copying or retyping shall be allowed</i> )											
II-3	Completely filled up <b>Form VIII-F.1</b> ( <i>see sample form found in Section VIII</i> )											
II-4	Complete filled up <b>Form VIII-F.2</b> ( <i>see sample form found in Section VIII</i> )											
<p>12</p>	<p>See GCC and SCC Clause 1</p>											
<p>14.1</p>	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than ₱2,012,130.66 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱5,030,326.65 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>											
<p>15</p>	<p><b>Instructions re: Sealing and Marking of bids:</b></p> <p>Each bidder shall submit <b>three (3) copies</b> of the technical and financial components of its bid: <b>one (1) certified true copy of the original documents and two (2) photocopies thereof.</b></p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>											



**TECHNICAL COMPONENT**

**BID FOR THE**

*Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site*

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 28 May 2024 (Tuesday)**

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

**FINANCIAL COMPONENT**

**BID FOR THE**

*Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site*

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 28 May 2024 (Tuesday)**

Check one:

- Original - Financial Component
- Copy No. 1 - Financial Component
- Copy No. 2 - Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

**BID FOR THE**

*Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site*

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 28 May 2024 (Tuesday)**

- Original Bid
- Copy No. 1
- Copy No. 2



17	<p>Bid opening shall be conducted at 1:00 p.m. on 28 May 2024 (Tuesday) within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none"><li>a. Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.</li><li>b. Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.</li><li>c. The access link for the video conference will be sent to the declared e-mail address.</li></ol> <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. The SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the end-user and implementing office representatives and observers shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p> <p>A detailed technical evaluation will be conducted on the technical proposal submitted.</p>
19.3	<p>One (1) Lot - <i>Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site</i></p>
20.2	<p>For purposes of post-qualification, the <b>Procuring Entity</b> requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none"><li>1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS): <p style="margin-left: 40px;">Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p></li><li>2. Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex “A” documents.</li></ol>



	<ol style="list-style-type: none"><li>3. Certificate of at least Satisfactory Performance Rating for the submitted Single Largest Completed Contract</li><li>4. At least two (2) certificates of at least Satisfactory Performance Rating from previous or current clients, preferably government clients</li><li>5. Other appropriate licenses and permits required by law.</li></ol>
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## ***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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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**

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

## **6. Liability of the Supplier**

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

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



## Section V. Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS.</i></p> <p><i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>personnel from the Office of Administrative Services, Supreme Court and/or Management Information Systems Office, Supreme Court.</i></p> <p><b>Incidental Services –</b></p>
	<p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li><li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li><li>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</li><li>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.</li></ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>





**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *one (1) year from the date of delivery*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

**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



	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2	No further instructions. The Terms of Reference (Section VII) shall govern the terms of payment.
3	Within five (5) 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, which may either be in cash or a manager's/cashier's check or a bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank, equivalent to five percent (5%) of the total amount of the contract price; or a surety bond equivalent to thirty percent (30%) thereof, callable on demand and issued by the GSIS or by any of the bonding companies accredited by the Supreme Court.



4	No further instructions.
5	For warranty and support, see Section VII. Technical Specifications. The period for correction of defects in the warranty period is ten (10) days from notice to the supplier.



## ***Section VI. Schedule of Requirements***

***This form itself must be submitted.  
Recopying is not allowed and may be a ground for disqualification.***

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

<b><i>Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site</i></b>		
<b>Item Number</b>	<b>Description</b>	<b>Schedule</b>
1	Submission and Approval of Project Plan – Deployment Plan	10 Working days from Notice to Proceed
2	Delivery of Equipment	After project plan acceptance, 90 calendar days after acceptance of Project Deployment Plan
3	Installation and Commissioning	
4	Training	
5	Project Acceptance	
6	Retention	At the end of the contract period

**I hereby certify to comply and deliver all the above requirements:**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of  
Representative**

\_\_\_\_\_  
**Date**



## ***Section VII. Technical Specifications***

### **TECHNICAL REQUIREMENTS SUPPLY, DELIVERY AND INSTALLATION OF NEXT GENERATION FIREWALL IN THE SUPREME COURT AND IN THE DISASTER RECOVERY SITE IN ANGELES CITY**

#### **I. INTRODUCTION**

The Supreme Court of the Philippines (SCP) is currently using a Network Security System (NSS) that protects network usability, reliability, integrity and security from cybercriminals and malware. By controlling incoming and outgoing network traffic, NSS prevents a wide variety of threats from entering and spreading on the network. One of the components of the NSS is the Next Generation Firewall.

In today's rapidly evolving digital environment, where cyber threats are prevalent and data breaches are frequent, organizations face significant challenges in protecting sensitive information and digital assets. Therefore, the Judiciary intends to acquire enterprise-class Next Generation Firewall as part of its Judiciary Information Security System initiative. The goal of this system is to enhance the overall security posture with real-time visibility, enhanced automation, and critical forensic insight into incidents and network data.

This document recognizes the need for a stronger and more comprehensive next generation firewall and describes the technical specifications aimed at strengthening the Judiciary's security posture.

#### **II. TERM AND PRICE OF CONTRACT**

The contract is for a term of thirty-six (36) months in the amount of One Hundred Million Six Hundred Six Thousand Five Hundred Thirty Three Pesos (Php 100,606,533.00), inclusive of VAT.

#### **III. SCOPE OF WORK**

The winning bidder is expected to perform the following tasks in supplying, deploying, delivering, and installing next generation firewall and corresponding central management in the Judiciary Data Center and in the Disaster Recovery Site:

1. Regarding analysis, design and development:
  - a. Assess and review existing environment, understand objectives/goals and define project requirements;
  - b. Prepare and present a detailed Supplier's analysis report and system design (review, evaluations, recommendations, future designs, proof of concept, etc.);
  - c. Prepare and present the architecture of the solution that is public cloud-based and on-premises hosting;
  - d. Prepare Internal Segmentation and Internet SDWAN;
  - e. Prepare Migration Plan from Internet Load Balancer to SDWAN;
  - f. Prepare Migration Plan from Internal Network to Segmentation Firewall
2. Regarding testing and quality assurance:
  - a. Perform Pre-Kickoff activities



- b. Perform system and functional tests to determine whether the system meets specified requirements and performs correctly;
    - c. Conduct stress tests to determine system performance when load meets or exceeds expected capacity;
    - d. Conduct User Acceptance Testing (UAT) with the MISO technical staff to determine if the system meets the defined requirements;
    - e. Run regression tests until the system is acceptable, and retest any issues or problems encountered during UAT or previous regression tests;
    - f. Perform Actual Kickoff activities
3. Regarding delivery and installation:  
Must deliver and install the following:
  - a. Next Generation Firewall / Segmentation Firewall / SDWAN
  - b. Transceivers (40G, 10G Fiber, 1G Fiber, 1G Copper)
  - c. Fiber Patch Cord (40G, 10G Fiber, 1G Fiber)
4. Regarding configuration:
  - a. System Configuration
    - End User Portal Registration / Device Registration
    - Device Name / NTP / DNS / SNMP
    - High Availability Configuration (Active - Active)
    - Admin Settings / Administrator Configuration
    - Email Alert Settings
  - b. Network Configuration
    - 802.3ad Configuration
    - 802.1q Configuration
    - SDWAN Application Steering and Load Balancing
  - c. Internal Segmentation Configuration  
Secured Inter-VLAN Configuration
  - d. Security Policy Configuration
    - AntiVirus
    - Web Filtering
    - IPS
    - Application control
    - DNS Filter
5. Regarding Integration
  - a. LDAP Integration
  - b. Single Sign-On for Internet Domain Users and on Azure Active Directory
  - c. Captive Portal for Internet Non Domain Users
6. Regarding Implementation and migration
  - a. Prepare and execute implementation plan including proposed implementation methodology, phased rollout and deployment strategy;
  - b. Prepare and execute a plan to extract, manipulate, compile, and transfer data from the old NSS to the proposed information security system, including the process of documenting test procedures and test environments;
  - c. Prepare and execute seamless migrations (of existing tools/configurations) and solution integration to avoid workarounds during integration.
7. Post Implementation Support and Monitoring
  - a. Provide three months of onsite technical and functional support and on-call technical and functional support for the specified warranty period
  - b. Post Continuance Support



- c. Unlimited 8 x 5 Call, Email, and Remote Support
  - d. Unlimited 8 x 5 Next Business Day Onsite Support
  - e. Vendor Assistance, Creation of Ticket, and Escalation
  - f. 24 x 7 Vendor TAC Support Call, Email, and Remote Support
8. Documentation
- a. Network Migration Plan / Implementation Plan
  - b. Method of Procedure
  - c. Activity Summary Report
  - d. As Built
9. Regarding Knowledge Transfer/Training  
Prepare and conduct a comprehensive training plan/knowledge transfer for MISO technical staff.

**IV. INSTITUTIONAL ARRANGEMENTS**

The MISO shall provide technical assistance and guidance during installation of the Judiciary Information Security System. It may make recommendations pertaining to the technical aspect of the system and coordinate with the Supplier in addressing the technical requirements.

Without the prior written consent of the Judiciary, the Supplier/participating vendors shall not directly or indirectly disclose, misuse, copy, transfer or disseminate any confidential, classified, or sensitive information which are not made available to the public but officially known and accessible to the Supplier/participating vendors by reason of the contract of service with the Judiciary. Disclosure of confidential information shall be subject to penalty.

**V. TECHNICAL SPECIFICATIONS**

Item	Minimum Specifications		Supporting Documents to be Submitted
<b>1. Next Generation Firewall (NGFW)</b>  <b>3.1. General Requirements</b>	The firewall must be an Enterprise-Grade Next Generation Firewall/Unified Threat Management (UTM).		Brochure and/or certification from the manufacturer
	The solution must include all necessary additional equipment and accessories (if any) such as switches, transceiver modules, patch cords, etc.		
	The supplier of NGFW must have additional local support via its distributor that is compliant with global standards such as ISO or DUNS and Bradstreet to maintain quality-of-service delivery.		Evidence in compliance with Global Standards (ISO or DUNS or Bradstreet)
	The supplier must include all the transceivers defined on the Network interface. (10Gbps – fully populated, 40Gbps – at least 2 pcs)		
<b>3.2. NGFW Requirements – for the Judiciary Data Center (2 units)</b>	IPS Throughput	86 Gbps	Brochure and/or certification from the manufacturer
	NGFW Throughput	80 Gbps	
	Threat Protection Throughput	75 Gbps	
	IPv4 Firewall Throughput and IPv6 Firewall Throughput	589 Gbps	
	Firewall Latency (64 byte, UDP)	1.45 μs	



Item	Minimum Specifications		Supporting Documents to be Submitted
<b>3.2.1. Hardware Specifications</b>	TLS 1.3 inspection performance	29 Gbps	
	IPsec VPN Throughput (512 byte)	160 Gbps	
	Gateway-to-Gateway IPsec VPN Tunnels	40000	
	Client-to-Gateway IPsec VPN Tunnels	200000	
	Application Control throughput (HTTP 64K)	190 Gbps	
	Virtual Domains	10	
	Concurrent Sessions (TCP)	140 Million	
	New Sessions/Second (TCP)	930000	
<b>3.2.2. Network Interfaces</b>	Giga Hardware Accelerated 100 GE QSFP28 / 40 GE QSFP+ Slots	6	Brochure and/or certification from the manufacturer
	Hardware Accelerated 25 GE SFP28 / 10 GE SFP+ / GE SFP Slots	16 (include 2x HA Slots)	
	4Hardware Accelerated 10 GE / 5 GE / 2.5 GE / GE RJ45 Ports	16	
	10GE/ GE RJ45 Management Ports	2	
	Console Port	1	
	1 GE SFP RJ45 Transceiver Module	12	
	1 GE SFP SX transceiver module	8	
	10 GE SFP+ transceiver module, short range	8	
	40 GE QSFP+ transceiver, short range	8	
<b>3.2.3. Next Generation Firewall Performance</b>	The NGFW must support comprehensive contextual information of real-time and historical threat status and network usage.		Brochure and/or certification from the manufacturer
	The NGFW must support the capability of hosting at least ten (10) logical systems on a single virtual or physical appliance.		Brochure and/or certification from the manufacturer
	The NGFW must support identification and control of network access for different types of devices present on the network.		
	The NGFW must support flow and proxy-based antivirus options for choice between protection and performance.		
	The NGFW must support integrated DoS protection against abnormal traffic behaviors.		
	The NGFW must support preventive measures to stop sensitive information from leaving the network by matching against file format and content definitions.		
	The NGFW must support integrated wireless controller for proprietary wireless access points with no additional cost.		
	The NGFW must support integrated switch controller for proprietary access switches with no additional cost.		
	The NGFW must support intelligent WAN path control based on application signatures and transactions such as latency, jitter, and packet loss.		





Item	Minimum Specifications	Supporting Documents to be Submitted
	<p>The NGFW must support active-active and active-passive high availability modes.</p> <p>The NGFW must support Anti-Spam DB query and Local Spam Filtering for IMAP(S), POP3(S), and SMTP(S).</p> <p>The NGFW must support signature based, URL constraints, and HTTP method policy.</p>	
<p><b>3.2.4. Next Generation Firewall Features</b></p>	<p>The proposed NGFW should have the capability to deliver advanced AI/ ML-powered services, inline advanced sandbox detection, integrated ZTNA enforcement, and more, provides protection across hybrid deployment models for hardware, software, and Software-as-a-Service with SASE.</p> <p>The NGFW should provide visibility and control, ensures the consistent deployment and enforcement of security policies, and enables centralized management across large-scale networks with the following key attributes: •</p> <ul style="list-style-type: none"> <li>• Interactive drill-down and topology viewers that display real-time status</li> <li>• On-click remediation that provides accurate and quick protection against threats and abuses</li> <li>• Unique threat score system correlates weighted threats with users to prioritize investigations</li> </ul> <p>The NGFW solution should provide hassle-free migration service to help organizations transition from a wide range of legacy firewalls to the proposed NGFW quickly and easily. The service eliminates errors and redundancy by employing best practices with advanced methodologies and automated processes.</p> <p>The proposed NGFW should provide an advanced cloud-delivered URL, and Video Filtering providing complete protection for phishing and other web born attacks while meeting compliance.</p> <p>The proposed NGFW should have an advanced content security technologies that enable the detection and prevention of known and unknown threats and file-based attack tactics in real-time.</p> <p>The proposed NGFW should have the capabilities like CPRL (Compact Pattern Recognition Language), AV, inline Sandbox, and lateral movement protection to make it a complete solution to address ransomware, malware, and credential-based attacks.</p> <p>The proposed NGFW should have the capability for an advanced security technologies that are optimized to monitor and protect IT, IIoT, and OT (Operational Technology) devices against vulnerability and device-based attack tactics.</p> <p>The proposed NGFW should have the capability to detect, and block known and zero-day threats, provide deep visibility and control into ICS/OT/SCADA protocols, and provides automated discovery, segmentation, and pattern identification-based policies.</p> <p>The proposed NGFW should have the capability to operate inline to deliver unmatched performance and scalability for critical network functions.</p>	<p>Brochure and/or certification from the manufacturer</p>



Item	Minimum Specifications		Supporting Documents to be Submitted
<b>3.3. NGFW Requirements - for the Disaster Recovery Site in Angeles City (2 units)</b>  <b>3.3.1. Hardware Specifications</b>	IPS Throughput	10 Gbps	Brochure and/or certification from the manufacturer
	NGFW Throughput	9.5 Gbps	
	Threat Protection Throughput	7 Gbps	
	IPv4 Firewall Throughput and IPv6 Firewall Throughput	72 Gbps	
	Firewall Latency (64 byte, UDP)	1.54 $\mu$ s	
	TLS 1.3 inspection performance	29 Gbps	
	IPsec VPN Throughput (512 byte)	20 Gbps	
	Gateway-to-Gateway IPsec VPN Tunnels	2000	
	Client-to-Gateway IPsec VPN Tunnels	50000	
	Application Control throughput (HTTP 64K)	15 Gbps	
	Concurrent Sessions (TCP)	8 Million	
	New Sessions/Second (TCP)	450,000	
<b>3.3.2. Network Interfaces</b>	Hardware Accelerated 10 GE SFP+ Slots	2	Brochure and/or certification from the manufacturer
	Hardware Accelerated GE RJ45 Interfaces	8	
	Hardware Accelerated GE SFP Slots	16	
	Hardware Accelerated 10 GE / 5 GE / 2.5 GE / GE / 100M RJ45 Slots	8	
	RJ45 Console Port 1	1	
	USB Ports	2	
	GE RJ45 Management Ports	2	
	10 GE SFP+ transceiver module, short range	8	
<b>3.3.3. Next Generation Firewall Performance and Features</b>	The NGFW must support the capability of hosting at least ten (10) logical systems on a single virtual or physical appliance.		Brochure and/or certification from the manufacturer
	The NGFW must support identification and control of network access for different types of devices present on the network.		
	The NGFW must support flow and proxy-based antivirus options for choice between protection and performance.		
	The NGFW must support integrated DoS protection against abnormal traffic behaviors.		
	The NGFW must support preventive measures to stop sensitive information from leaving the network by matching against file format and content definitions.		
	The NGFW must support integrated wireless controller for proprietary wireless access points with no additional cost.		
	The NGFW must support integrated switch controller for proprietary access switches with no additional cost.		



Item	Minimum Specifications	Supporting Documents to be Submitted
	<p>The system must support intelligent WAN path control based on application signatures and transactions such as latency, jitter, and packet loss.</p> <p>The system must support active-active and active-passive high availability modes.</p> <p>The system must support Anti-Spam DB query and Local Spam Filtering for IMAP(S), POP3(S), and SMTP(S).</p> <p>The system must support signature based, URL constraints, and HTTP method policy.</p> <p>The proposed NGFW should have the capability to deliver advanced AI/ ML-powered services, inline advanced sandbox detection, integrated ZTNA enforcement, and more, provides protection across hybrid deployment models for hardware, software, and Software-as-a-Service with SASE.</p>	
	<p>The NGFW should provide visibility and control, ensures the consistent deployment and enforcement of security policies, and enables centralized management across large-scale networks with the following key attributes: •</p> <ul style="list-style-type: none"> <li>• Interactive drill-down and topology viewers that display real-time status</li> <li>• On-click remediation that provides accurate and quick protection against threats and abuses</li> <li>• Unique threat score system correlates weighted threats with users to prioritize investigations</li> </ul> <p>The NGFW solution should provide hassle-free migration service to help organizations transition from a wide range of legacy firewalls to the proposed NGFW quickly and easily. The service eliminates errors and redundancy by employing best practices with advanced methodologies and automated processes.</p> <p>The proposed NGFW should provide an advanced cloud-delivered URL, and Video Filtering providing complete protection for phishing and other web born attacks while meeting compliance.</p> <p>The proposed NGFW should have an advanced content security technologies that enable the detection and prevention of known and unknown threats and file-based attack tactics in real-time.</p> <p>The proposed NGFW should have the capabilities like CPRL (Compact Pattern Recognition Language), AV, inline Sandbox, and lateral movement protection to make it a complete solution to address ransomware, malware, and credential-based attacks.</p> <p>The proposed NGFW should have an advanced security technologies that are optimized to monitor and protect IT, IIoT, and OT (Operational Technology) devices against vulnerability and device-based attack tactics.</p> <p>The proposed NGFW should have the capability to detect, and block known and zero-day threats, provide deep visibility and control into ICS/OT/SCADA protocols, and provide automated discovery, segmentation, and pattern identification-based policies.</p>	



Item	Minimum Specifications	Supporting Documents to be Submitted
	The proposed NGFW should have the capability to operate inline to deliver unmatched performance and scalability for critical network functions.	
<p><b>3.4. Centralized Management (CM) of Next Generation Firewall</b></p>	<p>Appliance features: Capacity Performance: Devices/VDOMs : 30 Sustained Log Rates: 50</p>	<p>Brochure and/or certification from the manufacturer</p>
<p><b>3.4.1. Hardware Specifications</b></p>	<p>Total Interfaces : 4 x RJ45 GE ports, 2x SFP+ ports</p>	
	<p>Must support Redundant Hot Swap Power Supplies Dimensions: Height x Width x Length (cm)</p>	
<p><b>3.4.2. Central Management Features</b></p>	<p>The CM should have the capability to centrally manage network and security policies for the proposed Next Generation Firewall (NGFW) in Judiciary</p> <p>The CM should be able to provide signature updates to the proposed NGFWs.</p> <p>The CM should be able to reduce complexity and costs by leveraging automated REST API, scripts, connectors, and automation stitches.</p> <p>The CM should have the high availability to automate backups and security updates for all managed devices.</p> <p>The CM should provide and include extended SSL and certificate support for enhanced ssl-ssh-profile configuration for all managed devices.</p> <p>The CM should have automated device configuration backups and revision control to facilitate administrative tasks.</p> <p>The CM should extend security policies across hybrid and multi-cloud environments, with common configuration assignments and policy packages.</p> <p>The CM should have the capability to integrate with the top leader SIEM solution to seamlessly mitigate security incidents and events, apply configuration changes, and keep policies up to date.</p>	<p>Brochure and/or certification from the manufacturer</p>
	<p>The CM should be able to Automate workflows and configurations for the proposed NGFWs.</p> <p>The CM should have the capability to streamline centralized policy and object management and provisioning, automatic revision history and control, and enhanced role-based access control (RBAC) features for script management and IPS management with role separation.</p> <p>The CM should provide granular device and role-based administration and zero-trust multi-tenancy deployments</p>	



Item	Minimum Specifications	Supporting Documents to be Submitted
	<p>for large enterprises and a hierarchical objects database for reuse of common configurations to serve multiple customers, for clear visibility of every device and user on the network.</p> <p>The CM should provide full visibility, access, and management of managed devices, interfaces, scripts, templates, automation, users, settings, and more. Install, edit, and delete policies.</p> <p>The CM should have the capability to monitor the health of the proposed NGFW devices through customizable dashboards and widgets to see resource usage, IPsec and SSL VPN, routing, traffic shapers, and more.</p> <p>The CM should provide an automation-driven and single pane of glass management capability for all managed NGFW that is easy to implement, easy to manage, flexible, and scalable</p>	
<p><b>9. Training</b></p>	<ul style="list-style-type: none"> <li>● Provide comprehensive training for at least ten (10) MISO personnel relative to all operating system, software and equipment’s proposed by the winning bidder.</li> <li>● Provisions for coordination with and approval by the Supreme Court regarding training description, objectives, modules, schedule, and venue/s</li> <li>● Equipment familiarization, operation, spotting probable problems, troubleshooting, and translation of system logs to be considered as standard deliverables (not as skills-enhancement training)</li> </ul>	<p>Training program, outlines, modules</p>
<p><b>10. Warranty and support</b></p>	<ul style="list-style-type: none"> <li>● Minimum three-year warranty on all parts and services on all equipment</li> <li>● At least three (3) years on-site service warranty (4-hour response time)</li> <li>● 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.</li> <li>● Three (3) years comprehensive (24 x 7) support services that include, at a minimum, the following:               <ul style="list-style-type: none"> <li>● Firmware upgrades</li> <li>● Remote and on-site support when needed.</li> <li>● 24 x 7 unlimited email and phone support</li> <li>● Operating system and software support services</li> </ul> </li> <li>● Warranty of equipment and systems installed starts upon completion of Testing and Commissioning or the expiration date should align with the completion date of testing and commissioning.</li> <li>● The license term of all software will start upon completion of Testing and Commissioning, or the expiration date should align with the completion date of testing and commissioning.</li> </ul>	<p>Warranty Statement/Certificate</p> <p>Letter(s) of Warranty Support from the equipment manufacturer</p>

**VI. SCHEDULE OF REQUIREMENTS**

<b>Item Number</b>	<b>Description</b>	<b>Payment Percentage</b>	<b>Schedule</b>
1	Submission and Approval of Project Plan – Deployment Plan	10%	10 Working days from Notice to Proceed
2	Delivery of Equipment	40%	After project plan acceptance, 90 calendar days after acceptance of Project Deployment Plan
3	Installation and Commissioning	20%	
4	Training	10%	
5	Project Acceptance	10%	
6	Retention	10%	At the end of the contract period
	<b>TOTAL</b>	<b>100%</b>	



## Section VII-A. Technical Bid Form

*[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.]*

***This form itself must be submitted.***

Item	Minimum Specifications	Supporting Documents to be Submitted	Statement of Compliance
Section III. Scope of Work	Items stated in Section III. Scope of Work	-	
Section IV. Institutional Arrangements	Items stated in Section IV. Institutional Arrangements	-	
<b>TECHNICAL SPECIFICATIONS</b>			
<b>1. Next Generation Firewall (NGFW)</b>  <b>3.1. General Requirements</b>	The firewall must be an Enterprise-Grade Next Generation Firewall/Unified Threat Management (UTM).	Brochure and/or certification from the manufacturer	
	The solution must include all necessary additional equipment and accessories (if any) such as switches, transceiver modules, patch cords, etc.		
	The supplier of NGFW must have additional local support via its distributor that is compliant with global standards such as ISO or DUNS and Bradstreet to maintain quality-of-service delivery.	Evidence in compliance with Global Standards (ISO or DUNS or Bradstreet)	
	The supplier must include all the transceivers defined on the Network interface. (10Gbps – fully populated, 40Gbps – at least 2 pcs)		
<b>3.2. NGFW Requirements – for the Judiciary Data Center (2 units)</b>	IPS Throughput	86 Gbps	Brochure and/or certification from the manufacturer
	NGFW Throughput	80 Gbps	
	Threat Protection Throughput	75 Gbps	
	IPv4 Firewall Throughput and IPv6 Firewall Throughput	589 Gbps	



Item	Minimum Specifications		Supporting Documents to be Submitted	Statement of Compliance
<b>3.2.1. Hardware Specifications</b>	Firewall Latency (64 byte, UDP)	1.45 $\mu$ s		
	TLS 1.3 inspection performance	29 Gbps		
	IPsec VPN Throughput (512 byte)	160 Gbps		
	Gateway-to-Gateway IPsec VPN Tunnels	40000		
	Client-to-Gateway IPsec VPN Tunnels	200000		
	Application Control throughput (HTTP 64K)	190 Gbps		
	Virtual Domains	10		
	Concurrent Sessions (TCP)	140 Million		
	New Sessions/Second (TCP)	930000		
<b>3.2.2. Network Interfaces</b>	Giga Hardware Accelerated 100 GE QSFP28 / 40 GE QSFP+ Slots	6	Brochure and/or certification from the manufacturer	
	Hardware Accelerated 25 GE SFP28 / 10 GE SFP+ / GE SFP Slots	16 (include 2x HA Slots)		
	4Hardware Accelerated 10 GE / 5 GE / 2.5 GE / GE RJ45 Ports	16		
	10GE/ GE RJ45 Management Ports	2		
	Console Port	1		
	1 GE SFP RJ45 Transceiver Module	12		
	1 GE SFP SX transceiver module	8		
	10 GE SFP+ transceiver module, short range	8		
	40 GE QSFP+ transceiver, short range	8		
<b>3.2.3. Next Generation</b>	The NGFW must support comprehensive contextual information of real-time and historical threat status and network usage.		Brochure and/or certification from the manufacturer	





Item	Minimum Specifications	Supporting Documents to be Submitted	Statement of Compliance
<b>Firewall Performance</b>	The NGFW must support the capability of hosting at least ten (10) logical systems on a single virtual or physical appliance.	Brochure and/or certification from the manufacturer	
	The NGFW must support identification and control of network access for different types of devices present on the network.		
	The NGFW must support flow and proxy-based antivirus options for choice between protection and performance.		
	The NGFW must support integrated DoS protection against abnormal traffic behaviors.		
	The NGFW must support preventive measures to stop sensitive information from leaving the network by matching against file format and content definitions.		
	The NGFW must support integrated wireless controller for proprietary wireless access points with no additional cost.		
	The NGFW must support integrated switch controller for proprietary access switches with no additional cost.		
	The NGFW must support intelligent WAN path control based on application signatures and transactions such as latency, jitter, and packet loss.		
	The NGFW must support active-active and active-passive high availability modes.		
	The NGFW must support Anti-Spam DB query and Local Spam Filtering for IMAP(S), POP3(S), and SMTP(S).		
	The NGFW must support signature based, URL constraints, and HTTP method policy.		
<b>3.2.4. Next Generation Firewall Features</b>	The proposed NGFW should have the capability to deliver advanced AI/ ML-powered services, inline advanced sandbox detection, integrated ZTNA enforcement, and more, provides protection across hybrid deployment models for hardware, software, and Software-as-a-Service with SASE.	Brochure and/or certification from the manufacturer	
	The NGFW should provide visibility and control, ensures the consistent deployment		



Item	Minimum Specifications	Supporting Documents to be Submitted	Statement of Compliance
	<p>and enforcement of security policies, and enables centralized management across large-scale networks with the following key attributes: •</p> <ul style="list-style-type: none"> <li>• Interactive drill-down and topology viewers that display real-time status</li> <li>• On-click remediation that provides accurate and quick protection against threats and abuses</li> <li>• Unique threat score system correlates weighted threats with users to prioritize investigations</li> </ul> <p>The NGFW solution should provide hassle-free migration service to help organizations transition from a wide range of legacy firewalls to the proposed NGFW quickly and easily. The service eliminates errors and redundancy by employing best practices with advanced methodologies and automated processes.</p> <p>The proposed NGFW should provide an advanced cloud-delivered URL, and Video Filtering providing complete protection for phishing and other web born attacks while meeting compliance.</p> <p>The proposed NGFW should have an advanced content security technologies that enable the detection and prevention of known and unknown threats and file-based attack tactics in real-time.</p> <p>The proposed NGFW should have the capabilities like CPRL (Compact Pattern Recognition Language), AV, inline Sandbox, and lateral movement protection to make it a complete solution to address ransomware, malware, and credential-based attacks.</p> <p>The proposed NGFW should have the capability for an advanced security technologies that are optimized to monitor and protect IT, IIoT, and OT (Operational Technology) devices against vulnerability and device-based attack tactics.</p> <p>The proposed NGFW should have the capability to detect, and block known and zero-day threats, provide deep visibility</p>		



Item	Minimum Specifications		Supporting Documents to be Submitted	Statement of Compliance
	and control into ICS/OT/SCADA protocols, and provides automated discovery, segmentation, and pattern identification-based policies.			
	The proposed NGFW should have the capability to operate inline to deliver unmatched performance and scalability for critical network functions.			
<b>3.3. NGFW Requirements - for the Disaster Recovery Site in Angeles City (2 units)</b>  <b>3.3.1. Hardware Specifications</b>	IPS Throughput	10 Gbps	Brochure and/or certification from the manufacturer	
	NGFW Throughput	9.5 Gbps		
	Threat Protection Throughput	7 Gbps		
	IPv4 Firewall Throughput and IPv6 Firewall Throughput	72 Gbps		
	Firewall Latency (64 byte, UDP)	1.54 μs		
	TLS 1.3 inspection performance	29 Gbps		
	IPsec VPN Throughput (512 byte)	20 Gbps		
	Gateway-to-Gateway IPsec VPN Tunnels	2000		
	Client-to-Gateway IPsec VPN Tunnels	50000		
	Application Control throughput (HTTP 64K)	15 Gbps		
	Concurrent Sessions (TCP)	8 Million		
	New Sessions/Second (TCP)	450,000		
<b>3.3.2. Network Interfaces</b>	Hardware Accelerated 10 GE SFP+ Slots	2	Brochure and/or certification from the manufacturer	
	Hardware Accelerated GE RJ45 Interfaces	8		
	Hardware Accelerated GE SFP Slots	16		
	Hardware Accelerated 10 GE / 5 GE / 2.5 GE / GE / 100M RJ45 Slots	8		
	RJ45 Console Port 1	1		
	USB Ports	2		



Item	Minimum Specifications		Supporting Documents to be Submitted	Statement of Compliance
	GE RJ45 Management Ports	2		
	10 GE SFP+ transceiver module, short range	8		
<b>3.3.3. Next Generation Firewall Performance and Features</b>	The NGFW must support the capability of hosting at least ten (10) logical systems on a single virtual or physical appliance.		Brochure and/or certification from the manufacturer	
	The NGFW must support identification and control of network access for different types of devices present on the network.			
	The NGFW must support flow and proxy-based antivirus options for choice between protection and performance.			
	The NGFW must support integrated DoS protection against abnormal traffic behaviors.			
	The NGFW must support preventive measures to stop sensitive information from leaving the network by matching against file format and content definitions.			
	The NGFW must support integrated wireless controller for proprietary wireless access points with no additional cost.			
	The NGFW must support integrated switch controller for proprietary access switches with no additional cost.			
	The system must support intelligent WAN path control based on application signatures and transactions such as latency, jitter, and packet loss.			
	The system must support active-active and active-passive high availability modes.			
	The system must support Anti-Spam DB query and Local Spam Filtering for IMAP(S), POP3(S), and SMTP(S).			
	The system must support signature based, URL constraints, and HTTP method policy.			
The proposed NGFW should have the capability to deliver advanced AI/ ML-powered services, inline advanced sandbox detection, integrated ZTNA enforcement, and more, provides protection across hybrid deployment models for hardware,				



Item	Minimum Specifications	Supporting Documents to be Submitted	Statement of Compliance
	software, and Software-as-a-Service with SASE.		
	<p>The NGFW should provide visibility and control, ensures the consistent deployment and enforcement of security policies, and enables centralized management across large-scale networks with the following key attributes: •</p> <ul style="list-style-type: none"> <li>• Interactive drill-down and topology viewers that display real-time status</li> <li>• On-click remediation that provides accurate and quick protection against threats and abuses</li> <li>• Unique threat score system correlates weighted threats with users to prioritize investigations</li> </ul>		
<p>The NGFW solution should provide hassle-free migration service to help organizations transition from a wide range of legacy firewalls to the proposed NGFW quickly and easily. The service eliminates errors and redundancy by employing best practices with advanced methodologies and automated processes.</p>			
<p>The proposed NGFW should provide an advanced cloud-delivered URL, and Video Filtering providing complete protection for phishing and other web born attacks while meeting compliance.</p>			
<p>The proposed NGFW should have an advanced content security technologies that enable the detection and prevention of known and unknown threats and file-based attack tactics in real-time.</p>			
<p>The proposed NGFW should have the capabilities like CPRL (Compact Pattern Recognition Language), AV, inline Sandbox, and lateral movement protection to make it a complete solution to address ransomware, malware, and credential-based attacks.</p>			
<p>The proposed NGFW should have an advanced security technologies that are optimized to monitor and protect IT, IIoT, and OT (Operational Technology) devices</p>			



Item	Minimum Specifications	Supporting Documents to be Submitted	Statement of Compliance
	<p>against vulnerability and device-based attack tactics.</p> <p>The proposed NGFW should have the capability to detect, and block known and zero-day threats, provide deep visibility and control into ICS/OT/SCADA protocols, and provide automated discovery, segmentation, and pattern identification-based policies.</p> <p>The proposed NGFW should have the capability to operate inline to deliver unmatched performance and scalability for critical network functions.</p>		
<p><b>3.4. Centralized Management (CM) of Next Generation Firewall</b></p>	<p>Appliance features:            Capacity Performance:            Devices/VDOMs : 30            Sustained Log Rates: 50</p>	<p>Brochure and/or certification from the manufacturer</p>	
	<p>Total Interfaces : 4 x RJ45 GE ports, 2x SFP+ ports</p>		
<p><b>3.4.1. Hardware Specifications</b></p>	<p>Must support Redundant Hot Swap Power Supplies            Dimensions: Height x Width x Length (cm)</p>		
<p><b>3.4.2. Central Management Features</b></p>	<p>The CM should have the capability to centrally manage network and security policies for the proposed Next Generation Firewall (NGFW) in Judiciary</p> <p>The CM should be able to provide signature updates to the proposed NGFWs.</p> <p>The CM should be able to reduce complexity and costs by leveraging automated REST API, scripts, connectors, and automation stitches.</p> <p>The CM should have the high availability to automate backups and security updates for all managed devices.</p> <p>The CM should provide and include extended SSL and certificate support for enhanced ssl-ssh-profile configuration for all managed devices.</p> <p>The CM should have automated device configuration backups and revision control to facilitate administrative tasks.</p>	<p>Brochure and/or certification from the manufacturer</p>	



Item	Minimum Specifications	Supporting Documents to be Submitted	Statement of Compliance
	<p>The CM should extend security policies across hybrid and multi-cloud environments, with common configuration assignments and policy packages.</p>		
	<p>The CM should have the capability to integrate with the top leader SIEM solution to seamlessly mitigate security incidents and events, apply configuration changes, and keep policies up to date.</p>		
	<p>The CM should be able to Automate workflows and configurations for the proposed NGFWs.</p>		
	<p>The CM should have the capability to streamline centralized policy and object management and provisioning, automatic revision history and control, and enhanced role-based access control (RBAC) features for script management and IPS management with role separation.</p>		
	<p>The CM should provide granular device and role-based administration and zero-trust multi-tenancy deployments for large enterprises and a hierarchical objects database for reuse of common configurations to serve multiple customers, for clear visibility of every device and user on the network.</p>		
	<p>The CM should provide full visibility, access, and management of managed devices, interfaces, scripts, templates, automation, users, settings, and more. Install, edit, and delete policies.</p>		
	<p>The CM should have the capability to monitor the health of the proposed NGFW devices through customizable dashboards and widgets to see resource usage, IPsec and SSL VPN, routing, traffic shapers, and more.</p>		
	<p>The CM should provide an automation-driven and single pane of glass management capability for all managed NGFW that is easy to implement, easy to manage, flexible, and scalable</p>		



Item	Minimum Specifications	Supporting Documents to be Submitted	Statement of Compliance
<b>9. Training</b>	<ul style="list-style-type: none"> <li>● Provide comprehensive training for at least ten (10) MISO personnel relative to all operating system, software and equipment's proposed by the winning bidder.</li> <li>● Provisions for coordination with and approval by the Supreme Court regarding training description, objectives, modules, schedule, and venue/s</li> <li>● Equipment familiarization, operation, spotting probable problems, troubleshooting, and translation of system logs to be considered as standard deliverables (not as skills-enhancement training)</li> </ul>	Training program, outlines, modules	
<b>10. Warranty and support</b>	<ul style="list-style-type: none"> <li>● Minimum three-year warranty on all parts and services on all equipment</li> <li>● At least three (3) years on-site service warranty (4-hour response time)</li> <li>● 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.</li> <li>● Three (3) years comprehensive (24 x 7) support services that include, at a minimum, the following:               <ul style="list-style-type: none"> <li>● Firmware upgrades</li> <li>● Remote and on-site support when needed.</li> <li>● 24 x 7 unlimited email and phone support</li> <li>● Operating system and software support services</li> <li>● Warranty of equipment and systems installed starts upon completion of Testing and Commissioning or the expiration date should align with the completion date of testing and commissioning.</li> </ul> </li> </ul>	Warranty Statement/Certificate  Letter(s) of Warranty Support from the equipment manufacturer	





<b>Item</b>	<b>Minimum Specifications</b>	<b>Supporting Documents to be Submitted</b>	<b>Statement of Compliance</b>
	<ul style="list-style-type: none"><li>• The license term of all software will start upon completion of Testing and Commissioning, or the expiration date should align with the completion date of testing and commissioning.</li></ul>		

**I hereby certify to comply and deliver all the above Technical Specifications and requirements:**

\_\_\_\_\_  
**Name of Company/Bidder**      **Signature over Printed Name of Representative**      \_\_\_\_\_  
**Date**



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

<b>ENVELOPE 1: TECHNICAL COMPONENT</b>		
<b>CLASS “A” DOCUMENTS</b>		
<b>Checklist</b>	<b>INDEX TABS</b>	<b>LEGAL DOCUMENTS</b>
	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>
<b>TECHNICAL DOCUMENTS</b>		
	I-2	<p>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.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"> <li>1. Copies of the Contracts; <b>and</b></li> <li>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)           <ul style="list-style-type: none"> <li>❖ <i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></li> <li>❖ <i>For private contracts, NOA or NTP shall not be required</i></li> <li>❖ <i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i></li> </ul> </li> </ol> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱50,303,266.50.00.</p> <p>For this purpose, contracts similar to the Project shall be Supply, Delivery, and Installation of Next Generation Firewall, completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User’s Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>



	I-4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  <b>or</b> Original copy of Notarized Bid Securing Declaration ( <i>use Form VIII-C in Section VIII</i> )
	I-5	Conformity with the Schedule of Requirements ( <i>Accomplish/use form in Section VI</i> )
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable ( <i>use (Accomplish/use form in Section VII-A)</i> )
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	Original duly signed Omnibus Sworn Statement (OSS) ( <i>use Form VIII-D in Section VIII</i> );  <i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i>  <i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i>  <b>and</b> 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
	I-8	Company profile, which shall include information on the:  a. Number of years in the business b. List of its officers c. Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.  *In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information
	I-9	Authority of the representative / signatory, with valid supporting identification cards of the parties
	I-10	Certification that prospective bidder is an authorized licensee/ distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal.
<b>FINANCIAL DOCUMENTS</b>		
	I-11	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.



		<ul style="list-style-type: none"> <li>❖ <i>The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i></li> <li>❖ <i>The NFCC shall be based on the 2023 Audited Financial Statement. Bidders shall attach the 2023 Audited Financial Statement to the NFCC Computation. Failure to attach the 2023 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i></li> <li>❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2023 Audited Financial Statement.</i></li> </ul> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱10,060,653.30.</p>
--	--	---

**Class “B” Document**

I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <ul style="list-style-type: none"> <li>a. Filipino ownership or interest of the JV concerned shall be at least 60%; and</li> <li>b. JV Partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> <p align="center"><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p> <ul style="list-style-type: none"> <li>a. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</li> <li>b. Filipino ownership or interest of the JV concerned shall be at least 60%; or</li> <li>c. JV partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> <p><b><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></b></p>
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**ENVELOPE 2: FINANCIAL COMPONENT**

Checklist	INDEX TABS	FINANCIAL COMPONENT DOCUMENTS
	II-1	Original of duly signed and accomplished Financial Bid Form <b><i>(see Form VIII-E in Section VIII).</i></b>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <b><i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i></b>
	II-3	Completely filled up <b>Form VIII-F.1</b> <i>(see sample form found in Section VIII)</i>
	II-4	Complete filled up <b>Form VIII-F.2</b> <i>(see sample form found in Section VIII)</i>

**Note:** Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)



**FORM VIII-A**

*Sample form only.*

**Statement of all Ongoing Government and Private Contracts  
Including Contracts Awarded but not yet Started**

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

\_\_\_\_\_  
 Name of Company                      Signature over Printed Name of Representative                      Date

The statement shall be supported by the following documents:

1. Copies of the Contracts\*; **and**
2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)\*\*

\*If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)

\*\*For private contracts, NOA or NTP shall not be required



**FORM VIII-B**

*Sample form only.*

**Statement of Single Largest Completed Contract  
Similar to the Contract to be Bid**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice

\_\_\_\_\_  
Name of Company                      Signature over Printed Name of Representative                      Date

The statement shall be supported by the following documents:

1. Copy/(ies) of the End-User's Acceptance; **or**
2. Official Receipt/(s) Issued for the Contract/(s) therein.

**FORM VIII-C**

***This form itself must be submitted.  
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES )  
CITY OF MANILA ) S.S.  
X-----X

**BID SECURING DECLARATION**

<b>ITB No. 2024-16</b>	<b><i>Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site</i></b>
------------------------	--

To : Supreme Court of the Philippines  
Padre Faura Street, Ermita, City of Manila

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 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 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;



(c) I am/we are declared as the bidder with the Lowest Calculated and 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 \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative and his/her/their legal capacity/ies]

\_\_\_\_\_  
Name of Bidder Represented

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.





## FORM VIII-D

*This form itself must be submitted.  
Recopying is not allowed and may be a ground for disqualification.*

### OMNIBUS SWORN STATEMENT

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:

I am the [1. sole proprietor; 2. duly authorized and designated representative]  
of \_\_\_\_\_ [Name of Bidder] with office address  
at \_\_\_\_\_ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do, execute and perform any and all acts necessary;][2. duly authorized and designated representative, I am granted full power and authority to do, execute, and perform any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent \_\_\_\_\_ [Name of Bidder] in the bidding for the ***Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site;***

\_\_\_\_\_ [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;

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;



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

*(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)*

(1) *If a sole proprietorship:* The owner or the 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, or 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;

(2) *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;

(3) *If a corporation or a 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;

\_\_\_\_\_ [Name of Bidder] complies with existing labor laws and standards;

\_\_\_\_\_ [Name of Bidder] is aware of and has undertaken the following 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) Made 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 ***Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site.***



\_\_\_\_\_ [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.

In case advance payment was made of given, failure to perform or deliver any of the obligations and undertaking 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. 3185 s. 1930, as amended, or the Revised Penal Code.

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

\_\_\_\_\_  
AFFIANT/S  
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.



## FORM VIII-E

*Sample form only.*

# ***FINANCIAL BID FORM***

---

Date: \_\_\_\_\_  
Project Identification No: \_\_\_\_\_

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

Having examined the Bidding Documents including 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 Bidding Documents 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 on the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

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

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

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



The undersigned is authorized to submit the bid on behalf of \_\_\_\_\_ *[name of 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
*[signature and printed name]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address and Telephone Number



**FORM VIII – F**

*(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)*

**Bid Price Schedule**

<p align="center"><b>Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site (ABC = ₱100,606,533.00)</b></p>			
ITEM DESCRIPTION	Unit of Measure	Quantity	TOTAL BID PRICE: (inclusive of Value-Added Tax)
<p><b>Supply, Delivery and Installation of Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site<sup>1</sup></b></p>	lot	1	₱
<p><i>Amount in Words:</i></p> <hr/>			

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and in behalf of : \_\_\_\_\_

<sup>1</sup> Including all technical requirements under Section VII. Technical Specifications



### Form VIII-F.1

*Sample form only*

### For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_

Invitation to Bid Number \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and in behalf of : \_\_\_\_\_



### Form VIII-F.2

*Sample form only*

### For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_

Invitation to Bid Number \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and in behalf of : \_\_\_\_\_





**FORM VIII – G**

**Contract Agreement Form**



**Republic of the Philippines  
Supreme Court  
Manila**

***CONTRACT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF  
NEXT GENERATION FIREWALL FOR THE JUDICIARY DATA CENTER  
AND FOR THE DISASTER RECOVERY SITE***

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this \_\_\_ day of \_\_\_\_\_ 20\_\_ in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by \_\_\_\_\_, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the “**COURT;**”

-and-

\_\_\_\_\_, a business firm organized and existing in accordance with Philippine laws, with principal business address at \_\_\_\_\_ and represented by \_\_\_\_\_ in his capacity as the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the “**SUPPLIER.**”

**WHEREAS**, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on \_\_\_\_\_ an Invitation to Bid for the ***Procurement of the Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site.*** The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

**WHEREAS**, the **SUPPLIER** won in the public bidding conducted by the **COURT** on \_\_\_\_\_ and was recommended by the SC-BAC-GS, in its Memorandum dated \_\_\_\_\_, to be awarded the contract for the supply, delivery and installation of next generation firewall for the Judiciary Data Center and for the Disaster Recovery Site, which recommendation was approved by the Court *En Banc* through its Resolution dated \_\_\_\_\_;



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

## **ARTICLE I CONTRACT DOCUMENTS**

**1.1 OFFICIAL BID DOCUMENTS.** The **SUPPLIER** 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**, 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**'s *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SUPPLIER** 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.

## **ARTICLE II EFFECTIVITY AND TERM OF SERVICE**

**2.1 EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** 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.

**2.2 DELIVERY DATE.** Complete supply, delivery and installation of next generation firewall for the Judiciary Data Center and for the Disaster Recovery Site within \_\_\_\_\_ calendar days from receipt of the Purchase Order.



**2.3 CONTRACT PRICE.** For and in consideration of the full and satisfactory supply, delivery and installation of next generation firewall for the Judiciary Data Center and for the Disaster Recovery Site by the **SUPPLIER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of \_\_\_\_\_ (₱ \_\_\_\_\_).

### **ARTICLE III REPRESENTATIONS/WARRANTIES**

**3.1 PERFORMANCE WARRANTY.** The **SUPPLIER** 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.

**3.2 PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER** agrees to guarantee the goods against manufacturing defects 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**.

**3.3 WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; 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 IV PERFORMANCE SECURITY**

**4.1 AMOUNT AND FORM.** The **SUPPLIER** shall, within five (5) 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 upon demand, issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court.

**4.2 DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** 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**.



- 4.3 **FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

## **ARTICLE V LIQUIDATED DAMAGES**

- 5.1 **LIQUIDATED DAMAGES.** The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **COURT** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

## **ARTICLE VI TERMINATION OF CONTRACT**

- 6.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** 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**.
- 6.2 **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** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.
- 6.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER** 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** or breach of this Contract and the Official Bid Documents by the **SUPPLIER**.
- 6.4 **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 VII VENUE OF ACTIONS**

- 7.1 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)**

**(SUPPLIER)**

Represented by:

Represented by:

\_\_\_\_\_  
**(Authorized Representatives)**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
**(Witnesses)**

**ACKNOWLEDGMENT**

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

**BEFORE ME** personally appeared:

- 1) \_\_\_\_\_ with Supreme Court Identification Card No. \_\_\_\_\_; and
- 2) \_\_\_\_\_ with Identification Card No. \_\_\_\_\_

known to me to be the same persons who executed the foregoing *Contract for the Supply, Delivery and Installation of Next Generation Firewall for the Judiciary Data Center and for the Disaster Recovery Site* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of \_\_\_ 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 \_\_\_\_\_, 20\_\_\_ at the City of Manila, Philippines.

**NOTARY PUBLIC**