PHILIPPINE BIDDING DOCUMENTS

Procurement of
ICT Infrastructure for the Enhancement of the Network and Cybersecurity of the Practical Operation and Implementation of the Apostille Convention Systems

Approved Budget for the Contract:

Twenty Seven Million Pesos
(PhP 27,000,000.00) only

PB-GS-13-2024

Sixth Edition
July 2020

Preface

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

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

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

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

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

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

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract,

Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

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

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

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – 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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 Revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR
ICT Infrastructure for the Enhancement of the Network and Cybersecurity of the Practical Operation and Implementation of the Apostille Convention Systems

1. The Department of Foreign Affairs (DFA), through the FY 2024 General Appropriations Act, intends to apply the sum of Twenty Seven Million Pesos (PhP 27,000,000.00) only being the ABC to payments under the contract for the **Procurement of ICT Infrastructure for the Enhancement of the Network and Cybersecurity of the Practical Operation and Implementation of the Apostille Convention Systems**, with project number PB-GS-13-2024. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The DFA now invites bids for the above Procurement Project. Delivery of the Goods is required thirty (30) working days from the receipt of the Notice to Proceed (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.

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

4. Prospective Bidders may obtain further information from DFA and inspect the Bidding Documents at the address given below from Mondays to Fridays, 8:00 A.M. to 5:00 P.M.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 09 October 2024, Wednesday, from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP 25,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email at bac.secretariat@dfa.gov.ph.

6.   The DFA-BAC has scheduled the following activities for the said Project:

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
16 October 2024, Wednesday, 1:30 P.M.	30 October 2024, Wednesday, 9:00 A.M.	30 October 2024, Wednesday, 10:00 A.M.	05 November 2024, Tuesday, 1:30 P.M.
Venue: All Procurement Activities, except for the submission of bids shall be conducted through Online Video Conference.			

The DFA will hold a Pre-Bid Conference on 16 October 2024, Wednesday, 1:30 P.M. through video conferencing which shall be open to prospective bidders.

7.   Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 30 October 2024, Wednesday, 9:00 A.M. Late bids shall not be accepted.

8.   All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9.   Bid opening shall be on 30 October 2024, Wednesday, 10:00 A.M. via online video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10.   The DFA 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:

DFA-BAC Secretariat
Department of Foreign Affairs 12th Floor
DFA Main Building
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 8834-4060 or 8834-4823
Email address: bac.secretariat@dfa.gov.ph

12.   You may visit the following websites for downloading of Bidding Documents: *https://dfa.gov.ph/transparency-dfa/procurements*.

08 October 2024, Pasay City

ADELIO ANGELIO S. CRUZ
Assistant Secretary and
OCA-BAC Chairperson

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Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Department of Foreign Affairs (DFA) wishes to receive Bids for the **Procurement of ICT Infrastructure for the Enhancement of the Network and Cybersecurity of the Practical Operation and Implementation of the Apostille Convention Systems** with identification number PB-GS-13-2024.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2024 General Appropriations Act in the amount of Twenty Seven Million Pesos (PhP 27,000,000.00) Only.

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

7.1. The 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 through online video conference as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

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

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

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

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

iv. The price of other (incidental) services, if any, listed in the **BDS.**

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 the **BDS.**

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[1] 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 for one hundred twenty (120) calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. 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 Entity's 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 14 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as follows:

Option 1 – 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be ICT equipment and tools necessary to enhance the network and cybersecurity infrastructure completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	*N/A*
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than PhP 540,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 1,350,000.00, if bid security is in Surety Bond.
19.3	*N/A*
20.1	*As stated in the Technical Specifications*
21.2	*As stated in the Technical Specifications*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (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.

7. No Employer-Employee Relationship

This Contract does not establish any employer-employee relationship between the Procuring Entity, the Supplier, being an independent supplier, and the latter's employees, agents, representatives, or subcontractors.

8. Indemnity

The Supplier shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Supplier and/or of its employees, agents, representatives, or sub-contractor.

9. Confidentiality

Except as required by law or pursuant to prior written consent, the Supplier agrees to keep confidential and not disclose any information or document of the Procuring Entity or which the Procuring Entity designated the information as confidential. The Supplier shall take all reasonable steps to ensure its

employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.

10. Force Majeure

The Procuring Entity and the Supplier shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, government regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligations of the Procuring Entity and the Supplier insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.

11. Data Privacy Act

The Supplier and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Supplier and its personnel shall be responsible for the destruction of all the data secured from the Procuring Entity after the termination of this Contract.

12. Assignees and Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Supplier shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.

13. Third Party Contracts

Any other contract or agreement entered into by the Supplier and a third party for the implementation of this Contract, shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.

14. Waiver of Rights

No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made

in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

15. Dispute Resolution and Venue of Action

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

16. Amendment

Any amendment of the Contract shall be mutually agreed upon by the Parties in writing.

Should the Procuring Entity require, amendments to the Contract shall be subject to a written agreement of the Parties and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

17. Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

18. Governing Law

The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines.

19. Entire Agreement

Both Parties acknowledge that this Contract and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

    a. Information that complements provisions of the GCC must be incorporated.

    b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –**

For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

The delivery terms applicable to this Contract are delivered *in the Philippines*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity's Representative at the Project Site is OCA.

Incidental Services –

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

Select appropriate requirements and delete the rest.

    a.   performance or supervision of on-site assembly and/or start-up of the supplied Goods;
    b.   furnishing of tools required for assembly and/or maintenance of the supplied Goods; |

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

f. *As stated in the Technical Specifications.*

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.

Spare Parts –

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

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

2. in the event of termination of production of the spare parts:

    i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

    ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

		The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period agreed by the parties.
		Spare parts or components shall be supplied as promptly as possible, as agreed by the parties.
		Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications

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

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

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

Intellectual Property Rights –

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.	
	Regular and Recurring Services – The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.	
2.2	The terms of payment are stated in the Technical Specifications.	
4	The inspections and tests that will be conducted are stated in the Technical Specifications and as agreed by the parties.	

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

		33		

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured.   Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated.   The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes

shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Procurement of ICT Infrastructure for the Enhancement of the Network and Cybersecurity of the Practical Operation and Implementation of the Apostille Convention Systems

Approved Budget of Contract: PhP 27,000,000.00

I	**Background**
	The Department of Foreign Affairs (DFA) aims to enhance the ICT infrastructure being used for the Apostille systems and issuances through the procurement of the network and cybersecurity equipment/tools for the practical operation and implementation of the Apostille Convention. Cybersecurity is a critical, border-level issue and the instances of cybersecurity breaches are rising and are getting increasingly sophisticated. Enhancement of ICT infrastructures is vital in protecting the internet-connected systems such as hardware, software and sensitive data from cyber threats. Having up-to-date tools and equipment ensure that security patches will be provided by the manufacturers. This project aims to increase the capability of the DFA in securing the public's documents and efficiency in servicing a larger volume of the general public applying for the authentication of their public documents and to protect the public's data as the recent significant cyber incidents include multiple government institutions locally and globally. Toward this end, the DFA shall procure ICT equipment and peripherals for the enhancement of network and cybersecurity for the practical operation and implementation of the Apostille Convention that would cater to the requirement of the task and the system for the efficiency and continuity of efficient service being provided to the general public. This initiative is in line with Executive Order No. 170 of 2022 and during the 2023 Statement of the Nation Address of President Ferdinand Marcos, the latter stated that "Government must embrace digitalization to provide better service to the people, through its vital frontline services and its-back end functions". Finally, digitalization was one of the six-cutting strategies under the Philippine Development Plan 2023-2028 that will serve as catalysts for economic, social, institutional and environmental transformation. In particular, Digital transformation of government will result in more efficient and faster service delivery, more transparency, and fewer opportunities for corruption at various levels. It can also help the government build robust

		data systems that will create better programs, such as targeted social protection and more efficient employment-opportunity linking systems.	
II	**Objective**		
	The DFA-Office of Consular Affairs (OCA) shall procure ICT infrastructure for the enhancement of the network and cybersecurity of the practical operation and implementation of the Apostille Convention System to cater efficiently and continuously the needs for the application, processing and issuance of Apostille certificates through a secure and compliant foundation for hosting government workloads. The project's implementation would ensure that the systems and networks being used in the authentication processing of the Philippine public documents for use abroad, especially of Filipinos working overseas and emigrating are secured from cyber-attacks. Having up-to-date tools and equipment ensure that security patches will be provided by the manufacturers.		
III	**Scope of Work**		**Statement of Compliance**
	The contractor shall supply, deliver to DFA-ASEANA and to various Consular Offices with Authentication Services in Luzon, Visayas and Mindanao, and configure the ICT equipment and tools necessary to enhance the network and cybersecurity infrastructure of the DFA for the practical operation and implementation of the Apostille Convention.		
IV	**Technical Specification**		
	Item	**Specifications**	
	Network Firewall	Fifteen (**15**) units of Next-Gen Firewall ● Must have 2 x 1 Gigabit Ethernet SFP ports for WAN uplink; ● Must have 1 x 1 Gigabit Ethernet port for WAN uplink ; ● Must have 8 x 1 Gigabit Ethernet RJ45 LAN ports; ● Must have 1 x 1 Gigabit Ethernet port with PoE+ capabilities dedicated for the WAN uplinks; ● Must support at least 1 Gbps stateful firewall throughput; ● Must support at least 1 Gbps Maximum site-to-site VPN Throughput; ● Must support up to 200 concurrent site-to-site VPN tunnels; ● Must include Layer 3 and Layer 7 stateful firewall;	

		- Must support WAN link balancing and automatic WAN failover; - Must include SD-WAN capabilities; - Must support content filtering and advanced malware protection; - Must support IDS/IPS protection ; - Must support Active Directory integration; - Must support custom traffic shaping ; - Must provide network-wide visibility and control via Cloud-based Dashboard; - Must include historical client usage statistics and Netflow support; - Must include remote packet capture tools and Syslog integration; - Must support operating temperature range of 0°C to 40°C; - Must provide 8x5NBD technical support; - Must include a license for 3 years.	
	Wireless Access Point	Sixteen (**16**) units of Access Point - Supports Wi-Fi 6E standard for enhanced performance; - Tri-band operation with 2.4 GHz, 5 GHz, and 6 GHz radios; - Includes multi-user , multi input, multi output (MU-MIMO) support for increased capacity and efficiency; - Provides a tri-radio aggregate frame rate of at least 3.7 Gbps; - Equipped with 2.5 Gbps mGig Ethernet port for high-speed connectivity; - Support for 2.4 GHz Bluetooth Low Energy (BLE) radio with Beacon and BLE scanning for Concurrent operation of all five radios; - Supported PoE: 802.3at or above; - Includes Layer 7 traffic shaping; - Provides full-time Wi-Fi ;location tracking for improved security - Incorporates real-time WIDS/WIPS with alerting and automatic rogue AP containment; - Allows for network-wide visibility and control via Cloud-based Dashboard;	

		• Supports cloud-based automatic RF optimization and seamless firmware updates; • Includes support for 802.1X and Active Directory integration; • Complies with RoHS standards for environmental safety; • Operates within a temperature range of 0°C to 50°C; • Must provide 8x5NBD technical support; • Must include a license for 3 years.	
	Network Switch	**48-Port POE** Two (**2**) units of Access Switch • Must have at least 48 x 10/100/1000 Must include 4 x 10 Gigabit Ethernet SFP uplink ports; • Must support PoE+ (IEEE 802.3at) with a power budget of at least 740W; • Must have a forwarding rate of at least 75 Mbps; • Must support at least 16,000 media access control (MAC) addresses; • Must have a switching capacity of at least 100 Gbps; • Must support up to 990 static routes; • Must support IPv4, IPv6, CIDR, RIP v2, and PBR routing; • Must support advanced security features such as 802.1X, DHCP snooping, and dynamic ARP inspection; • Must include Access Control Lists (ACLs) for both IPv4 and IPv6 ; • Must support encrypted communications (SSH, SSL) for management access; • Must include a CLI, and SNMP support for management; • Must support remote monitoring and troubleshooting; • Must support stacking with up to 8 switches in a stack; • Must include at least one (1) fan for cooling; • Must operate within the temperature range of -5°C to 50°C;	

		- Must include a warranty of at least 5 years; - Must provide 8x5NBD technical support; - Must include a warranty of at least 3 years PoE+ ports. **24-Port POE** Fourteen (**14**) units of Access Switch - Must have at least 24 x 10/100/1000 PoE+ ports; - Must include 4 x 10 Gigabit Ethernet SFP uplink ports; - Must support PoE+ (IEEE 802.3at) with a power budget of at least 370W; - Must have a forwarding rate of at least 40 Mbps; - Must support at least 16,000 MAC addresses; - Must have a switching capacity of at least 55 Gbps; - Must support up to 990 static routes; - Must support IPv4, IPv6, CIDR, RIP v2, and PBR routing; - Must support advanced security features such as 802.1X, DHCP snooping, and dynamic ARP inspection; - Must include access control lists (ACLs) for both IPv4 and IPv6 ; - Must support encrypted communications (SSH, SSL) for management access - Must include a CLI, and SNMP support for management; - Must support remote monitoring and troubleshooting; - Must support stacking with up to 8 switches in a stack; - Must include at least one (1) fan for cooling; - Must operate within the temperature range of -5°C to 50°C; - Must include a warranty of at least 5 years; - Must provide 8x5NBD technical support;	

		● Must include a warranty of at least 3 years.	
	Endpoint Detection and Response (Security)	Two hundred (**200**) endpoints security **A.** **General** ● The solution uses a blend of advanced threat protection techniques to eliminate security gaps across any user activity and any endpoint that constantly learns, adapts, and automatically shares threat intelligence across your environment. ● The solution has the capability to automatically detect and respond to the ever-growing variety of threats, including fileless attacks and ransomware. ● The solution should be cloud-managed and must support a hybrid deployment approach that is able to merge on-premise. ● The solution combines machine learning with other advanced detection techniques for the broadest protection against multiple threat sources may it be known or unknown. ● The solution has the ability to clean infected files, perform rollback and even recover lost files if necessary. ● The solution is able to provide off-premises compliance and protection which enables employees to work outside the corporate network and still be covered by the company security solution. ● The security vendor is open to customizing their security offering to tailor fit the needs of the customer. Also, it must allow co-existence with 3rd party security solutions that could also exist within the company environment. ● The solution provides a flexible choice of security agent deployment. It must be able to support mass deployment through the network and	

		remote offices. It must also support uninstallation of 3rd party security agents. B. **Anti-Virus** ● Exploit Prevention (host firewall, exploit protection). ● Command and Control (C&C) protection. ● The MAC security solution is able to provide more than the regular antimalware protection. It should also include capabilities such as device control, machine learning. C. **Vulnerability Protection** ● The solution is able to stop new or emerging threats that could potentially compromise your security regardless of the platform. ● The solution is able to perform virtual patching for vulnerable operating systems. ● The vulnerability protection solution is integrated on a single security agent. D. **Application Control** ● The solution provides a capable allow or deny functionality that is able to manage known and unknown applications, file types, and executables. ● The solution is able to provide a reliable file reputation source to allow cross checking of known good files. This source must be constantly kept up- to-date with the latest known good file listing. Provide methods on how your application control solution accepts whitelisting and blacklisting entries.	
	Systems Vulnerability Assessment and Penetration Testing	**System Architecture** ● The proposed solution must be offered as a Software Product and shall be able to run on a general x86 platform.	

		- The proposed solution must be able to operate 100% on-premise or Software as a Service. - The proposed solution must provide an unified system architecture and management user interface to do both real attack testing(penetration testing) and simulated attack testing(adversary cyber emulation). - The proposed solution must support a fully automated process that can mimic a real hacker's behavior to scan/discover the targets' attack surface exposures, system vulnerabilities, and then auto-exploit the system vulnerabilities to validate the real risk of the targets. - The proposed solution must support a scalable architecture to do large scale network/system scan & asset profiling, vulnerability discovery & knowledge base mining, vulnerability auto-exploitation, post exploitation and risk prioritization/reporting. - The proposed solution must support at least 4-tier of stealth level control for penetration testing tasks, including: Stealthy mode, Intermediate mode, Normal mode and Noisy mode. **Installation** - The proposed solution must be able to run on general x86 platform and shall support 64-bit operating systems. - The proposed solution shall be able to be deployed on bare metal servers or in virtual environments. - The proposed solution shall be able to be deployed in popular Cloud platforms. - The proposed solution shall include 200 ip addresses and 5 web servers licenses. - The Bidder should provide a server if needed without additional cost to the DFA.	

		Performance
		 ● The proposed solution shall be able to utilize the symmetric multiprocessing capability of the x86 server platform to scale up the performance of a standalone server.
		 ● The proposed solution must be able to run multiple software bot instances on one server and each bot instance can run its own testing tasks to improve overall system performance.
		 ● The proposed solution shall support at least 100 concurrent bot instances on one server if the server hardware configuration allows. The number of bot instances supported shall be based on the server's computation resources.
		
		 Penetration Testing Coverage
		 ● The proposed solution must support plugin architecture for vulnerability discovery and exploit, and the plugin knowledge base shall be 100% on-premise and can be upgraded offline in an environment where Internet access is not available.
		 ● The proposed solution must support broader IT environment, supported target platform must include Server Hosts, Web Servers, Web Content Management Systems, Application Servers, Database Management Systems, Network Equipment, IoT Equipment, etc.
		 ● The proposed solution must have a vulnerability/exploit plugin knowledge base with more than 36,000 plugins:
		    a. Each plugin shall include CVSS score, CVSS vector, CVE number information if available
		    b. Each plugin shall have a vulnerability severity level & an exploitation risk control level associated with it.	

		c. Plugin severity level shall have High, Medium, Low and Informational ● The proposed solution shall support user developed vulnerability/exploit plugins. ● The proposed solution must support user intervention mode and have attack logs for high impact penetration testing attacks. ● The proposed solution shall support free asset and attack surface discovery capability without consuming any license. Users can use it to discover IT infrastructure and identify critical assets and server open-port attack surfaces & website URL attack surfaces. ● The proposed solution must support pre-defined templates for following penetration testing use cases, e.g. Website Penetration, Intranet Penetration, Host Penetration, Ransomware Penetration, Weak password brute force and etc, simplify pentest operation for system administrators. ● The proposed solution must support both internal attack pentest scenario(e.g. host/application servers on Intranet) and external attack pentest scenario (e.g. Cloud hosted websites, CDN and etc). ● The proposed solution must support Ransomware penetration testing use case, can simulate popular ransomware intrusion techniques to exploit and validate target systems' risks for potential ransomware attacks. ● The proposed solution shall support Host Scan type and Web Scan type and allow system administrator to configure networking parameters(e.g. port range, scan method) and crawler parameters(e.g.crawler mode, depth of URL, 404 page policy, Suffix filter,	

		URL filter, URL white list) for scan jobs.	
		● The proposed solution shall support website's authenticated penetration testing. For non-standard website, the proposed solution shall provide a website login sequence recorder utility which can be used for non-standard website automatic login during a testing task.	
		● The proposed solution shall support Web Scan for both static web pages and dynamic web pages for vulnerability discovery and risk validation.	
		● The proposed solution shall support an intelligent mode for Web Scan. The system shall select dynamic web page crawlering or static web page crawlering automatically based on the web framework used by the target website.	
		● The proposed solution shall support webpage password bypass technology and shall be able to discover attack surfaces of password protected websites.	
		● The proposed solution shall be able to allow system administrators to configure proxy mode for smart crawling.	
		● The proposed solution shall support vulnerability/exploit plugin search capability on its web user interface.	
		● The proposed solution shall support integration with 3rd party VA scanner and have dedicated task template to validate the scanning results of a VA scanner, e.g. Tenable Nessus Pro, Rapid7 Nexpose.	
		● The proposed solution must support brute-force attack on services including but not limited to DB2, FTP, Microsoft SQL Server, MySQL, PostgreSQL, RDP, Redis, Microsoft SMB, SNMP, SSH, Telnet, Web User Login, VNC, InfluxDb, Vmware ESXi, Weblogic, Drupal, Joomla, Apache	

| | | CouchDB, Apache Tomcat, Apache ActiveMQ, Apache Axis2, RabbitMQ, SonarQube and etc.

Vulnerability Exploitation
● The proposed solution must support automatic vulnerability exploitation and shall be able to show the real-time exploit progress on its web user interface.
● The proposed solution shall allow the system administrator to configure exploitation based on OS type, vulnerability severity levels, exploitation risk control levels and user defined keywords.
● The proposed solution must allow the system administrator to disable the auto-exploit functionality to provide more flexibility on risk control.
● The proposed solution shall support running individual exploit plugins based on system administrator's configuration on the web user interface.
● The proposed solution must be able to show the target environment's attack topology with at least 5 layers of information during the exploitation, including but not limited to the target machine's IP, service, attack surface, vulnerability and business risk.
● The proposed solution must be able to show the whole kill chain information of an exploited vulnerability.
● The proposed solution must support reverse shell setup to validate exploitation of RCE vulnerability.
● The proposed solution must support deploying of persistent listeners on a designated node to allow exploited hosts to connect back and validate data exfiltration.
● The proposed solution must be able to provide proof of a successful exploitation, including but not limited to database snapshots, web console | |

| | | outputs, filesystem directories, credentials.
● The proposed solution must be able to provide one-click validation to re-validate the vulnerability and the fix.
● The proposed solution must be able to provide one-click attack trace cleanup functionality.

Post-Exploitation Lateral Movement
● The proposed solution must support lateral movement of post-exploitation and can use a compromised asset as a pivot to discover and exploit additional assets on adjacent networks.

Business Risk Prioritization
● The proposed solution must be able to calculate the target system's risk based on the impact of exploited vulnerability and kill chain information.
● The proposed solution must be able to calculate the target system's overall health score based on the number of found attack surfaces, the numbers and severities of vulnerabilities and risks, as well as the conversion rate of attack surfaces to vulnerabilities & vulnerabilities to risks.

Adversary Cyber Emulation
● The proposed solution shall provide a software agent that can be installed on assessment targets and simulate real-world cyber-attacks without any real harm or impact for the customer IT environment.
● The proposed solution shall support both commonly used operating system platforms to install simulated attack agents.
● The proposed solution shall support a separated assessment testing script that can be executed independently on the assessment test agent. | |

		• The proposed solution shall provide a block rate measurement for all assessment testing scripts executed. • The proposed solution must support MITRE ATT&CK framework when using simulated attacks to assess the target systems' security controls. **Vulnerability Management** • The proposed solution must have a dedicated task template to identify and document the target machines' attack surface exposure. • The proposed solution must support risk-based vulnerability prioritization, provide a simple risk table of high priority risk that the user needs to mitigate ASAP. • The proposed solution must provide detailed information for every vulnerability discovered, including but not limited to vulnerability's type, severity, CVSS(Common Vulnerability Scoring System) score, CVSS vector, description, solution, reference link as well as the vulnerable target machine, attack surface and attack path for this vulnerability. The solution also need to provide a vulnerability validation tool which help user to re-validate the vulnerability after software patching. • The proposed solution must provide detailed information for every risk it validates, including but not limited to risk type, compromised target machine and its OS version, compromised attack surface, attack path, user privilege and shell type the hacker may get. • The proposed solution must provide a test report that includes risk kill chain information that the user can use for mitigation. • The proposed solution must provide historical and trending reports for target machines' health score, total # of risk, total # of vulnerabilities, total	

| | | | # of attack surface and risk list of very previous tests.
• The proposed solution must provide comparison reports to evaluate the security posture changes of target machines overtime, e.g. health score changes, difference of business risk, vulnerability and attack surface exposure of two security validation tests.
Assets Management
• The proposed solution shall have a centralized database to manage IT assets for security validation. The managed assets shall include hosts with OS version info, server open ports & active application info, websites & application info, domain names & IP addresses as well as the assessment testing agent status.
Licensing
• The proposed solution must support the subscription licensing model, and user can run an unlimited number of penetration testing during the license period.
• The proposed solution must support license migration when the underlying server platform is changed.
• The proposed solution must support licenses based on the quantity of target systems.
API
• The proposed solution shall offer RESTful API for 3rd party system integration.
• The proposed solution shall support Token-based authentication for API.
Administration
• The proposed solution must offer a local administrative console for secure system setup, e.g. password reset, system process restart, server shutdown/reboot etc.
• The proposed solution must include web-based management user interface over encrypted traffic. It must not be accessed in clear-text. | |

	• The proposed solution shall support two-factor authentication(2FA) for web user login. • The proposed solution shall support SSL cert. management, users can upload its own SSL cert. or generate its own self-signed SSL cert. for WebUI. • The proposed solution shall support online updates for system and vulnerability/exploit knowledge base when Internet access is available. • The proposed solution must be able to update the system and vulnerability/exploit knowledge base in an environment where no Internet access is available. • The proposed solution must support role-based access control for system operators to perform different tasks, e.g. create new pentest tasks, backup system/database, review system logs, etc. • The proposed solution shall support manual and automatic backup for penetration testing task configurations and system databases/logs. • The proposed solution shall support system database migration between different servers. • The proposed solution shall allow the system administrator to configure notification for penetration testing tasks, e.g. email and syslog. • The proposed solution shall be able to send CEF compliant syslog to integrate with SIEMs or other centralized management platforms. • The proposed solution must be able to integrate with popular DevSecOps platform, Jira Cloud, Jira Data Center, ServiceNow and GitLab, for security issue and bug tracking. • The proposed solution shall support GDPR and worldwide data privacy compliance. **Report and Data Export**	

		- The proposed solution must provide a built-in report for penetration testing results. - The proposed solution must provide standard reports and support customized report functionality for different users, e.g. executive, IT operator, SOC operator, etc. - The proposed solution must provide standard reports that prioritize business risks over vulnerabilities. - The proposed solution must provide standard report for vulnerabilities, risks with kill chain details and overall system health score information. - The proposed solution shall provide a standard report for asset profiling results, including system fingerprints. - The proposed solution shall provide an Attack Surface Report template to report all public exposed attack surfaces of target systems. - The proposed solution shall provide OWASP Top-10:2017 and OWASP Top-10:2021 Compliance Report templates for web penetration testing tasks. - The proposed solution must support multiple report formats, including but not limited to PDF, HTML, CSV. - The proposed solution shall provide multi-language support for the reports, e.g. English, Italian, Spanish and Korean. - The proposed solution must allow a customer to add its company logo on the front page of the pentest reports. - The proposed solution must be able to support an administrator to encrypt the penetration testing report before downloading it to protect the sensitive user data in the report.	
	Honeypot Security Mechanism	One (1) unit. The management server of the solution should run on a cloud based platform.	

		- The solution should provide a lightweight and reliable communication mechanism to the Console. - The solution should create mechanisms to ensure reliability and security, such as preventing data exfiltration. - The solution should be all communication between the sensor and console is encrypted and authenticated - The Solution events should include but not be limited to:<ol type="A"> - Source IP address - Source port - Destination IP address - Destination port - Reverse lookup of the host - Description of the event - Additional information (protocol-specific) - The solution events should be correlated with the incidents and alerts on the console. - Must have a Full Technical Support over 12 month subscription	
	Remote Access Software Subscription	One (**1**) lot **A. Auditability** - Remote Access/Support; - Outgoing and Incoming Connection Reporting; - Enforced Session Recording; - Customized Policies; - Customized Installer. **B. Security** - Encryption 2048 RSA private/public key exchange - AES (256 bit) - Access Protection - Trusted Device Management - Enforced Password Reset - Unattended Access - Wake-on-LAN - Two Factor Authentication	

		C. Scalability
		 ● Mass Deployment
		 ● Silent roll-out
		
		D. Productivity
		 ● Account Provisioning
		 ● One-click Remote Script Execution
		 ● Custom Device Information
		 ● Collaboration (virtual meeting up to 10 participants)
		
		E. Manageability
		 ● Licensed users (10)
		 ● Concurrent Connectivity (3 channels)
		 ● Management Console
		 ● Manage up to 500 devices
		 ● User Management
		 ● International Language
		 ● Support for mobile device
		 ● Commonly used operating systems
		
		F. Device Grouping
		 ● Manage Group
		  A. Add
		  B. Edit
		  C. Share
		  D. Delete	

	Overhead Scanning Equipment	Thirteen (**13**) units
		 ● Must have overhead and simplex scanner type
		 ● Must have Scanning Color Mode: Color, Grayscale, Monochrome, Automatic (Color / Grayscale / Monochrome detection)
		 ● Must have at least one (1) Image Sensor: Lens reduction optics / Color CCD
		 ● Must have an Optical Resolution of:
		  A. 285 to 218 dpi (Horizontal scanning)
		  B. 283 to 152 dpi (Vertical scanning)
		 ● Document Size:	

		A. Maximum must be 432 x 300 mm (17.0 x 11.8 in.)
		B. Minimum must be 25.4 x 25.4 mm (1 x 1 in.)
		● Must have at least USB2.0 / USB1.1 (Connector Type: Type-B)
		● Must have AC Power Requirements of 100 up to 240 V, 50/60 Hz
		● Power Consumption
		  A. Operating Mode: 20 W or less
		  B. Sleep Mode: 2.6 W or less
		  C. Auto Standby (Off) Mode: 0.4 W or less
		● Operating Environment
		  A. Temperature: 5 to 35 °C (41 to 95 °F)
		  B. Relative Humidity: 20 to 80% (Non-condensing)
		● Must have ScanSnap specific driver
		● Image Processing Functions
		  A. Deskew by text on document
		  B. Automatic size detection
		  C. Automatic rotation
		  D. Automatic color detection
		  E. Book image correction
		  F. Multiple document detection	

	Desktop Computers	Thirty (**30**) units ● Must have at least 23.8" Full HD Borderless IPS Display (Non-Touch) ● Must have the at least 13th generation Processor (at least up to 4.8 GHz, 20MB smart cache) ● Must have at least 2 x 8GB DDR4 3200MHz (Upgradeable up to 32 GB of DDR4 3200 MHz) ● Must support up to 512GB PCIe SSD ● Must have latest compatible graphics card ● Must be integrated with WiFi 6E & Bluetooth ● Must support wireless keyboard & mouse ● Must have a built-in stereo speakers ● Must have dimensions of at least 540.4 (W) x 37.3 (D) x 405.24 (H) mm ● Must support Front/Side I/O connectors	

		A. Card reader: N
		B. At least 1 USB 2.0 Type-A port(s)
		● Must support Rear I/O connectors
		    A. At least 2 (in/out) HDMI port(s)
		    B. At least 1 LAN port(s)
		    C. At least 1 Audio jack(s)
		    D. At least 1 - Thunderbolt 4 USB Type-C port(s):
		    E. At least 3 USB 3.2 Gen2 Type A port(s)
		    F. At least 1 USB 3.2 Gen2 Type C port(s)	

	Laptop	Fifteen (**15**) units ● Must support the latest user-friendly, widely-used operating system. ● Must have 13th Generation processor (at least up to 5.2GHz, 30MB smart cache) with integrated SoC. ● Must have memory up to 16 GB DDR4-3200 MHz RAM ● Internal Storage up to 512 GB PCIe Gen4 NVMe M.2 SSD ● Must be with a display of at least 14" diagonal, FHD (1920 x 1080) ● Must be touchscreen ● Brightness up to 250 nits ● Must be Flicker-free ● Must have cloud service of up to 25 GB Dropbox storage for 12 months ● Battery type: 3-cell, 43 Wh Li-ion polymer ● Must have a battery life of up to 9 hours or longer ● Must supports battery fast charge: approximately 50% in 30 minutes or better ● Must have at least Wi-Fi 6 and Bluetooth® 5.3 wireless card (supporting gigabit data rate) ● Must support full-size with backlit keyboard ● Must have a Wide Vision 720p HD camera ● Must have Dual speakers and Audio Boost	

		● Must have an Imagepad with multi-touch gesture support
		● At least 1 microSD media card reader expansion slot
		● Ports
		  A. At least 1 USB Type-C with 10Gbps signaling rate
		  B. At least 2 USB Type-A with 5Gbps signaling rate
		  C. At least 1 HDMI 2.1
		  D. 1 AC smart pin
		  E. 1 headphone/microphone combo
		● Must have power supply type of 65 W Smart AC power adapter
		● Must support Trusted Platform Module (Firmware TPM)	

	Tablet	Twenty seven (**27**) units ● Must have at least 11-inch display ● Must have at least 128GB capacity ● Must have LED-backlit Multi-Touch display with IPS technology ● Must have 2360x1640-pixel resolution at 264 ppi ● Must support stylus pen ● Must have at least 8-core CPU with 4 performance cores and 4 efficiency cores ● Must have at least 9-core GPU ● Must have at least 16-core Neural Engine ● Must have at least 8GB RAM ● Must have hardware-accelerated H.264 and HEVC ● Must have Video decode engine ● Must have Video encode engine ● Must have at least 12MP Wide camera, ƒ/1.8 aperture ● Must have Wi-Fi 6E (802.11ax) with 2x2 MIMO ● Must have Simultaneous dual band ● Must have at least Bluetooth 5.3	
	Inkjet Printers	Nine (**9**) units ● Must have hi-speed USB 2.0 port, Wireless 802.11 b/g/n	

		- Must support wireless capability with built-in Wi-Fi 802.11b/g/n - Acoustic power emissions (active, printing): 6.5 B(A) - Must have operating humidity range of 20 up to 70% RH (non-condensing) - Must have an operating temperature range of 15°C to 27°C - Must have a storage temperature range -20°C to 40°C - Must support mercury free - Must have memory of at least 64 MB - Must have a maximum memory of up to 64 MB - Must support mobile printing services: A. AirPrint B. Google Cloud Print™ C. Mobile Apps; Mopria™ Certified D. Wi-Fi® Direct printing - Must support Network protocols: A. Via built-in networking solution B. TCP/IP, IPv4, IPv6; print C. TCP-IP port 9100 Direct Mode, LPD (raw queue support only), Web Services Printing; discovery: SLP, Bonjour, Web Services Discovery; D. IP Config: IPv4 (BootP, DHCP, AutoIP, Manual), IPv6 (Stateless Link-Local and via Router, Stateful via DHCPv6); E. management: SNMPv1/v2/v3, HTTP - At least up to 150 sheets input capacity - At least up to 10 Standard input capacity (envelopes) - At least up to 100 sheets output capacity - Must support energy savings feature technology: A. Auto-On/Auto-Off Technology; Power save; B. Power supply type: Internal (built-in) Power Supply; C. Power supply: 110-volt input voltage: 110 to 127 VAC,	

		50/60Hz and 220-volt input voltage: 220 to 240 VAC, 50/60Hz; D. Power consumption: 320 watts (Active Printing), 33 watts (Ready), 1.1 watts (Sleep), 0.2 watts (Manual off), 0.2 watts (Auto off/Manual on). - Must have Print technology of Laser. - Must support duplex printing: Manual (driver support provided). - Must have a Print resolution of up to 1,200 x 1,200 dpi. - Must have at least maximum print area (metric) of 216 x 356 mm - Must have a monthly duty cycle of up to 10,000 pages. - Must support printer smart software features: Manual duplex, N-up printing, collation, watermarks, accepts a variety of paper sizes and types. - Must support minimum system requirements for operating systems from 2008 to latest, 1 GHz 32-bit or 64-bit processor or higher, 1 GB RAM, 16 GB HDD. - Must have Compatible Network Operating Systems for 2008 operating system, 2008 Server R2, 8 (32/64 bit),10 (32/64 bit), 2012 Server, 2016 Server. - Must support 2008 operating system to the latest.	
	Colored Printer	Two (**2**) units - Must have the features of Print, Scan, Copy, Fax with ADF. - Must have a Wi-Fi, Wi-Fi Direct connection. - Must have a minimum Ink Droplet Volume of at least 3.3 pl. - Must support Bi-directional printing. - Must have Nozzle Configuration of 400 x 1 nozzles (Black), 128 x 1 nozzles per color (Cyan, Magenta, Yellow).	

		● Must have a maximum resolution of 4800 x 1200 dpi.
		● Must have Automatic 2-sided Printing (up to A4 / Letter).
		● Must have First Page Out Time from Ready Mode (Black / Colour):
		    A. Simplex: Up to 10 sec / 16 sec
		    B. Duplex: Up to 17 sec / 25 sec	

	Queueing System Printer	Fourteen (**14**) units
		● Must support multiple connectivity with USB, Ethernet, Bluetooth and Wifi options.
		● Must have a high print speed of up to 250 mm/sec.
		● Must be efficient and user-friendly: Equipped with additional LED indications for easy operation.
		● Must support Printer Driver for commonly used operating systems.
		● Must have Paper End and Cover Open sensors.
		● Must have LED Indicators:
		    A. for Power, Interfaces (LAN, Wi-Fi, Bluetooth)
		    B. for Error and/or Paper Out
		● Must have a built-in Feature: Advanced Paper Reduction, 180 degree rotation, backfeed guide.	

	Barcode Scanner	One hundred sixty (**160**) units ● Must have a Bi-directional scanner. ● Must have a Light Source (Laser) of at least 650nm laser diode. ● Must have a Scan Rate up to 100 scans per second. ● Must support multiple interfaces: RS232, USB, KBW (keyboard wedge) in one scanner. ● Must have a plug and play design. ● Must have a high quality 1D laser scanner — choice of triggered or Auto-Scan (continuous mode) scanning. ● Voltage & Current: 5 +/-10%VDC @ 100 mA (Stand by: <35 mA). ● Must support Host power or external power supply.	

		- Must have Beeper Volume: User-selectable: three levels. - Must have Beeper Tone: User-selectable: three tones. - Must have Laser Safety of IEC Class 1.	
	RAM	Fifty (**50**) units (Random Access Memory) - Must have at least 16GB DDR 4 - Must have at least 17 cycles CL(IDD) - Must have at least 45.75ns(min.) Row Cycle Time (tRCmin) - Must have Refresh to Active/Refresh - Must have Command Time (tRFCmin) of at least 350ns(min.) - Must have Row Active Time (tRASmin) of at least 32ns(min.) - Must have UL Rating of 94 V - 0 - Must have Operating Temperature of 0°C to +85°C - Must have Storage Temperature of -55°C to +100°C - Must have Power Supply of VDD = 1.2V Typical - Must have VDDQ of at least 1.2V Typical - Must have VPP of at least 2.5V Typical - Must have VDDSPD of at least 2.2V to 3.6V - Must have On-Die termination (ODT) - Must have at least 16 internal banks; 4 groups of 4 banks each - Must have Bi-Directional Differential Data Strobe - Must have at least 8 bit pre-fetch - Must have Burst Length (BL) switch on-the-fly BL8 or BC4(Burst Chop) - Must have Height of at least 1.34" (34mm), w/heatsink	
	SSD	Fifty (**50**) units Solid State Drive - Must have up to 500GB SSD capacity - Must have a SATA 6 Gb/s Interface, compatible with SATA 3 Gb/s & SATA 1.5 Gb/s interface - Must have Sequential Read of up to 560 MB/s	

		● Must have Sequential Write of up to 530 MB/s ● Must have Storage Memory of V-NAND 3 bit MLC ● Must have Cache Memory of up to 512 MB Low Power DDR4 SDRAM ● Must support TRIM ● Must support S.M.A.R.T ● Must support Encryption: AES 256-bit Encryption (Class 0),TCG/Opal, IEEE1667 (Encrypted drive) ● Must support Auto Garbage Collection Algorithm	
	Web Camera	Twenty-six (**26**) units ● Must have a Resolution of Full HD 1080P, 1920*1080 Pixels ● Must have Lens Type of Full HD Glass Lens ● Must have a Viewing Angle of at least 70 Degrees ● Must have a Focus Type of Fixed Focus ● Must have a Focus Range of at least 60cm and beyond ● Must have a Built-in Mic of Digital HD Omni-Directional Mic. ● Must have an Output Format of MJPEG ● Must have Frame Rate of up to 30fps ● Must support USB 2.0 ● **System Requirements:** 　　A. Must support commonly used operating system 　　B. Must works in USB Video Device Class (UVC) Mode ● Must support social and video calling software of the above system.	
	Network Attached Storage	Two (**2**) units **Hardware Requirement** **Processor:**	

		● Must support commonly used processor. ● Must have at least one (1) CPU. ● Must support eight (8) Core. ● Must support 64-bit. ● Must support 2.1 GHz (base) / 2.7 GHz (turbo) CPU frequency. ● Must support Hardware Encryption Engine. **Memory:** ● Must support System Memory of at least 8 GB DDR4 ECC UDIMM. ● Must support Memory Module Pre-installed of at least one (1) x 8 GB. ● Must support four (4) Total Memory Slots. ● Must support Maximum Memory Capacity of at least four (4) x 64 GB. **Storage:** ● Must support at least twelve (12) Drive Bays. ● Must have a Maximum Drive Bays with Expansion Unit of at least thirty-six (36) (RX1217 x 2). ● Must support Compatible Drive Types 3.5" SATA HDD, 2.5" SATA SSD. ● Must have Hot Swappable Drive. **External Ports:** ● Must support at least four (4) RJ-45 1GbE LAN Port. ● Must support at least two (2) RJ-45 10GbE LAN Port. ● Must support at least two (2) USB 3.2 Gen 1 Port. ● Must support at least two (2) Expansion Port. ● Must support Infiniband Expansion Port Type. **PCIe:**	

- Must support at least 2 x Gen3 x8 slots (x8 link) PCIe Expansion.

Appearance:

- Must support 2U Form Factor (RU).
- Must support dimension Size (Height x Width x Depth) of at least 88 mm x 482 mm x 724 mm.
- Must support Weight of at least 14.5 kg.
- Must support 4-post 19" rack Rack Installation.

System Features:

- Must have at least 80 mm x 80 mm x 4 pcs. System Fan.
- Must support Fan Speed Mode:
   A. Full-Speed Mode
   B. Cool Mode
   C. Quiet Mode
- Must support Easy Replacement System Fan.
- Must support Power Recovery.
- Must support at least 50.2 dB(A) Noise Level.
- Must support Scheduled Power On / O.ff.
- Must support Wake on LAN / WAN
- Must support 500 watts, 550 watts Power Supply.
- Must support Redundant Power Supply.
- Must support AC Input Power Voltage of at least 100 V to 240 V AC.
- Must support Power Frequency of at least 50/60 Hz, Single Phase.
- Must support Power Consumption:
   A. Of at least 142.5 watts (Access).
   B. Of at least 72.76 watts (HDD Hibernation).
- Must support British Thermal Unit:
   A. 485.93 BTU/hr (Access).
   B. 248.11 BTU/hr (HDD Hibernation).

Temperature:

- Must support Operating Temperature of 0°C up to 35°C (32°F to 95°F).
- Must support Storage Temperature of -20°C up to 60°C (-5°F to 140°F).
- Must support Relative Humidity of 5% up to 95% RH.

Certification:

- Must support certifications: FCC, CE, BSMI, VCCI, RCM, EAC, CCC, KC, UL.

Software Specifications

Storage Management:

- Must support a Maximum Single Volume Size:
    - A. 1 PB (64 GB memory required, for RAID 6 groups only).
    - B. 200 TB (32 GB memory required).
    - C. 108 TB.
- Must support 256 Maximum Internal Volume Number.
- Must support SSD Read/Write Cache (Determining cache size).
- Must support SSD TRIM.
- Must support RAID Group.
- Must support RAID Type:
    - A. RAID F1.
    - B. Basic.
    - C. JBOD.
    - D. RAID 0.
    - E. RAID 1.
    - F. RAID 5.
    - G. RAID 6.
    - H. RAID 10.
- Must support RAID Migration:
    - A. Basic to RAID 1.
    - B. Basic to RAID 5.
    - C. RAID 1 to RAID 5.
    - D. RAID 5 to RAID 6.
- Must support Volume Expansion with Larger HDDs:
    - A. RAID F1.
    - B. RAID 1.

| | | C. RAID 5.
D. RAID 6.
E. RAID 10.
● Must support Volume Expansion by Adding a HDD:
　A. RAID F1.
　B. JBOD.
　C. RAID 5.
　D. RAID 6.
● Must support Global Hot Spare RAID Type:
　A. RAID F1.
　B. RAID 1.
　C. RAID 5.
　D. RAID 6.
　E. RAID 10.

File System:
● Must support Internal Drives: Btrfs, ext4
● Must support External Drives: Btrfs, ext4, ext3, FAT, NTFS, HFS+, exFAT.

File Services:
● Must support File Protocol: SMB, AFP, NFS, FTP, WebDAV, Rsync.
● Must support at least 2,000 Maximum Concurrent SMB/AFP/FTP Connections.
● Must support at least 10,000 Maximum Concurrent SMB/AFP/FTP Connections (with RAM expansion).
● Must support Access Control List (ACL) Integration.
● Must support NFS Kerberos Authentication

Account & Shared Folder:
● Must support at least 16,000 Maximum Local User Accounts.
● Must support at least 512 Maximum Local Groups.
● Must support at least 512 Maximum Shared Folder.
● Must support at least 32 Maximum Shared Folder Sync Tasks.

Hybrid Share:
● Must support at least 15 Maximum Hybrid Share Folders.

Hyper Backup:
● Must support Folder and Package Backup.
● Must support Entire System Backup. | |

		Log Center:	
		● Must support at least 3,000 Syslog Events per Second.	
		Virtualization:	
		● Must support VMware ESXi 6.5 and VAAI.	
		● Must support 2016 and latest server operating systems	
		● Must be Citrix Ready.	
		● Must support OpenStack.	
		General Specifications:	
		● Must support SMB1 (CIFS), SMB2, SMB3, NFSv3, NFSv4, NFSv4.1, NFS Kerberized sessions, iSCSI, Fibre Channel, HTTP, HTTPs, FTP, SNMP, LDAP, CalDAV Protocols.	
		● Must support Chrome, Firefox, Edge, Safari Browsers.	
V	**Security and Compliance**		
		a. The contracting parties must strictly observe the provisions of Republic Act 10173 otherwise known as the "Data Privacy Act of 2012" and all other related laws in ensuring the protection of data and information obtained under the Agreement. Failure to comply with the confidentiality clause shall be subject to penalties. b. Any information or document obtained in connection with the execution or implementation of the Project shall not be disclosed to any person or entity without the written consent of the DFA. The non-disclosure and confidentiality requirement in this provision must continue even after the expiration or termination of the Agreement.	
VI	**Mode of Procurement**		
		The mode of procurement shall be public bidding.	
VII	**Bidder's Qualifications**		
		1. Has been in the business for at least 15 years. 2. Must be a certified partner of the manufacturer for at least ten (10) years for the major products being offered. 3. Must submit a list of engineers or technical personnel who shall perform corrective, preventive maintenance, and calibration of the products.	

		4. The Contractor's technical engineers shall have the following qualifications and must be locally employed for the installation of all equipment: • At least five (5) Certified Network Engineer • At least five (5) networking associates • At least two (2) Certified Network Specialists • At least one (1) Certified Network Professional • At least one (1) PMP (Project Management Professional). 5. The Contractor's technical engineers mentioned above must submit the following proof: • Certified True Copy of Certificate • Certified True Copy of Company ID • Certified True Copy of Certificate of Income Tax Return • Certified True Copy of Certificate of Employment 6. Must submit original brochures or manuals which contain all technical specifications required by the bidding documents in the English language. 7. Must submit a list of locations and contact numbers of the service centers in the Philippines responsible for the warranty of the products supplied. 8. Must submit a certification from the winning bidder that the bidder shall be responsible for the notification, transportation, delivery, installation, commissioning, and testing to be provided at no cost to the government. 9. Must submit a certification from the winning bidder that the bidder shall guarantee that the delivery of the product and all accessories shall be within the period required by the Bids and Awards Committee (BAC). 10. Must submit the proposed costing of preventive maintenance for sophisticated equipment and consumables or accessories. 11. Must submit a certificate of compliance or equivalent certification from the winning bidder showing the proof of compliance with the TOR.	
VIII	**Maintenance and Technical Support**	
	a. During the project implementation, the contractor shall provide highly technical personnel to deliver service and support to the production, staging, and transition of the infrastructure to the DFA Team and with regard to any related problems that may occur. They will sign a Non-Disclosure Agreement which will be submitted to the Department prior to the commencement of the service.	

	b. 24/7 phone, chat, and email support shall be available, especially during configuration.	
	c. The Contractor shall immediately inform the Department of breaches, attacks, or other forms of cyber threats/activities that may contribute to disclosure of any confidential information. The Contractor shall immediately undertake necessary actions to address such breach, attack, or other form of cyber threat/activity.	
	d. During the project implementation, the contractor shall provide highly technical personnel to bring forth necessary training to DFA personnel who will be handling the infrastructure at no cost to the DFA.	
	e. The Contractor shall provide one year warranty of the tools and equipment and one year maintenance support services or at the duration of the contract.	
	f. The equipment to be provided must be in line and compatible with the department's current projects and equipment to allow interoperability.	
IX	**Duration and Delivery**	
	a. DURATION: The contract shall be valid for a period of one (1) year, commencing from the date of successful delivery, configuration and deployment of the equipment and acceptance by the DFA .	
	b. DELIVERY: The Contractor shall deliver and setup/configure the network and cybersecurity equipment and tools within thirty(30) working days from the receipt of the Notice to Proceed (NTP) at DFA Aseana and Consular Offices stated.	
	c. The DFA shall have the right to inspect and/or test the delivered items to confirm conformity with the requirements. All of the equipment and peripherals must be brand new and not refurbished.	
	d. Inspection and Acceptance Report from the DFA shall form part of the payment process as proof of compliance of the supplier on the requirements herein.	

X	Payment	
	Payments shall be made thirty (30) working days upon full implementation of the Solutions and receipt of OCA-Authentication of the invoice Provisional Acknowledgement Receipt, and complete documentary requirements through List of Due and Demandable Accounts Payable (LDDAP). The list of documentary requirements needed for payment will be provided by the Office of Financial Management Services-Financial Resources Management Division (OFMS-FRMD) upon signing of the contract. All payments shall be inclusive of Value Added Tax (VAT) and other lawful charges.	

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to Requirements. The STATEMENT OF COMPLIANCE must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and on behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of a 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 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 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii)

Conformé:

[Signature/s]
[Name of Bidder's Authorized Representative/s]
[Position]
[Date]

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 Revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

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

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

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

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

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

Financial Documents

☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

Other documentary requirements under RA No. 9184 (as applicable)

☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.