



HEADQUARTERS  
PHILIPPINE ARMY  
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 2  
Fort Andres Bonifacio, Taguig City

# **BIDDING DOCUMENTS**

**for the**

**Procurement of One (1) Lot  
Network Traffic Analyzer and Data  
Loss Prevention (DLP) Equipment**

**SIG PABAC2 009-23**

**ABC: PhP 1,470,000.00**

**Date of Opening of Bids: July 6, 2023  
at 1:30 PM**

**Sixth Edition  
July 2020**

# TABLE OF CONTENTS

GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS .....3

SECTION I. INVITATION TO BID.....6

SECTION II. INSTRUCTIONS TO BIDDERS.....9

SECTION III. BID DATA SHEET .....15

SECTION IV. GENERAL CONDITIONS OF CONTRACT .....18

SECTION V. SPECIAL CONDITIONS OF CONTRACT .....20

SECTION VI. SCHEDULE OF REQUIREMENTS .....28

SECTION VII. TECHNICAL SPECIFICATIONS .....29

SECTION VIII. CHECKLIST OF TECHNICAL  
AND FINANCIAL DOCUMENTS .....44

## 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

### ***Procurement of One (1) Lot Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment***

#### **BID REF SIG PABAC2 009-23**

1. The Philippine Army, through the **Advice of Sub-Allotment (ASA) Number 2600-2023-0294 dated 13 April 2023** intends to apply the following sum being the Approved Budget for the Contract (ABCs) to payments under the contract for the **Procurement of One (1) Lot Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment** under SIG PABAC2 009-23. Bids received in excess of the ABC shall be automatically rejected during bid opening.

Description	Qty	ABC (Pesos)
<b>Procurement of Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment</b>	<b>1 Lot</b>	<b>1,470,000.00</b>

2. The Philippine Army now invites Bids for the above Procurement Project. Delivery of the Goods is required within **Ninety (90) calendar days** from receipt of Notice to Proceed (NTP) by the Supplier, which date shall not be later than seven (7) days from the issuance of NTP. 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 otherwise known as the “Government Procurement Reform Act”.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from PABAC2 Secretariat and inspect the Bidding Documents at the address given below during office hours (8:00AM to 4:00PM) on weekdays only.

5. The complete set of Bidding Documents may be acquired by interested Bidders on **June 14, 2023** from the given address and websites below in the amount of **PhP5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The Philippine Army through PABAC2 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC2, Fort Andres Bonifacio, Taguig, Metro Manila and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.

7. Bids must be duly received by the PABAC2 Secretariat through manual submission at the office address indicated below on or before the date of submission of bids. 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 the date as specified below and at the given address below and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of the bidding activities shall be as follows:

ACTIVITIES	TIME and DATE	VENUE
1. Sale and Issuance of Bidding Documents	8:00AM to 4:00PM Mondays to Fridays only starting on <b>June 14, 2023</b>	Office of the PABAC2, Fort Andres Bonifacio, Taguig City, Metro Manila
2. Pre-Bid Conference	<b>June 21, 2023 at 1,30 PM</b>	
3. Submission, Opening, and Bids Evaluation	<b>July 6, 2023 at 1:30 PM</b>	

10. The Philippine Army 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:

**Office of the PA Bids and Awards Committee 2**  
Fort Andres Bonifacio, Taguig City, Metro Manila

**BGEN ALVIN V FLORES PA**

**PABAC2 Chairperson**


Contact Nr. **+639393185696**

Telephone Nr. **845-9555 local 4084 / +6939-318-5696**

Email address: **pabacsec2@gmail.com**

12. You may visit the following websites for downloading of Bidding Documents:

- [philgeps.gov.ph](http://philgeps.gov.ph)
- [army.mil.ph](http://army.mil.ph)

  
**ALVIN V FLORES**  
Brigadier General, PA  
Chairperson

## Section II. Instruction to Bidders

### 1. Scope of Bid

The Procuring Entity, **Philippine Army** wishes to receive Bids for the **Procurement of One (1) Lot Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment** under SIG PABAC2 009-23.

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 for **2023** in the amount of **One Million Four Hundred Seventy Thousand Pesos (PhP 1,470,000.00)**.

2.2. The source of funding is **The General Appropriations Act**.

### 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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least fifty percent (50%)** of the ABC.; or
  - b. The Bidder should comply with the following requirements:
    - i. Completed **at least two (2) similar contracts**, the aggregate amount of which should be equivalent to **at least fifty percent (50%)** in the case of non-expendable supplies of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to **at least half of the percentage** of the ABC as required above.
- 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

The Procuring Entity has prescribed that **Subcontracting is not allowed.**

## 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 indicated herein and/or 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 the last 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 date of opening of bids**. 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 maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

## Section III. Bid Data Sheet

ITB Clause	
3	Non-compliance and/or non-conformance with the prescribed forms as provided in the Annexes of this Bidding Documents will be a ground for disqualification.
5.2	Foreign Bidders must be duly represented by an authorized local representative <b>(any corporate body or commercial company duly organized and registered under the laws of the Philippines or a citizen of the Philippines).</b>
5.3	<b>For this purpose, contracts similar to the Project shall mean “Procurement of Information Communication Technology (ICT) Hardware and/or Software or Procurement of Internet Service Provider (ISP)”</b> which must be completed within five (5) years prior to the deadline of the submission and receipt of bids.
7	<b>Subcontracting is not allowed.</b>
10	For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.  The local representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership), <b>or a Valid and Current Proof of Authority issued by the foreign bidder (in case the authorized local representative is an individual).</b>  In case of a Joint Venture, each JV partner shall submit the required Legal Documents.
12	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.
12.1	The price of the Goods shall be quoted <b>Delivered-Duty-Paid (DDP)</b> to be delivered at: <b>Signal Warehouse, Army Signal Regiment, Philippine Army, Fort Bonifacio, Metro Manila, Philippines.</b>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than <b>Twenty-Nine Thousand Four Hundred Pesos (PhP 29,400.00)</b> which is equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; <b>or</b>

	<p>b. The amount of not less than <b>Seventy-Three Thousand Five Hundred Pesos (PhP 73,500.00)</b> which is equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager’s check, it shall be payable to the Collecting Officer, Finance Center, PA.</li> </ul>						
<p>15</p>	<p>Each Bidder shall submit one (1) original and two (2) photocopies of the first and second components of its bid with proper tabbing.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>The Bid shall be signed on every page and/or initialed by the duly authorized representative/s of the bidder to include all photocopies. Any document that was not signed and/or initialed by the authorized representative/s of the bidder shall be a ground for disqualification.</li> </ul>						
<p>18</p>	<p>Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.</p>						
<p>19.3</p>	<p>The Project shall be awarded as <b>one contract</b>.</p> <table border="1" data-bbox="312 981 1318 1137"> <thead> <tr> <th data-bbox="312 981 935 1025">Description</th> <th data-bbox="935 981 1075 1025">Qty</th> <th data-bbox="1075 981 1318 1025">ABC (Pesos)</th> </tr> </thead> <tbody> <tr> <td data-bbox="312 1025 935 1137"><b>Procurement of Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment</b></td> <td data-bbox="935 1025 1075 1137"><b>1 Lot</b></td> <td data-bbox="1075 1025 1318 1137"><b>1,470,000.00</b></td> </tr> </tbody> </table>	Description	Qty	ABC (Pesos)	<b>Procurement of Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment</b>	<b>1 Lot</b>	<b>1,470,000.00</b>
Description	Qty	ABC (Pesos)					
<b>Procurement of Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment</b>	<b>1 Lot</b>	<b>1,470,000.00</b>					
<p>20.2</p>	<p><b>Post-Qualification Requirements:</b> In accordance with Section 34.2 the 2016 Revised IRR of RA No 9184, the Bidder shall submit the following documents within a non-extendible period of <b>five (5) calendar days</b> from receipt of the notice from the BAC that it is the LCB/SCB:</p> <table border="1" data-bbox="312 1317 1398 2024"> <thead> <tr> <th data-bbox="312 1317 443 1361">TAB</th> <th data-bbox="443 1317 1398 1361">Additional Post Qualification Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="312 1361 443 2024">A</td> <td data-bbox="443 1361 1398 2024"> <p>Attachments of PhilGEPS (Platinum) Registration</p> <ul style="list-style-type: none"> <li>Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>Current and valid Mayor’s Permit or Business Permit issued by the local government where the principal place of business of the bidder is located</li> <li>Tax Clearance Certificate per Executive Order 398, Series of 2005</li> <li>Latest Audited Financial Statement showing, among others, the prospective bidder’s total and current assets and liabilities stamped <b>“received”</b> if manually filed or <b>“attachment of system generated Transaction Reference Number and email to the system user”</b> if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions,</li> </ul> </td> </tr> </tbody> </table>	TAB	Additional Post Qualification Requirements	A	<p>Attachments of PhilGEPS (Platinum) Registration</p> <ul style="list-style-type: none"> <li>Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>Current and valid Mayor’s Permit or Business Permit issued by the local government where the principal place of business of the bidder is located</li> <li>Tax Clearance Certificate per Executive Order 398, Series of 2005</li> <li>Latest Audited Financial Statement showing, among others, the prospective bidder’s total and current assets and liabilities stamped <b>“received”</b> if manually filed or <b>“attachment of system generated Transaction Reference Number and email to the system user”</b> if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions,</li> </ul>		
TAB	Additional Post Qualification Requirements						
A	<p>Attachments of PhilGEPS (Platinum) Registration</p> <ul style="list-style-type: none"> <li>Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>Current and valid Mayor’s Permit or Business Permit issued by the local government where the principal place of business of the bidder is located</li> <li>Tax Clearance Certificate per Executive Order 398, Series of 2005</li> <li>Latest Audited Financial Statement showing, among others, the prospective bidder’s total and current assets and liabilities stamped <b>“received”</b> if manually filed or <b>“attachment of system generated Transaction Reference Number and email to the system user”</b> if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions,</li> </ul>						

		for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
	B	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.
	C	Supporting documents for the Ongoing Government/Private Contracts: 1. Notice of Award, Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user
	D	Supporting documents for the Single Largest Completed Contract: 1. Notice of Award, Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; <b>and</b> 2. Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User’s Acceptance or its equivalent provided that the same expressly states that the Goods were received in good condition.
	E	Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder
	F	Company Profile (Organization, Affiliated Companies, Production Capability)
	G	Vicinity map/location of the business
	H	Certificate from HAFPPS that Bidder is not Blacklisted and <b>No Overdue Delivery.</b>
	I	Warranty Undertaking ( <b>Annex 8</b> )
	J	Certificate of Replacement for Defective Items ( <b>Annex 9</b> ).
	K	Colored Manufacturer’s Brochure or Literature of the product being offered. Internet downloads may be included to supplement the information contained in the original brochures
	<p>Note:</p> <ul style="list-style-type: none"> <li>Failure to submit the following requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.</li> </ul>	
21.1	<p>Additional Contract Document/s:</p> <ul style="list-style-type: none"> <li>Applicable to Foreign Bidders:                             <ol style="list-style-type: none"> <li><b>The equivalent to the above-enumerated Class “A” documents issued by country or place of business, in English shall be submitted.</b> If not in 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, all said documents shall be authenticated through an apostille pursuant to GPPB</li> </ol> </li> </ul>	



	<p>Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid; AND</p> <p>b. SEC Certificate of Registration of the Foreign Corporation, or the SEC Certificate of Registration of the Foreign consulting firm, and/or the authority or license from the appropriate Government Agency or Professional Regulatory Body of the Foreign Professionals engaging in the practice of regulated professionals and allied professions, where applicable, to be submitted within ten (10) calendar days from receipt of the Notice of Award, pursuant to GPPB Resolution No 25-2019 dated 30 October 2019.</p> <p><b>Note:</b> <i>For the Local representative of the foreign bidder: It must likewise submit and present <b>Registration Certificate</b> from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; and, its Valid and current <b>Mayor's/Business permit</b> issued by the local government where the principal place of business of the bidder is located.</i></p> <p><b>In case of Joint Venture</b> (both local and foreign manufacturers), both partners must present/submit the above documents.</p>
--	---

## Section IV. General Conditions of Contract

### 1. Scope of Contract

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

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

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

### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### 3. Performance Security

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

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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 the Contract

GCC Clause	
	<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><b><i>For Goods Supplied from Abroad:</i></b> The delivery terms applicable to the Contract are “<b>Delivered-Duty-Paid (DDP)</b>” at <b>Signal Warehouse, Army Signal Regiment, Philippine Army, Fort Bonifacio, Metro Manila, Philippines</b> in accordance with INCOTERMS.</p> <p><b><i>For Goods Supplied from Within the Philippines:</i></b> The delivery terms applicable to this Contract are <b>to be delivered at Signal Warehouse, Army Signal Regiment, Philippine Army, Fort Bonifacio, Metro Manila, Philippines</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in <b>Section VI. Schedule of Requirements</b>.</p> <p>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><b><i>For Goods supplied from within the Philippines:</i></b> Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>- Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>- Original Supplier’s factory inspection report;</li> <li>- Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;</li> <li>- Original and four copies of the certificate of origin (for imported Goods);</li> <li>- Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and</li> <li>- Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site.</li> </ul> <p><b><i>For Goods supplied from abroad:</i></b></p>

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- Original and four copies of the negotiable, clean shipped on-board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- Original Supplier's factory inspection report;
- Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- Original and four copies of the certificate of origin (for imported Goods);
- Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and
- Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.

**For purposes of this Clause the Procuring Entity's Representative at the Project Site is: PA TIAC; APAO; OG10, PA.**

#### **Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 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;
- Certificate of dealership or authorized distributor from the manufacturer of each of the products being offered.
- Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- Furnishing of tools required for assembly and/or and maintained the supply goods; and
- Training of the procuring Entity's personnel, at the supplier's plant and/or on/site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

**Packaging –**

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

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

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

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

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

The packaging and documentation shall be in accordance with the manufacturer's standard.

**Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

**Transportation –**

	<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 <i>force majeure</i> in accordance with <b>GCC</b> Clause 22.</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 indentify 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>
<p>2.2</p>	<p>Payment shall be made by <b>Check for local Supplier, or through irrevocable Letter of Credit (LC) in case of foreign supplier/manufacturer.</b></p> <p>In case payment shall be made by LC, the Procuring Entity shall open the irrevocable LC in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:</p> <p>a. Mode of Transmission: Full cable telex/S.W.I.F.T;</p>

	<p>b. Advising and/or Confirmation: LC may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter’s sole expense;</p> <p>c. Payee Bank: The LC draft (if any) shall be drawn on the confirming bank;</p> <p>d. Beneficiary: [Insert name and address of Supplier with Point of Contact];</p> <p>e. Currency and Amount of LC: LC shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of LC shall be released upon completion of all the required documents enumerated in SCC Clause 2.2(g) of the Bidding Documents and the 5% shall be released upon expiration of the warranty period provided in SCC Clause 5.1 in the Bidding Documents;</p> <p>f. Expiration Date: One Hundred Fifty (150) calendar days from issue date of the L/C;</p> <p>g. The terms of payment shall be as follows: <b>one time payment</b> to the Supplier at the time of the final acceptance of the Goods by the Procuring Entity made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:</p> <ul style="list-style-type: none"> <li>i. Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>ii. Negotiable, clean shipped on-board Bill of Lading marked “Freight Pre-Paid” and/or “Non-Negotiable Bill of Lading” or “Airway Bill”;</li> <li>iii. Original Supplier’s factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable);</li> <li>iv. Manufacturer’s and/or Supplier’s warranty certificate;</li> <li>v. Certificate of Origin (for imported GOODS);</li> <li>vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Delivery Site;</li> <li>vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC).</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• Payments shall be made only upon a certification by the <b>HoPE</b> to the effect that the Goods have been <b>rendered</b> or <b>delivered</b> in accordance with the prescribed delivery schedule of this Contract and have been duly <b>inspected</b> and <b>accepted</b>.</li> </ul>
<p>3</p>	<p>If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance.</p>



	<p>The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.</p>
<p>4</p>	<p>The inspections and tests that will be conducted are:</p> <p><b>A. POST-QUALIFICATION</b> involving documents validation, testing and/or manufacturer’s plant visit and inspection shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.</p> <p>Considering the travel restrictions brought by COVID-19 outbreak, the alternative PQI may be conducted through “table post qualification” and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing within the six (6) months validity period.</p> <p>Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct “table post qualification” within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.</p> <p><b>B. FINAL INSPECTION AND ACCEPTANCE</b> will be at the Delivery Site. Completeness and appropriateness of the delivered goods, visual inspection and/or random sampling based on the required test criteria and list of required samples shall be conducted by the Procuring Entity’s representative (PATIAC) at the delivery site at the soonest time possible. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity. After completion of the inspection, the inspection team shall furnish the following reports:</p> <ol style="list-style-type: none"> <li>1. Final Inspection and Acceptance Report by the TIAC;</li> <li>2. OG10, PA Inspection Report;</li> <li>3. SAO/APAO Acceptance Report;</li> </ol>
	<p><b>Correction of Defects:</b></p> <p><b>a. During TIAC Inspection:</b></p> <p><b>a.1. For items delivered within the delivery period,</b> the Supplier shall be allowed to correct defects within 30 calendar days upon receipt of written Notice from the PAPC.</p> <p><b>a.2. For items delivered after the lapse of the delivery period,</b> the Supplier shall be allowed to correct defects, subject to the imposition of liquidated damages.</p>
	<p><b>TIAC Non- Acceptance of Goods:</b></p>

	<p>In case items are rejected, the PA TIAC shall issue Certificate of Non Acceptance on the cause of non-compliance of the goods. A corresponding Notice of Non-Acceptance shall then be issued by Philippine Army Procurement Center (PAPC) to the supplier further advising that the period for replacement of defective item is within thirty (30) calendar days from receipt thereof. Supplier shall be allowed to replace rejected items up to two (2) times only.</p> <p>In case of rejection, the Supplier shall immediately withdraw the items from the Project/Delivery site. Any loss or damage thereto after such declaration shall be the sole responsibility of the Supplier.</p>
	<p>Supplier shall be subjected to blacklisting due to termination by default.</p>
<p>5.1</p>	<p>The warranty shall be covered by, either retention money in an amount equivalent to <b>five percent (5%)</b> of the contract price, or a special bank guarantee equivalent to <b>five percent (5%)</b> of the Contract Price in favor of the Armed Forces of the Philippines.</p> <p>The warranty period shall be <b>one (1) year</b> after acceptance by the Procuring Entity of the Delivered Goods.</p> <p>The Obligation for the warranty shall only be released after the lapse of the warranty period.</p>
<p>5.2</p>	<p>The period for repair or replacement for the defective goods or parts thereof shall be within <b>Thirty (30) Calendar Days</b> upon receipt of the Notice of Defects.</p> <p>The Procuring Entity through the TIAC may invoke for warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.2.</p>
<p>6</p>	<p>When the supplier fails to satisfactorily deliver the goods or services under the contract within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the Procuring Entity liquidated damages, not by way of penalty, for every day of delay until such goods or services are finally delivered or performed and accepted by the Procuring Entity concerned.</p> <p>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 Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</p>

## Section VI. Schedule of Requirements

ITEM NR	Description	Qty	DELIVERY PERIOD	DELIVERY PLACE
1	<b>Intrusion Detection System (IDS) / Intrusion Prevention System (IPS)</b>	<b>1 Lot</b>		
2	<ul style="list-style-type: none"> <li>- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>- 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;</li> <li>- Certificate of dealership or authorized distributor from the manufacturer of each of the products being offered.</li> <li>- Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>- Furnishing of tools required for assembly and/or maintained the supply goods; and</li> <li>- 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> </ul>		90 Calendar Days upon receipt of NTP	Signal Warehouse, Army Signal Regiment, Philippine Army, Fort Bonifacio, Metro Manila, Philippines
3	<p>Project Sign-off</p> <ul style="list-style-type: none"> <li>- Project Documentation</li> </ul>			

# Section VII. Technical Specifications

*By 2028, a world-class Army that is a source of national pride.*

**HEADQUARTERS  
PHILIPPINE ARMY  
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR  
COMMAND AND CONTROL, COMMUNICATIONS, CYBER SYSTEMS, G6  
Fort Andres Bonifacio, Metro Manila**

PA SPECS NR: ICT-16-10-2022

**TECHNICAL SPECIFICATIONS FOR NETWORK TRAFFIC ANALYZER AND  
DATA LOSS PREVENTION (DLP) EQUIPMENT**

<b>Application</b>	Network Traffic Analyzer monitor network availability and activity to identify anomalies, including security and operational issues. DLP is used to prevent data breaches and ensure data security.
<b>TECHNICAL DATA</b>	<b>REQUIREMENTS</b>
<b>Hardware</b>	
A.1	The proposed solution shall support 1,400,000 maximum sessions and has the capability to support at least 130,000 new sessions per second.
A.2	The proposed solution shall support 5.9 Gbps of Threat Prevention throughput.
A.3	The proposed solution shall support 12 x mGig 1G/2.5G/5G/10G ports for network traffic.
A.4	The proposed solution shall support 10 x SFP/SFP+ 1G/10G ports for network traffic.
A.5	The proposed solution shall support 4 x SFP28 25G ports for network traffic.
A.6	The proposed solution shall come with 2 x RJ-45 10/100/1000Mbps ports for high-availability (HA).
A.7	The proposed solution shall come with 1 x HSCl ports for high-availability (HA).
A.8	The proposed solution shall come with 1 x Ethernet 10/100/1000Mbps out-of-band management ports to access the management web interface and perform administrative tasks.
A.9	The proposed solution shall have fully redundant power supplies.
A.10	The proposed solution shall have at least 480 GB SSD disk drives.
<b>Software</b>	
<b>A. General and Functional Requirement</b>	
A.1	The solution should have a separate and dedicated CPU, Memory and Hard drive for control plane and data plane. This is to avoid service interruption on the data processing plane when the control plane has been restarted or rebooted.



*Honor. Patriotism. Duty.*

*By 2028, a world-class Army that is a source of national pride.*

A.2	The solution shall have a hardened Operating System and built as a dedicated appliance and not built from a generic server hardware.
A.3	The solution shall handle all traffic in a single pass stream-based manner with all security features turned on to deliver predictable performance. It shall be optimized for layer 7 application level content processing to handle signature matching and processing in a single pass parallel processing architecture.
A.4	The proposed solution shall have a basic malware analysis service, without any additional subscription. The solution should forward portable executable files to malware analysis service for analysis.
A.5	The proposed solution must offer safe application enablement capabilities to build policies that are based on application/application feature, users and groups, and content, as opposed to port, protocol and IP address, transforming your traditional allow or deny policy into business-friendly elements.
A.6	Must support application detection which determines what an application is irrespective of port, protocol, encryption (SSH or SSL) or any other evasive tactic used by the application. The solution must support multiple classification mechanisms such as application signatures, application protocol decoding, and heuristics to your network traffic stream to accurately identify applications.
A.7	The proposed solution must support dynamic addition of workload into a dynamic address object. This way, any additional workload into a pool of server that belongs to a dynamic address object, will have the corresponding security policy applied automatically and without any manual intervention.
A.8	The proposed solution must natively support decryption of TLS 1.3 without downgrading to TLS 1.2
A.9	The proposed solution must provide enhanced reporting and logging of decrypted and encrypted traffic.
A.10	The proposed solution must be able to integrate to an external web server (HTTP/S) containing dynamic IP, or Domain list(s) that can be referenced for security policy (e.g. whitelisting or blacklisting purposes). Any changes on the list should be dynamically captured and automatically



*Honor. Patriotism. Duty.*

*By 2028, a world-class Army that is a source of national pride.*

	applied on the security policy without manual intervention.
A.11	The proposed solution must have an interactive and customizable graphical summary of the applications, users, s, threats, and content traversing in the network it protects.
A.12	The proposed solution must provide a unified view of logs and separate detailed logs for each type (e.g. traffic, , threats, file analysis, system, configuration, users, etc.) for ease of analysis.
A.13	The proposed solution must be able to natively trigger custom alerts/logs based on condition produced by different event sources (e.g. traffic, threat, , system, configuration) and forward customizable attribute value via HTTP-based service that exposes an API (via HTTPS), email (SMTP), Syslog and SNMP Trap.
A.14	The proposed solution must have a native built-in functionality to auto quarantine or blacklist IP addresses to existing security policies based on any log attributes from multiple log sources (e.g traffic, threat, , etc).
<b>B. Deep Packet Inspection and Data Loss Prevention</b>	
B.1	The proposed solution have a built-in packet capture (pcap) feature you can use to capture packets that traverse the network interfaces on the solution. You can then use the captured data for troubleshooting purposes or to create custom application signatures.
B.2	The proposed solution has the capability to apply policies to inspect and control content traversing the network.
B.3	The proposed solution should protect networks from all types of vulnerability exploits, buffer overflows, DoS attacks and port scans that lead to the compromise and damage of enterprise information resources.
B.4	The proposed solution should control the flow of a wide range of file types by looking deep within the payload to identify the file type (as opposed to looking only at the file extension).
B.5	The proposed solution should control the transfer of sensitive data patterns, such as credit card or Social Security numbers, in application content or attachments.
B.6	The proposed solution should control the file transfer functionality within an individual application, allowing application use yet

*By 2028, a world-class Army that is a source of national pride.*

	preventing undesired inbound or outbound data transfers.
B.7	The solution should have a predefined set of ML-based Data Patterns.
B.8	The solution should have the capability to create Data Filtering Profiles
B.9	The solution should be able to identify and classify traffic based on Proximity Keywords, Confidence Levels and Basic and weighted regular expressions.
B.10	The solution should support inspection of the following file types: - Microsoft Office (.doc, .docx, .ppt, .pptx, .vdx, .vsd, .vsdx, .xls, .xlsx) - .csv - .pdf - .rtf - .txt - iWork (Keynote, Numbers, Pages) - Image files (.jpg, .jpeg, .png, .tif, .tiff) - Source Code File Types: *Cfamily—C, C++, C+, C#, Objective C *Generic *java *javascript *perl *powershell *python *r *ruby *vbs *verilog *vhd1 *x86_assembly - ZIP Files
B.11	The solution should support inspection of non-file based traffic for sensitive data.
<b>C. Network/ Traffic Activity Monitoring</b>	
C.1	The solution should include predefined tabs that provide visibility into network traffic, threat activity, blocked activity and tunnel activity.
C.2	The solution should have a network activity tab that displays an overview of traffic and user activity on your network.
C.3	The solution should have a threat activity tab that displays an overview of the threats on the network
C.4	The solution should have a blocked activity tab that focuses on traffic that was prevented from coming into the network.



*Honor. Patriotism. Duty.*

*By 2028, a world-class Army that is a source of national pride.*

C.5	The solution should have a tunnel activity tab that displays the activity of tunnel traffic that the solution inspected based on your tunnel inspection policies.
C.6	The solution should include a default set of widgets that best represent the events and trends associated with the tab. The widgets allow you to survey the data using the following filters: bytes (in and out), sessions, content (files and data), URL categories, applications, users, threats (malicious, benign, grayware, phishing), and count.
C.7	The solution should provide a real-time and historic view. Ability to choose a custom range or use the predefined time periods that range from the last 15 minutes up to the last 30 days or last 30 calendar days.
C.8	The solution should allow you to filter the activity monitoring view by either the sanctioned and unsanctioned applications in use on your network, or by the risk level of the applications in use on your network. Green indicates sanctioned applications, blue unsanctioned applications, and yellow indicates applications that have different sanctioned state across different virtual systems or device groups.
C.9	The solution should have a risk meter (1=lowest to 5=highest) that indicates the relative security risk on your network. The risk meter uses a variety of factors such as the type of applications seen on the network and the risk levels associated with the applications, the threat activity and malware as seen through the number of blocked threats, and compromised hosts or traffic to malware hosts and domains.
<b>D. Local Log Management and Reporting</b>	
D.1	The proposed solution must be fully configurable and manageable using Web-based Graphical User Interface (GUI) via standard Web Browser (https) and/or Command Line Interface (CLI) via Secure Shell (SSH) application. No additional client software must be required to configure security policies, objects, etc.
D.2	The proposed solution, if managed by a Central Management System, must be able to create, edit or remove policies that are locally created. This will allow flexibility in situations were the Central Mangement system is down/unreacheable or



*Honor. Patriotism. Duty.*



*By 2028, a world-class Army that is a source of national pride.*

	security policies are applicable only to specific virtual instances.
D.3	The proposed solution must be capable of generating local reports on a manual ad-hoc or schedule (daily, weekly, monthly, etc.) basis without the need of any additional software subscription/licenses or hardware components.
D.4	The proposed solution must log all administrative activities in both the web and the command line interface.
D.5	The proposed solution must be able to granularly assign management functions for each individual user or user group defined (RBAC).
D.6	The proposed solution must support XML API that allow other systems to manage/integrate with the solution.
D.7	The proposed solution must have a native policy optimization tool that can help effectively migrate from traditional/legacy port-protocol to application based rules. It must have usage tracking of actual application for every security policies that are utilizing port based rules.
D.8	The proposed solution must have a native policy optimization tool that can help identify unused security policies. It must not be limited to policy hit count and must have policy rule usage analysis that is based on adjustable time frame.
D.9	The proposed solution must have a native policy optimization tool that can help track and fix overly permissive security policies (allow any port/application).
D.10	The proposed solution must have tagging or labeling capability that can be attached to security policies and objects for automation and policy management optimization.
D.11	The proposed solution must have a global search functionality that allows the security admins to search for policy names and objects across your entire configuration.
<b>E. Central Log Management and reporting</b>	
E.1	The central management server shall run the same hardened operating system (OS) as the IPS/IDS/DLP/Network Traffic Analyzer solution.
E.2	The central management server shall be accessed with only the Web Console and/or the Secure Shell (SSH) Interface. No additional client software will need to be installed.
E.3	The central management server shall provide the ability to generate and deploy numerous policies to

*By 2028, a world-class Army that is a source of national pride.*

	multiple IPS/IDS/DLP/Network Traffic Analyzer solution through intuitive policy management user interface.
E.4	The central management server shall be able to append rules at the top and the bottom of the managed IPS/IDS/DLP/Network Traffic Analyzer solution. These rules shall only be editable from the management server console.
E.5	The IPS/IDS/DLP/Network Traffic Analyzer solution that are managed by the management server shall still be able to create, edit or remove policies that are locally created on the IPS/IDS/DLP/Network Traffic Analyzer solution.
E.6	The central management server shall support the creation of templates that will be used to manage the common configurations (i.e. DNS, NTP, etc.) of all the managed IPS/IDS/DLP/Network Traffic Analyzer solution.
E.7	The central management server shall support the creation of global security policies that are shared to specific or all the managed IPS/IDS/DLP/Network Traffic Analyzer solution.
E.8	The central management server shall support the ability to create global settings in a tree hierarchy, with lower-level groups inheriting the settings of higher-level groups.
E.9	The central management server shall provide shared or global objects that can also be referenced by the managed IPS/IDS/DLP/Network Traffic Analyzer solution locally.
E.10	The central management server shall allow the creation of different various device groups with the flexibility to assign various IPS/IDS/DLP/Network Traffic Analyzer solution to these groups.
E.11	The central management server shall support a centralised manner of updating the software, application, threat, antivirus and URL signature updates to all the managed IPS/IDS/DLP/Network Traffic Analyzer solution.
E.12	The central management server shall support a role-based administration by allowing granular configuration of the access rights to every Enterprises Security Platform administrator or group.
E.13	The proposed reporting management system shall be capable of allowing updating of the latest signatures update manually or automatically. Rich reports shall be generated based on application, users and threats or in any combination.



*Honor. Patriotism. Duty.*

*By 2028, a world-class Army that is a source of national pride.*


E.14	The central management server shall support report generation on the user activities (i.e. Application Usage, Traffic Summary, etc.) for a specific user based on the User ID.
E.15	The central management server shall support report generation on a manual ad-hoc or schedule (daily, weekly, monthly, etc.) basis.
E.16	The central management server shall log all administrative activities in both the web console and the command line interface.
E.17	The logs from the central management server shall allow for archiving and backup of configurations and historical logs to tapes or similar devices.
<b>Accessories</b>	
	The solution shall have three (3) years subscription
	Technical/Customer support
	The solution provider shall provide the solution's updates.
	The solution provider shall provide the sufficient for required capacity of hardware.
	The solution provider shall conduct a User's Training/ Knowledge transfer.
	Equipment Warranty for three (3) years
	Appliance Documentation
	User's Manual, printed and e-copy.
	Monitor, keyboard, and wireless mouse
	Uninterruptible Power Supply (UPS)

*By 2028, a world-class Army that is a source of national pride.*

**Prepared By:**

**Noted By:**

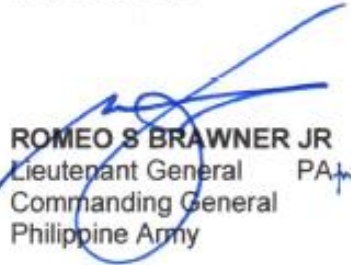
  
**MARIE ELAINE M IBAÑEZ**  
First Lieutenant (SC) PA  
Technical Officer, PACEP

  
**RODRIGO F QUINTO**  
Major SC (GSC) PA  
Chairperson, PACEP

**Recommended By:**

**Approved By:**

  
**CONSTANCIO M ESPINA II**  
Colonel SC (GSC) PA  
AC of S for C4S, G6, PA

  
**ROMEO S BRAWNER JR**  
Lieutenant General PA  
Commanding General  
Philippine Army



*Honor. Patriotism. Duty.*

## Section VIII. Checklist of Technical and Financial Documents

TAB	I. TECHNICAL COMPONENT ENVELOPE
<b>Class "A" Documents</b>	
<b>Legal Documents:</b>	
<b>A</b>	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the revised IRR of RA No. 9184 (updated 31 December 2021) and GPPB Resolution 15 - 2021 dated 14 October 2021.
<b>Technical Documents:</b>	
	Duly signed 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 <b>(Annex 1)</b> ;
<b>B</b>	<p>Note:</p> <ul style="list-style-type: none"> <li>The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.</li> </ul>
<b>C</b>	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to at least fifty percent (50%) of the ABC of the project to be bid. <b>(Annex 2)</b></p> <p>*For this project, "<b>similar contract or project</b>" shall pertain to the Procurement of "<b>Information Communication Technology (ICT) Hardware and/or Software</b>" or Procurement of "<b>Internet Service Provider</b>"</p>
<b>Financial Documents:</b>	
	The prospective bidder's computation of <b>Net Financial Contracting Capacity (NFCC) (Annex 3-A)</b> ; <u>or</u>
<b>D</b>	<p>a <b>Committed Line of Credit</b> from a Universal or Commercial Bank in lieu of its NFCC computation <b>(Annex 3-B)</b>.</p> <p>* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows.  NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.</p> <p>* The values of the domestic bidder's current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS.</p>

	<p>* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS.</p> <p>* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. <b>The amount of Committed Line of Credit must be Machine Validated.</b> The Committed Line of Credit must be effective or available on the date of the bid submission.</p>
<b>Class "B" Documents</b>	
<b>E</b>	<p>Duly signed <b>Joint Venture Agreement (JVA)</b> in case the joint venture is already in existence; <u>or</u></p> <p>In the absence of a JVA, duly <b>Notarized Statement/s from all the potential joint venture partners</b> stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; <u>or</u></p> <p>In case JVA is not applicable, the bidder must submit a duly signed <b>Statement stating that JVA is not applicable</b> in lieu of the foregoing <b>(Annex 4)</b>.</p> <p>*Note: The JVA should be specific to the project including the purpose and all supporting documents related thereto.</p>
<b>F</b>	<b>Bid security</b> in the prescribed form, amount and validity period; <u>or</u> a <b>Notarized Bid Securing Declaration (Annex 5)</b> .
<b>G</b>	<p>1. Conformity with the <b>Schedule of Requirements. (Annex 6-A)</b></p> <p>2. <b>Duly signed Conformance/Statement of Compliance</b> to Technical Bid Form <b>(Annex 6-B)</b>; Technical Specifications (TS) and other Test and Acceptance Procedure (TAP) <b>(Annex 6-C)</b>.</p>
<b>H</b>	<p><b>Certificate from Armed Forces of the Philippines Procurement Service (AFPPS)</b> that the Bidder is <b>not Blacklisted and No Overdue Delivery</b>; or</p> <p>In the absence of the said Certificate, the Bidder shall submit a proof of application of the same <i>stamped received</i> by AFPPS <b>if manually filed, or acknowledged received by the AFPPS through its official email address: <a href="mailto:afppsthree@gmail.com">afppsthree@gmail.com</a> if electronically filed.</b></p> <p>*Note: In case of Joint Venture, each JV partner shall submit the Certificate.</p>
<b>I</b>	<b>Notarized Omnibus Sworn Statement (OSS) (Annex 7)</b>
<b>J</b>	<b>Proof of Authority of the designated representative/s for purposes of the bidding</b>

	<p><b><u>For Local Bidder:</u></b></p> <p>a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR</p> <p>b. Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.</p> <p><b><u>For Foreign Bidder:</u></b></p> <p>a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND</p> <p>b. Duly Notarized authorization of the duly registered Philippine-based company representative (e.g. Secretary’s Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative (for SPA) to transact with PA/AFP including address and contact number. OR</p> <p>c. <i>In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification.</i></p> <p><b><i>Note 1: Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representatives for purposes of this bidding.</i></b></p> <p><b><i>Note 2: The Special Power of Attorney, or its equivalent document, must have a specimen signature of the bidder or its authorized representative; it must indicate in the said document the authority to transact with the Philippine Army/AFP; <u>it must indicate the authority of the bidder/authorized representative to sign the Omnibus Sworn Statement.</u></i></b></p>
<b>K</b>	Warranty Undertaking ( <b>Annex 8</b> )
<b>L</b>	Certificate of Replacement for Defective Items ( <b>Annex 9</b> ).
<b>M</b>	<p><b>Current and valid ISO (9001:2015) or AQAP Certificate</b> in the name of the manufacturer of the goods issued by an independent certifying agency.</p> <p>The validity or scope of the ISO or other certificate must cover the production, design, manufacturing, and inspection of the items subject of the bidding.</p>

<b>N</b>	Colored Manufacturer's Brochure or Literature of the product being offered. Internet downloads may be included to supplement the information contained in the original brochures
<b>O</b>	Supplier's certification that the goods to be delivered have been manufactured not more than <b>one (1) year</b> from the date of delivery.

<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<b>A</b>	Duly signed and accomplished Bid Form ( <b>Annex 10-A</b> )
	Duly signed and accomplished Financial Bid Form ( <b>Annex 10-B</b> )
<b>B</b>	Duly signed and accomplished Price Schedule(s) ( <b>Annex 11</b> )



# ***Bidding Forms***

<b>Bidding Forms</b>	<b>Annex Nr</b>
Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any.	<b>Annex 1</b>
Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at <b>least fifty percent (50%)</b> of the ABC	<b>Annex 2</b>
Certificate of Net Financial Contracting Capacity (NFCC)	<b>Annex 3-A</b>
Sample Form for Committed Line of Credit	<b>Annex 3-B</b>
Statement that JVA is not applicable	<b>Annex 4</b>
Bid Securing Declaration	<b>Annex 5</b>
Conformity with the Schedule of Requirements	<b>Annex 6-A</b>
Duly signed statement of compliance to: <ul style="list-style-type: none"> <li>• Technical Bid Form;</li> <li>• Technical Specifications (TS);and Test and Acceptance Procedure (TAP)</li> </ul>	<b>Annex 6-B</b> <b>Annex 6-C</b>
Omnibus Sworn Statement	<b>Annex 7</b>
Warranty Undertaking	<b>Annex 8</b>
Certificate of Replacement for Defective Items	<b>Annex 9</b>
Duly signed and accomplished Bid Form	<b>Annex 10-A</b>
Financial Bid Form	<b>Annex 10-B</b>
Bid Prices and applicable Price Schedules	<b>Annex 11</b>

**Annex 1**

**Bidder's Company Letterhead**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS (INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED)**

1. All On-going Government Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract
<b>TOTAL</b>						

Total Value of Contract: \_\_\_\_\_

2. All On-going Private Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract
<b>TOTAL</b>						

Total Value of Contract: \_\_\_\_\_

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**Annex 2**

**Bidder's Company Letterhead**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

**Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the ABC**

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Date of Delivery	End-User's Acceptance or Official Receipts
<b>TOTAL</b>					

**CERTIFIED CORRECT:**

\_\_\_\_\_  
 Name and Signature of Authorized Representative

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Date

**Annex 3-A**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA  
LOSS PREVENTION (DLP) EQUIPMENT  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC2 009-23  
Approved Budget Contract: PhP 1,470,000.00**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**  
*(Please show figures at how you arrived at the NFCC)*

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** \_\_\_\_\_ (P \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding.

The amount is computed as follows: **NFCC = (CA-CL) (K)-C**

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CERTIFIED CORRECT:

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Position*

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

**Annex 3-B**

**(Name of Bank)**  
**COMMITTED LINE OF CREDIT**

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

**ARMED FORCES OF THE PHILIPPINES**  
**OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE**  
**Fort Andres Bonifacio, Metro Manila**

PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INSTITUTION:	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available on the date of the submission of bid by the (Supplier/Distributor/Manufacturer) and such line of credit shall be maintained until the project is completed by the Contractor.

This certification is being issued in favor of said (Supplier/Distributor/Manufacturer) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of the OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE.

\_\_\_\_\_  
Name and Signature of Authorized Financing Institution Office

\_\_\_\_\_  
Official Designation

Concurred By:

\_\_\_\_\_  
Name & Signature of (Supplier/Distributor/Manufacturer's) Authorized Representative

\_\_\_\_\_  
Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent

Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on \_\_\_\_\_ at \_\_\_\_\_.

NOTARY PUBLIC

Doc No: \_\_\_\_\_  
Page No: \_\_\_\_\_  
Book No: \_\_\_\_\_  
Series of: \_\_\_\_\_

**Annex 4**

**(Company Letterhead)**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA  
LOSS PREVENTION (DLP) EQUIPMENT  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

This is to certify that \_\_\_\_\_ (name of bidder) \_\_\_\_\_ will be participating **without a joint venture partner** in the procurement of \_\_\_\_\_ (name of project) \_\_\_\_\_.

Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the above mentioned project.

CERTIFIED CORRECT:

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Position*

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

**Annex 5**

Name of Project: \_\_\_\_\_  
 Public Bidding Nr: \_\_\_\_\_  
 ABC: \_\_\_\_\_

**BID-SECURING DECLARATION**

REPUBLIC OF THE PHILIPPINES)  
 CITY OF .....

**BID-SECURING DECLARATION**

Invitation to Bid/Request for Expression of Interest No. 1: (Insert reference 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 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 Declarations, 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 consideration or (ii) I/We filed a waiver to avail of said right;

c) I am/were declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bids, and I/We have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We hereunto set my/our hand/s this \_\_\_\_\_ day of (Month) (Year) at (Place of Execution).

NAME OF BIDDERS AUTHORIZED REPRESENTATIVE  
 (Insert signatory's legal capacity)  
**AFFIANT**

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent



Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on \_\_\_\_\_ at \_\_\_\_\_.

NOTARY PUBLIC

Doc No: \_\_\_\_\_  
Page No: \_\_\_\_\_  
Book No: \_\_\_\_\_  
Series of: \_\_\_\_\_

## SCHEDULE OF REQUIREMENTS

### PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY

**BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

TO THE BIDDER: Indicate “**COMPLY**” If proposal meets the technical specifications and project requirements. **DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

Description	Qty/ Unit	Full Delivery within;	Delivery Place	Bidders Proposal
<p>Intrusion Detection System (IDS) / Intrusion Prevention System (IPS)</p> <ul style="list-style-type: none"> <li>- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>- 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;</li> <li>- Certificate of dealership or authorized distributor from the manufacturer of each of the products being offered.</li> <li>- Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>- Furnishing of tools required for assembly and/or and maintained the supply goods; and</li> <li>- 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> </ul>	<p>1 Lot</p>	<p>90 days from the date of NTP</p>	<p>Signal Warehouse, Army Signal Regiment, Philippine Army, Fort Bonifacio, Metro Manila, Philippines</p>	
<p>Project Sign-off</p> <ul style="list-style-type: none"> <li>- Project Documentation</li> </ul>				

**Annex 6-B****STATEMENT OF COMPLIANCE  
TO TECHNICAL BID FORM, TECHNICAL SPECIFICATIONS, and TEST AND  
ACCEPTANCE PROCEDURE**

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-reference 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 Bidders 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 provisions of ITB Clause above goods manufactured by us.

**CLARIFICATION AND SETTLEMENT OF CONFLICTING  
INTERPRETATION OF THE TECHNICAL SPECIFICATIONS**

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

---

Name of Company (in print)

---

Signature of Company Authorized Representative

---

Name and Designation

---

Date

**TECHNICAL BID FORM**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC2 009-23  
Approved Budget Contract: PhP 1,470,000.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Technical Specifications			Bidder’s Statement of Compliance						
1	<table border="1"> <thead> <tr> <th data-bbox="290 748 751 875">Description</th> <th data-bbox="751 748 919 875">Technical Specifications</th> <th data-bbox="919 748 1090 875">Test and Acceptance Procedure</th> </tr> </thead> <tbody> <tr> <td data-bbox="290 875 751 1034">Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment</td> <td data-bbox="751 875 919 1034">PA SPECS NR: ICT-16-10-2022</td> <td data-bbox="919 875 1090 1034">PA SPECS NR: ICT-16-10-2022</td> </tr> </tbody> </table>	Description	Technical Specifications	Test and Acceptance Procedure	Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment	PA SPECS NR: ICT-16-10-2022	PA SPECS NR: ICT-16-10-2022			
Description	Technical Specifications	Test and Acceptance Procedure								
Network Traffic Analyzer and Data Loss Prevention (DLP) Equipment	PA SPECS NR: ICT-16-10-2022	PA SPECS NR: ICT-16-10-2022								
2	Manufacturing Date: Manufacturing date should be not more than one (1) year from the date of delivery									
3	We have no overdue deliveries or unperformed services intended for Philippine Army (PA).									
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract is prepared and signed, thus bid is binding on us.</p>										

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

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

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**TECHNICAL BID FORM**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<b>Line No.</b>	<b>Additional Requirements to be provided by the Bidder, If awarded the contract</b>	<b>Bidder’s Statement of Compliance</b>
4	<p><b>DELIVERY:</b></p> <p><b>a. Delivery Period:</b> 90 calendar days after Receipt of Notice to Proceed by the supplier, which date shall not be later than seven (7) calendar days from the issuance of NTP: should the supplier fail to comply, the delivery period shall commence.</p> <p><b>b. Delivery Place:</b> Signal Warehouse, Army Signal Regiment, Philippine Army, Fort Bonifacio, Metro Manila, Philippines</p> <p><b>c. Delivery must be done in the presence of Philippine Army authorized representatives.</b></p>	
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

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

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

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**TECHNICAL BID FORM**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Additional Requirements to be provided by the Bidder, If awarded the contract	Bidder’s Statement of Compliance
5	<p><i>Continuation:</i>  <b>DELIVERY:</b>                      a. The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery.                      b. Deliveries made for “safekeeping” purposes ARE NOT ALLOWED                      c. Other than the delivery schedule stated above, NO PARTIAL DELIVERIES are allowed.                      d. During delivery, the Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, handling and other related expenses shall be borne by the Supplier. In the absence of material handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.</p>	
<p align="center"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items. I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

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

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

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**TECHNICAL BID FORM**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC2 009-23  
Approved Budget Contract: PhP 1,470,000.00**

**TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

<b>Line No.</b>	<b>Additional Requirements to be provided by the Bidder, If awarded the contract</b>	<b>Bidder’s Statement of Compliance</b>
6	<b>Issuance of End-User Certificate:</b> Pursuant to D4 CMILD-001-2017 dated Jan 26, 2017 issued by the Office of the Deputy Chief of Staff for Logistics, J4, the deadline for submission of End-user Certificate (EUC) requirements shall be within seven (7) Calendar Days upon receipt of Contract/Notice to Proceed (NTP). The letter request shall include as an attachment important documents necessary for the issuance thereof, such as specific template/format required by the foreign government and not by the foreign supplier. Failure on the part of the supplier to submit said requirements within the specified period shall not be used and acknowledge as a valid excuse or justification to warrant the extension of the contract.	
7	Warranty Period: Three (3) years after final acceptance which includes full replacement of defective items free of charge.	
8	b. During TIAC Inspection: b.1. For items delivered within the delivery period, we will correct defects within 30 calendar days upon receipt of written Notice from the PAPC b.2. For items delivered after the lapse of the delivery period, we will correct defects, subject to the imposition of liquidated damages.	
9	In case of rejection, we shall immediately withdraw the items from the Project/Delivery site. Any loss or damage thereto after such declaration shall be our sole responsibility	
10	Replacement of defective Items upon delivery and Testing of Items: Any defects noted during delivery shall be corrected within Thirty (30) calendar days from receipt of Notice to Replace.	
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

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

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

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**Annex 6-B**  
(Page 5 of 5)

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY**  
**BID REF NO. SIG PABAC2 009-23**  
**Approved Budget Contract: PhP 1,470,000.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Additional Requirements to be provided by the Bidder, If awarded the contract	Bidder’s Statement of Compliance
11	<p><b><u>FOR LOCAL MANUFACTURERS:</u></b></p> <p>A. All expenses relative to inspection shall be for the account of the Procuring Entity.</p> <p>B. Acceptance Tests to be conducted as per prescribed Test and Acceptance Procedures (<b>Annex 6- C</b>).</p>	
<p align="center"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

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

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

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date



## Annex 6-C

*By 2028, a world-class Army that is a source of national pride.*

**HEADQUARTERS  
PHILIPPINE ARMY  
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR  
COMMAND AND CONTROL, COMMUNICATIONS, CYBER SYSTEMS, G6  
Fort Andres Bonifacio, Metro Manila**

PA TAP NR: ICT-16-10-2022

**TEST AND ACCEPTANCE PROCEDURES FOR NETWORK TRAFFIC  
ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT**

**1. GENERAL**

**1.1 SCOPE:** The Test and Parameters and Procedures is applicable for both Post-Qualification and Product Delivery Acceptance of Network Traffic Analyzer and Data Loss Prevention Equipment.

**1.2 REFERENCE:** Technical Specification of Network Traffic Analyzer and Data Loss Prevention Equipment.

**1.3 OBJECTIVE:** To determine the completeness, functionality, license validity, and operational capabilities of the Network Traffic Analyzer and Data Loss Prevention Equipment being delivered and its compliance to standards enumerated in the bidding document.

**1.4 AUTHORITY:** The Acceptance Test Procedure (ATP) is being conducted in line with the provisions of the bidding documents.

**1.5 METHODOLOGY:** Visual inspections and Functional Tests of delivered Network Traffic Analyzer and Data Loss Prevention Equipment.

**1.6 PLOCIES AND PROCEDURES:** Test Parameters and Procedures for the procurement of Network Traffic Analyzer and Data Loss Prevention Equipment.

1.6.1 The tests shall check the completeness and functionality of delivered Network Traffic Analyzer and Data Loss Prevention Equipment.

1.6.2 The rating system that will be involved in the Acceptance Test will be passed or failed only.

1.6.3 The acceptance test shall be composed of visual inspection and functional tests on the Network Traffic Analyzer and Data Loss Prevention Equipment.

**2. TEST PARAMETERS AND PROCEDURES**

**2.1 VISUAL INSPECTION PARAMETERS AND PROCEDURES:**

**2.1.1 Overall Workmanship:**

2.1.1.1 **Equipment Needed:** None

2.1.1.2 **Purpose:** To determine the physical durability and overall workmanship of the Network Traffic Analyzer and Data Loss Prevention Equipment.

2.1.1.3 **Procedure:** Visually inspect the overall workmanship of the Network Traffic Analyzer and Data Loss Prevention Equipment.



*Honor. Patriotism. Duty.*

*By 2028, a world-class Army that is a source of national pride.*

2.1.1.4 **Standard:** There should be no dents, cracks, and other surface defects on the Network Traffic Analyzer and Data Loss Prevention Equipment. Markings and labels should be visible, clear, and readable. Equipment should conform to product specifications in the tech specs.

Item Nr	Visual Inspections Checklist	Pass	Fail
1	Network Traffic Analyzer and Data Loss Prevention Equipment		
2	User's Manual		
3	Warranty Certificate		
4	Appliance Documentation		

**2.2 COMPLETENESS:**

- 2.2.1.1 **Equipment Needed:** None
- 2.2.1.2 **Purpose:** To determine the completeness of the Network Traffic Analyzer and Data Loss Prevention Equipment and its accessories.
- 2.2.1.3 **Procedure:** Check and count if the Network Traffic Analyzer and Data Loss Prevention Equipment and its accessories are present.
- 2.2.1.4 **Standard:** The Network Traffic Analyzer and Data Loss Prevention Equipment and accessories must be 100% complete.

Item Nr	Qty	Unit	Particulars	Pass/Fail
1	1	Lot	Network Traffic Analyzer and Data Loss Prevention Equipment	
2	1	Pc	User's Manual	
3	1	Pc	Warranty Certificate	
4	1	Pc	Appliance Documentation	

**2.3 FUNCTIONAL TESTING PARAMETERS AND PROCEDURES:**

- 2.3.1 **Functionality:**
  - 2.3.1.1 **Equipment Needed:** Electric Outlet, Laptop
  - 2.3.1.2 **Purpose:** To determine if the system specifications and functionality of the Network Traffic Analyzer and Data Loss Prevention Equipment.
  - 2.3.1.3 **Procedures:**
    - 2.3.1.3.1 Plug the equipment at the outlet.
    - 2.3.1.3.2 Power on the equipment.
    - 2.3.1.3.3 Log-in to the system interface/console.
    - 2.3.1.3.4 Check the system general information.
    - 2.3.1.3.5 Perform connectivity test to system and network.
    - 2.3.1.3.6 Perform system test/operations.
    - 2.3.1.3.7 Perform equipment reboot.
    - 2.3.1.3.8 **Standard:** Equipment and software must conform to the tech specs.



*Honor. Patriotism. Duty.*

*By 2028, a world-class Army that is a source of national pride.*

Item Nr	Functional Test Checklist	Pass	Fail	
1	Equipment and software must conform to its specifications:			
	Hardware			
	Software	General and Functional Requirements		
		Deep Packet Inspection and Data Loss Prevention		
		Network/Traffic Activity Monitoring		
		Local Log Management and Reporting		
Central Log Management and Reporting				
2	Perform system reboot.			

**3. PASS/FAIL CRITERIA**

3.1 The rating will be applied for the evaluation of the delivered Network Traffic Analyzer and Data Loss Prevention Equipment shall either Pass (P) or Fail (F). Lacking requirements shall be provided. Network Traffic Analyzer and Data Loss Prevention Equipment with in-operational part/accessories or failed to pass any of the inspection and test parameters shall be corrected, repaired or replaced by supplier as per provisions of the contract.

3.2 In case one requirement is missing during the visual inspection, the Philippine Army Technical Inspection and Acceptance Committee (PA TIAC) shall decline acceptance of the Network Traffic Analyzer and Data Loss Prevention Equipment being delivered and thereafter shall inform the BAC in writing of the non-acceptance including the specific reasons for the same.

3.3 In case of failure of any item during functional tests, the supplier shall be given fifteen (15) calendar days for the correction of defects/replacement of defective repair parts. This however does not relieve the supplier of the required period of completion of the project as contained in the schedule of requirements.

3.4 The warranty period shall only take effect upon final acceptance by PA TIAC.

3.5 Failure to comply on this procedure shall entitle the PROCURING ENTITY to reject the whole quantity during the Final Acceptance by PA TIAC.

**4. RESPONSIBILITIES:** The PA TIAC shall be responsible for the conduct of the Final Acceptance Test and Evaluation.




*Honor. Patriotism. Duty.*

*By 2028, a world-class Army that is a source of national pride.*

**Prepared By:**


**Noted By:**

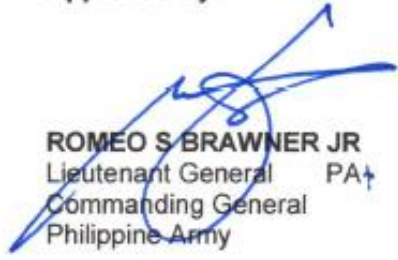
  
**MARIE ELAINE M. IBAÑEZ**  
First Lieutenant (SC) PA  
Technical Officer, PACEP

  
**RODRIGO F. QUINTO**  
Major SC (GSC) PA  
Chairperson, PACEP

**Recommended By:**

**Approved By:**

  
**CONSTANCIO M. ESPINA II**  
Colonel SC (GSC) PA  
AC of S for C4S, G6, PA

  
**ROMEO S. BRAWNER JR.**  
Lieutenant General PA†  
Commanding General  
Philippine Army



*Honor. Patriotism. Duty.*

## 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:

**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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge 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) Inquire or secure 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 \_\_\_\_\_ at \_\_\_\_\_, Philippines, by the affiant/s himself/herself/themselves whom I was able to personally identify through his/her/their [insert type of valid government identification card used], which he/she/they has/have presented to me.

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: \_\_\_\_\_

(Bidder’s Company Letterhead)

**WARRANTY UNDERTAKING**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA  
LOSS PREVENTION (DLP) EQUIPMENT  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

I/We, (Name), (Title/Capacity), the duly authorized representative of (Company/Bidder), hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for at least two (2) years from date of final acceptance.

This Undertaking shall form part of the Technical Requirements for the aforesaid procurement project

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

\_\_\_\_\_  
Name & Designation

\_\_\_\_\_  
Date





Annex 10-A

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

**BID FORM**

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

Project Identification No.: \_\_\_\_\_

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

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

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

Name and address of agent	Amount	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 pursuant to the PBDs.

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

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

Name: \_\_\_\_\_ Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_ Duly authorized

to sign the Bid for and behalf of: \_\_\_\_\_ Date: \_\_\_\_\_

**Annex 10-B**

**(Bidder’s Company Letterhead)**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY  
 BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

**Financial Bid Form**

Description	Qty	ABC Price	Bidder’s Proposal
		Total Price	Total Price
Intrusion Detection System (IDS) / Intrusion Prevention System (IPS)	1 Lot	1,470,000.00	
<b>TOTAL BID PRICE</b>			
<b>Total Bid Price (Amount in Words):</b>			
<b>BIDDER’S UNDERTAKING</b>			
I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.			

Note: If the particular column is not applicable indicate **N/A**.

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

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

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

\_\_\_\_\_  
 Date

**(Bidder's Company Letterhead)**

**PROCUREMENT OF ONE (1) LOT NETWORK TRAFFIC ANALYZER AND DATA LOSS PREVENTION (DLP) EQUIPMENT FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC2 009-23**

**Approved Budget Contract: PhP 1,470,000.00**

**Price Schedule(s)  
For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>1</sup> Number \_\_\_\_\_, Page \_\_\_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	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 at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price -(if DAP col 4X7) -(If DDP col 4X8)

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

\_\_\_\_\_  
*[signature]*

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

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

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.



