



**BUREAU OF CUSTOMS**  
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

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**BIDDING DOCUMENTS**  
**FOR THE**  
**SUPPLY AND DELIVERY**  
**MAINTENANCE OF**  
**CYBER SECURITY SOLUTION**  
**FOR BUREAU OF CUSTOMS**

**Project ID No.: BOC-GOODS-2021-06**  
**May 2021**

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## *Section I. Invitation to Bid*

### SECTION I. INVITATION TO BID

#### **"Supply and Delivery Maintenance of Cyber Security Solution for Bureau of Customs"**

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2021 General Appropriations Act intends to apply the sum of Seven Million One Hundred Ninety-Seven Thousand Three Hundred Sixty Pesos (Php7,197,360.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Supply and Delivery of Maintenance of Cyber Security Solution for Bureau of Customs". Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Delivery of the Goods for the period of June 2021 to December 31, 2021 is required specified in the Technical Specification. Bidders should have completed, within three (3) 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 the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on May 18, 2021 from the given address and website 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 Ten Thousand Pesos (P10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
6. The BOC will hold a Pre-Bid Conference on May 25, 2021, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. Send a Letter of Intent through email and we will send the link via Microsoft Teams.



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7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before June 7, 2021, 9:30 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 June 7, 2021, 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat  
General Services Division  
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila  
Telefax No. 527-9757  
Email address: [bacsecretariat@customs.gov.ph](mailto:bacsecretariat@customs.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: <https://customs.gov.ph/bid-opportunities/>

Date issued: May 18, 2021

**ATTY. ALVIN H. EBREO, CESE**  
*Chairperson, BOC-BAC*

# *Section II. Instructions to Bidders*

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## **1. Scope of Bid**

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Supply and Delivery of Maintenance of Cyber Security Solution for Bureau of Customs” with identification number BOC-GOODS-2021-06.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2021 General Appropriations Act in the amount of Seven Million One Hundred Ninety-Seven Thousand Three Hundred Sixty Pesos (Php7,197,360.00).

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

## **3. Bidding Requirements**

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. 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 and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **ITB**.

## 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 **ITB**, 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 three (3) years as provided in paragraph 2 of the **ITB** 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 **ITB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.



## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 October 4, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

- 15.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 15.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 15.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.
  - (f) Each envelope must be duly signed by the authorized representative.
- 15.4 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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 15.5 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 **ITB**.

## **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 **ITB**. 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 maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. The LCB shall likewise submit the required documents for final Post Qualification.}

## **21. Signing of the Contract**

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

## *Section III. Bid Data Sheet*

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Supply and Delivery of Maintenance of Cyber Security Solution for Bureau of Customs”</p> <p>The identification number of the Contract is BOC-GOODS-2021-06</p>
2	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2021 General Appropriations Act in the amount of Seven Million One Hundred Ninety-Seven Thousand Three Hundred Sixty Pesos (Php7,197,360.00).</p>
5	<p>Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.</p>
5.2	<p>Foreign bidders are not allowed.</p>
5.3	<p>The bidder must have completed, three (3) years prior to June 7, 2021 single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Provision of Cyber Security Service and Support”</p>
5.4	<p>Joint Venture is not allowed.</p>
7.1 (a)	<p>Subcontracting is not allowed.</p>
8	<p>The BOC will hold a Pre-Bid Conference on May 25, 2021, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p>

	<ol style="list-style-type: none"> <li>1. The amount of not less than <b>P143,947.20</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of not less than <b>P359,868.00</b>, if bid security is in Surety Bond.</li> </ol>
15.4	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>All papers/pages of the Bid (Original and Photocopies), including attachments thereto such as brochures, shall be countersigned/initialed each page by the bidder or his/her duly authorized representative.</p> <p>“Failure to comply with the above instructions would rate the bids as failed”</p>
19.2	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>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 the following documents:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>);</li> <li>2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; and</li> <li>3. Other appropriate licenses and permits required by law.</li> <li>4. A certification that they are FireEye Affiliate or Authorized/Licensed Vendor to carry their services in the country.</li> </ol>
21.1	<p>No further instruction</p>

# *Section IV. General Conditions of Contract*

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## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p>
2.2	Payment shall be made only upon submission of the required Documents. Partial Payment is not allowed.
3	No further instructions.
4	<p>Inspections and Tests</p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications</p>
5	Seven (7) months based on the Schedule of Requirements and upon receipt of Notice to Proceed
6	No additional provision.

## *Section VI. Schedule of Requirements*

<b>Item</b>	<b>Description</b>	<b>Product Code</b>	<b>Quantity</b>	<b>Delivery Date</b>
1	RNW-Sppt 8400 FX PTM	RN-8400FX-PTM-1Y	1	Deliver within five (5) calendar days after receipt of Notice to Proceed to be delivered in ICT Office, G/F ICT Bldg., South Harbor, Port Area Manila
2	RNW-DTI 8400 FX 2-Way	RN-8400FX-2WDTI-1Y	1	
3	RNW-Sppt CM 7400 PTM	RN-7400CM-PTM-1Y	1	
4	RNW-Sppt 7500 NX PTM	RN-7500NX-PTM-1Y	1	
5	RNW-Sppt 7500 NX 2-Way	RN-7500NX-2WDTI-1Y	1	
6	RNW-Sppt 4400D HX DMZ PTM	RN-4400DHX-PTM-1Y	1	
7	RNW-Sppt 4402 HX PTM	RN-4402HX-PTM-1Y	1	
8	RNW-DTI Endpoint Security Essentials 2-Way Sub	RN-90HX-PTM-4999-1Y	2,000	
9	RNW-Sppt EP Security Essentials Nodes PTM	RN-90HX-PTM-4999-1Y	2,000	
10	RN-5400EX-PTM	RN-5400EX-PTM-1Y	1	
11	RN-5400EX-2WDTI	RN-5400EX-2WDTI-1Y	1	
12	Renewal-Attach /URL Engine	RN-90EX-4999-1Y	2,000	

**I hereby commit to comply and deliver the above requirements.**

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

# *Section VII. Technical Specifications*

## **STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS**

The bidder must state in the last column opposite each parameter and required specifications either **“Comply” or “Not Comply”**. All pages shall be properly signed. 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. **PLEASE SEE THE NEXT PAGE.**

1. Scope of Work (if SERVICES are required)	BIDDER'S STATEMENT OF COMPLIANCE
<p><b>1.1 General Qualifications of the SERVICE PROVIDER</b></p> <ul style="list-style-type: none"> <li>➤ PROVIDER must be a duly certified partner of FireEye Corporation for the past three (3) years.</li> </ul> <p><b>1.2 Services to be Provided</b></p> <p>1.2.1 PROVIDER must start providing the required services within five (5) days after receipt of Notice to Proceed.</p> <p>1.2.2 PROVIDER must provide a 24 x 7 Service Desk - Phone and email support: Monday – Sunday including regular holidays, special holidays and government announced holidays.</p> <p>1.2.3 PROVIDER must provide services of <u>on-call</u> personnel: 24 x 7 Monday – Sunday including regular holidays, special holidays and government announced holidays. On call support is provided in situations that require the presence of Technical Personnel at BOC site to perform critical activities. Response time is within 4 hours from receipt of call.</p> <p>1.2.4 PROVIDER shall supply the necessary spare parts for the purpose of restoring the appliance to their proper working condition.</p> <p>1.2.5 In case the appliance becomes faulty and needs to be pulled out by PROVIDER, a service/ replacement unit shall be provided to BOC.</p> <p>1.2.6 PROVIDER shall provide a Technical Staff on-site for software-related trouble-shooting and fixing. If required, available software patching for bug-fixes shall be performed.</p> <p>1.2.7 PROVIDER shall conduct routine 8 x 5 preventive maintenance program on the appliance. The scope of Preventive Maintenance shall be as follows:</p> <p>1.2.8 General check-up of the appliance or hardware;</p> <p>1.2.9 General check-up on any program or software used in the operation of any appliance or hardware;</p> <p>1.2.10 Diagnostic routine within the system.</p> <p>1.2.11 PROVIDER must have the capability to provide the following reports:</p> <p>1.2.12 Service reports and documentation</p> <p>1.2.13 Incident reports</p> <p>1.2.14 Quarterly activity summary report</p> <p>1.2.15 PROVIDER must ensure that solution provides continuous detection and intrusion protection using the existing cyber security platforms.</p> <p>1.2.16 PROVIDER must ensure that services are able to leverage existing advanced threat protection</p>	

services in Network, Email, File and Endpoint of BoC for the purpose of security monitoring.

- 1.2.17 PROVIDER must provide regular management reporting of security alerts, breaches, anomalies, emerging threats and trends and advanced persistent threats detected.
- 1.2.18 PROVIDER must be able to address requests by BOC for investigative actions outside the scope of normal service delivery actions.
- 1.2.19 PROVIDER must ensure that solution is available 24x7 as its components are primary tools used by the existing Managed Detection and Response provider that has Security Operations Centers in the major geographies viz. Americas, Europe, Asia, Pacific and Japan.
- 1.2.20 PROVIDER should ensure that the appliances perform not only according to technical specifications but also to rules or policies set by BOC and as configured by PROVIDER.

### 1.3 CONFIDENTIALITY OF DATA

- 1.3.1 PROVIDER and all project staff of the PROVIDER assigned to BOC shall be required to sign a non-disclosure agreement
- 1.3.2 PROVIDER shall fully acknowledge that the BOC system, its components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to BOC.
- 1.3.3 PROVIDER agrees to hold the Proprietary Information in strict confidence. PROVIDER furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the Bureau of Customs.
- 1.3.4 To ensure the confidentiality of all information that will come to the knowledge of the PROVIDER and its employees assigned to BOC, the PROVIDER and its employees assigned therein, shall uphold strict confidentiality of any information that has concern to the BOC, including but not limited to IT infrastructure design/configuration, work flow/process, building layout and designs

Requirement/s if awarded the contract:

- a. Project Period: Seven (7) months upon receipt of Notice to Proceed
- b. Project Place: ICT Building, Bureau of Customs, Manila
- c. Testing Parameters/Procedures: As stated in Schedule of Requirements

- d. Warranty Period/ Coverage of Warranty: Seven (7) months based on the Schedule of Requirement and upon receipt of Notice to Proceed
- e. Manuals: Mandatory Manual/Procedures: Seven (7) months real-time security update of applications/ firmware/ software tools that comprise the FireEye cyber security solution package.
- f. Post Qualification: A certification that they are FireEye Affiliate or Authorized/Licensed Vendor to carry their services in the country.
- g. Payment Milestone:

Milestones	Period	Amount	Documentary Requirements
Milestone 1	30 days upon issuance of Notice to Proceed (NTP)	90%	Certificate of Acceptance from BOC, Billing Statement
Milestone 2	60 days upon completion of Milestone 1	2.5%	Certificate of Acceptance from BOC, Billing Statement
Milestone 3	60 days upon completion of Milestone 2	2.5%	Certificate of Acceptance from BOC, Billing Statement
Milestone 4	30 days upon completion of Milestone 3	2.5%	Certificate of Acceptance from BOC, Billing Statement
Milestone 5	30 days upon completion of Milestone 4	2.5%	Certificate of Acceptance from BOC, Billing Statement

**SERVICE LEVEL AGREEMENT (SLA)**

This Service Level Agreement (SLA) covers hardware, software and subscription support for Supported Offerings, and includes:

- Assistance via multiple channels: Live Chat, Web, Phone and eMail Support 24x7x365 for up to 15 designated contacts
- Target Initial Response Times as detailed in table below
- Immediate escalation to Advanced Level Three Engineering Support for Severity One cases, provided case is also phoned through to align customer and Service Provider resources
- Maintenance releases for security efficacy and other recommended software bug fixes, as well as new releases for general software updates and non-chargeable enhancements

to assure systems contain the latest updates and stay compatible with evolving technology

- Emergency fixes, tested and verified by Service Provider engineering for Severity One issues
- Return of defective products subject to the limited warranty
- Advance replacement of defective hardware, as described below
- Access to the secure Support Portal, Community and Knowledge Base, which includes:
  - A Support Portal for opening and updating support cases for your designated contacts
  - A Community to find and share solutions with users around the world
  - A Knowledge Base of known issues and articles
  - Online Documentation
  - Patch/update information
  - Field Notices
- Level One, Two and Three Support fulfilled by citizens of the selected country

**Initial Response Times**

Service provider will use commercially reasonable efforts to respond to requests for Support as detailed below:

<b>Severity</b>	<b>Impact</b>	<b>Target Initial Response Time</b>
<b>One</b>	<ul style="list-style-type: none"> <li>• Product rendered unavailable or unresponsive, requires constant restarting, or results in irretrievable corruption or loss of data</li> <li>• Major application not functioning</li> <li>• Device not scanning, or device blocking traffic</li> <li>• Requires immediate fix</li> </ul>	30 minutes (elapsed)
<b>Two</b>	<ul style="list-style-type: none"> <li>• Sub-component of a major application not functioning as documented</li> <li>• Services degraded</li> <li>• Major performance degradation</li> </ul>	2 hours (elapsed)
<b>Three</b>	<ul style="list-style-type: none"> <li>• Minor application not functioning as documented</li> </ul>	4 business hours
<b>Four</b>	<ul style="list-style-type: none"> <li>• General usage question</li> <li>• General information requests</li> <li>• Feature requests</li> </ul>	8 business hours



## **Other Services and Recommendations**

### **Proactive Support**

Proactive Support is available by default for some Service Provider products. Through Proactive Support, Service Provider receives certain information from the customer's product, including:

- Operational Information, including version information for the Operating System (OS), patch levels, guest images, and security contents.
- Product License Information for content delivery and support services.
- Appliance Health including status information about environmental variables, such as operating temperature, components such as fans and hard disk drive, along with System Activity Report (SAR) data.
- Appliance Statistics. Basic statistics about the appliances such as number of agents (for endpoint products), IOC count and number of host sets created.
- Throughput Measurements. For customers who have purchased network Products, monitoring of volume of throughput for each appliance is provided, which helps determine whether the appliance is running at optimal capacity and can also help identify detection efficacy, debugging deployment issues, and capacity planning.
- Statistics of Critical Subsystems Capacity. Monitoring of critical subsystems such as interface status, packet counts, number of flows, broken or asymmetric flows, binaries, packet loss, protocol-based stats, memory usage, and kernel level information, to help determine optimal operation.

In some cases, Proactive Support triggers a support case, enabling the Customer to review system health information and take corrective action where necessary.

Customers purchasing 1-way DTI content delivery who do not wish to receive Proactive Support must notify Service Provider that they wish to decline Proactive Support, by opening a support ticket to make the request. If Customer does not so notify Service Provider that it wishes to decline Proactive Support, Service Provider will provision Proactive Support. Proactive Support will be provided for all Customers purchasing 2-way DTI content delivery.

### **Technology Preview/Early Access Program**

Service Provider may make some technology, preview features, support functionality or services, or other offerings available on an early access, preview or beta basis, either at no charge or for a fee. These features are not intended for production use, may not be fully supported, and may not be stable. Such features are provided "as is" without warranty. Service Provider reserves the right to charge fees for preview or beta features if fully released.

### **Spare Parts**

For customers in mission-critical environments, Service Provider recommends the purchase of a hot or cold standby system, as well as spare disk drives and power supplies. In the event of component failure, the standby system or spare part can be swapped

in while Service Provider's Support analyzes the original failed system or part and determines whether it can be fixed or must be replaced

A hot standby system is expected to be up and running so that it may be "hot-swapped" in the event of a production system failure. It must therefore be purchased with a support contract and subscription(s), for example, DTI. Through the RMA process, the hot standby system becomes the permanent replacement for a defective production system and thus inherits the contractual entitlements of the defective production system it replaced. The RMA replacement system will become the new hot standby system and therefore assumes the contractual entitlements of its hot standby predecessor.

A cold standby system is not sold with a support contract or subscription(s), and must not be powered on<sup>4</sup>. In the event of a production system failure, the cold standby system is powered on and, through the Service Provider RMA process, it becomes the permanent replacement for the defective production system and is thus provided with the contractual entitlements of the defective production system it replaced. The RMA replacement system will become the new cold standby and it will not have a support contract or subscription(s) entitlements.

In combination with a Platinum or Government Program, these standby systems and spares offer a comprehensive solution for mission-critical environments. Standby systems, once placed into production as described above, are replaced through the Service Provider RMA process as reflected in the associated Support Program.

If converting a cold standby system into a hot standby system or a production system, a support contract and subscription(s) must be purchased for the system from point of cold standby system purchase.

<sup>4</sup> A cold standby system may be powered on and temporarily licensed once a quarter for the sole purpose of upgrading the system software.

### **Non-Returnable HDD and SSD Service**

The Non-Returnable Hard Disk Drive (NRHDD) and Non-Returnable Solid-State Drive (NRSSD) services are annual subscription programs for customers who cannot, or choose not to, return a defective or failed disk drive associated with certain Service Provider appliances. Contact your Service Provider's account representative for details on the appliances supported by these programs.

No other models/platforms are covered.

The customer is responsible for disposing of the replaced disk drives in accordance with their internal data security compliance requirements and with applicable local environmental and other laws. If the NRHDD and/or NRSSD services are not exercised by the customer at the time of original purchase then the customer will indemnify, defend, release, and hold harmless Service Provider from any and all claims and liabilities relating to confidential data that may be on a returned disk drive.

Service Term for NRHDD and NRSSD

The NRHDD and NRSSD services have an annual (1-year) or multi-year term and must:

- Be coterminous with the Support (and any other) service purchased for the appliance(s)
- Include the purchase of NRHDD and/or NRSSD for all appliances owned

The quantity purchased should reflect the total number of appliances owned.

The NRHDD and NRSSD services are to be purchased in conjunction with one of the Service Provider Support Programs. Customers without a current Service Provider Support Program cannot enroll in the NRHDD and NRSSD programs.

**Advance Replacement**

Prior to any return as to which Advance Replacement applies, Customer shall verify that the Product is defective by logging a Support Case, including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information as requested. Upon confirmation by Service Provider of a defect, Customer shall obtain from Service Provider an RMA number. Service Provider will ship via a recognized express courier replacement hardware to Customer to arrive no later than next business day after Service Provider's issuance of an RMA number, provided the RMA number was issued prior to the business day cutoff time local to the defective hardware, provided the replacement does not require any custom pre-configuration, and provided no external-to- Service Provider circumstances prevent the delivery. The replacement hardware may be a new or reconditioned (of equivalent or better quality) at Service Provider's sole discretion. Service Provider shall pay the shipping costs to ship the replacement hardware to Customer, but Customer shall always bear any and all risk of loss of or damage to said hardware after the hardware is made available by Service Provider to the common carrier. Customer's purchased Support Program will transfer from the defective hardware to the replacement hardware. Within five (5) business days after Customer receives the replacement hardware from Service Provider, Customer shall package the defective hardware in its original packing material or equivalent, write the RMA number on the outside of the package and return said defective hardware, at Service Provider's cost provided Customer utilizes Service Provider designated courier service and properly packages the defective hardware according to Service Provider's instructions, shipped properly insured, FOB Service Provider's designated facility (except that Service Provider shall pay for shipping). Customer shall enclose with the returned hardware the applicable RMA form, and any other documentation or information requested by Service Provider customer support. Customer shall assume any and all risk of loss of or damage to such hardware during shipping. Title to the defective hardware shall pass to Service Provider upon Service Provider receipt thereof. When a replacement hardware is provided and Customer fails to return the defective hardware to Service Provider within ten (10) business days after Customer receives the replacement hardware from Service Provider, Service Provider may charge Customer, and Customer shall pay for the replacement Product at the then-current list price.

**Support Terms**

If the Customer purchases the Supported Offerings from Service Provider through a Service Provider authorized reseller (a "Reseller"), Customer will be entitled to the applicable Support described above as purchased, provided Customer: (a) is the original purchaser of the Supported Offerings, (b) has provided true, accurate, current and complete information to Service Provider included with its purchase; and (c) has maintained and updated this information to keep it true, accurate, current, and complete.

Support Services will be provided according to the Support Program purchased by Customer during the term of Support (the "Support Term"), including any renewal terms. During the Support Term, Service Provider will provide the following:

- Software Updates - Service Provider will provide Customer notification of bug fixes, maintenance patches and new releases which may contain minor enhancements to the features or functions of the Supported Offerings ("Updates"). Service Provider may designate a particular release of the Supported Offerings as an Update at its sole discretion. Service Provider reserves the right to impose additional charges for releases of Supported Offerings (i) that provide major enhancements to the features or functions of the Supported Offerings, as determined by Service Provider at its sole discretion; or, (ii) that provide additional features or perform additional functions not provided or performed by the Supported Offerings.
- Software Error Corrections - Service Provider will use commercially reasonable efforts to correct any reproducible programming error in the software associated with the Supported Offerings attributable to Service Provider, employing a level of effort commensurate with the severity of the error, provided, however, that Service Provider will have no obligation to correct all errors in the Supported Offerings. Upon identification of any programming error, Customer will notify Service Provider of such error in writing and will provide Service Provider with enough information to locate and reproduce the error. Service Provider will not be responsible for correcting any errors not attributable to Service Provider. Errors attributable to Service Provider will be those that are reproducible by Service Provider on unmodified Supported Offerings. If it is found that a particular error is fixed in the most current Supported Offerings release, then Service Provider will have no obligation to fix the error in any prior Supported Offerings release and Customer will need to upgrade to the current Supported Offering release in order to obtain the fix.

**Customer Responsibilities**

- Requesting Support Services - When requesting Support, Customer should have the following information available to provide to Service Provider, if requested: (i) detailed problem description, including operating system ("OS") version, Product model and serial number(s), of the affected Supported Offering, and a detailed description of the troubleshooting that has already been done to try to resolve the problem; (ii) detailed system log files; (iii) configuration and login details to allow Service Provider access as needed to the Products via the Internet for the purpose of providing support services and permissions needed in order for Service Provider to conduct such remote access; (iv) a detailed description of changes to the environment; and (v) Customer's unique ID, Account ID, or other unique customer identifier as assigned to Customer by Service Provider. Customer acknowledges that failure to have any or all information or access available as needed by

Service Provider in order to provide Support may result in delays in Service Provider's response, may hinder Service Provider's ability to perform the Support and/or may cause incorrect Support Program fulfillment. Service Provider will not be responsible for any such delays and inability to perform due to causes not due to Service Provider.

- Customer Assistance - Customer will: (i) ensure that their physical environment complies with any and all applicable Service Provider published system environmental specifications; (ii) follow Service Provider's procedures when requesting Support; (iii) provide Service Provider reasonable access to all necessary personnel to answer questions or resolve problems reported by Customer regarding the Supported Offerings; (iv) promptly implement all Updates and error corrections provided by Service Provider; (v) maintain Service Provider supported versions of required third party software, if any; and (v) notify Service Provider promptly of any decommissioning of Products or relocation of the Products from the location to which the Products were originally shipped. Customer will use reasonable efforts to resolve internally any support questions prior to requesting Support. During the Support Term, Service Provider, may obtain information regarding Customer's use of the Supported Offerings and communications with Service Provider, which information may include personal information such as email addresses, and Customer agrees that, as a condition to Service Provider's provision of Support, Service Provider may use statistical data generated regarding Customer's use of the Supported Offerings and communications with Service Provider so long as the source or content of such communications and any personal data collected is not being disclosed to third parties. Providing Service Provider with up-to-date location and usage information helps ensure accuracy in our provisioning of Support Services.
- Contact People - Customer will appoint the specified number of individuals (depending upon the Support Program purchased, as noted above) within Customer's organization to serve as contacts between Customer and Service Provider and to receive support through Service Provider's Support channels which include, live chat, web, telephone and email, alongside the Service Provider Community. Customer's contacts will have been adequately trained on the Products and will have sufficient technical expertise, training and experience. All of Customer's support inquiries will be initiated through these contacts.

#### **Exclusions**

Service Provider will have no obligation or responsibility to provide any Support relating to problems arising out of or related to (i) Customer's failure to implement all Updates to the Supported Offerings which are made available to Customer; (ii) the failure to provide a suitable installation environment; (iii) any alteration, modification, enhancement or addition to the Products performed by parties other than Service Provider; (iv) use of the Supported Offerings in a manner, or for a purpose, for which they were not designed; (v)

accident, abuse, neglect, unauthorized repair, inadequate maintenance or misuse of the Products; or relocation of the Products (including without limitation damage caused by use of other than Service Provider shipping containers), (vi) operation of the Products outside of environmental specifications; (vii) interconnection of the Supported Offerings with other products not supplied by Service Provider; (viii) use of the Supported Offerings on any systems other than the specified hardware platform for such Supported Offerings; or (ix) introduction of data into any database used by the Supported Offerings by any means other than the use of the software associated with the Supported Offerings. Service Provider will support all generally available ("GA") versions of the Service Provider OS, for a minimum of one (1) year from GA release date, regardless of the number of supported OS GA versions. Service Provider will also support the two (2) most current OS GA versions, regardless of the elapsed time from GA release date. If available, and at Service Provider's sole discretion, Support for any other OS versions or for other problems not covered above may be obtained at Service Provider's then-current fees and policies for such services. Service Provider's complete end of life policy can be found here.

**Lapsed Support and Upgraded Support**

- Lapsed Support - After any lapse of Support, the parties subsequently may elect to reinstate Support for Supported Offerings for which the Support lapsed; provided, however, that (i) Customer agrees to pay for the period of time that has lapsed as well as any renewal Support Term, and (ii) with respect to Products, such Products must be in good working condition, as solely determined by Service Provider or its designee.
- Support Program Upgrade - At any time during the Support Term, Customer may upgrade to Service Provider's next level of Support by (i) notifying Service Provider of Customer's desire to upgrade; (ii) acknowledging in writing the then-current terms and conditions for the relevant Support; and (iii) paying Service Provider or the applicable Service Provider reseller the additional Support Fees owed in connection with such upgraded Support.

**I hereby commit to comply and deliver the above requirements.**

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

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

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class “A” Documents***

##### Legal Documents

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

##### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; and
- (i) Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (k) Certificate of Performance Evaluation (Certificate or any document showing project completion with at least satisfactory rating); **and**

- (l) Required Licenses or Certification (Business registrations, certificate from FireEye on partnership, PhilGeps, certificate of completion or equivalent document on previous project).

*Financial Documents*

- (m) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (n) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

**25 FINANCIAL COMPONENT ENVELOPE**

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



## Bid Form

Date: \_\_\_\_\_  
 Invitation to Bid<sup>2</sup> N°: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, **“Supply and Delivery of Maintenance of Cyber Security Solution for Bureau of Customs”** of in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

ITEM	DESCRIPTION	PRODUCT CODE	QUANTITY	UNIT COST	TOTAL COST
1	RNW-Sppt 8400 FX PTM	RN-8400FX-PTM-1Y	1		
2	RNW-DTI 8400 FX 2-Way	RN-8400FX-2WDTI-1Y	1		
3	RNW-Sppt CM 7400 PTM	RN-7400CM-PTM-1Y	1		
4	RNW-Sppt 7500 NX PTM	RN-7500NX-PTM-1Y	1		
5	RNW-Sppt 7500 NX PTM	RN-7500NX-2WDTI-1Y	1		
6	RNW-Sppt 4400D HX DMZ PTM	RN-4400DHX-PTM-1Y	1		
7	RNW-Sppt 4402 HX PTM	RN-4402HX-PTM-1Y	1		
8	RNW-DTI Endpoint Security Essentials 2-Way Sub	RN-90HX-PTM-4999-1Y	2000		
9	RNW-Sppt EP Security Essentials Nodes PTM	RN-90HX-PTM-4999-1Y	2000		
10	RN-5400EX-PTM	RN-5400EX-PTM-1Y	1		
11	RN-5400EX-2WDTI	RN-5400EX-2WDTI-1Y	1		

12	Renewal-Attach /URL Engine	RN-90EX-4999-1Y	2000		
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We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>3</sup>

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

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

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

We certify/confirm that we comply with the eligibility requirements as **per ITB Clause 10 and 11** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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]*

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

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

***Statement of Single Largest Completed  
Contract  
which is similar in nature***

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

Business Address: \_\_\_\_\_

Name of Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

***List of all Ongoing Government & Private Contracts including  
Contracts awarded but not yet started***

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

Business Address: \_\_\_\_\_

Name of Contract	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Instructions:**

- i. State all ongoing contracts including those awarded but not yet started within three (3) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

## Contract Agreement Form

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THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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



6. [Select one, delete the rest:]

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

## Bid Securing Declaration Form

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

