



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2020-64

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses," with an Approved Budget for the Contract of P36,000,000.00 through the Continuing Appropriations, FY 2019 General Appropriations Act;

WHEREAS, as a background, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards on October 27, 2020;

WHEREAS, on November 17, 2020, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submissions of Trends and Technologies, Inc. (Trends) and Micro-D International, Inc. (Micro-D) as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial proposals, the bids were ranked based on the total calculated bid prices to identify the Lowest Calculated Bid, as follows:

- | | | |
|------------|---|-----------------|
| 1. Trends | - | P31,838,849.00 |
| 2. Micro-D | - | P35,929,794.00; |

WHEREAS, the DBM-BAC accordingly declared the submission of Trends as the Lowest Calculated Bid in the amount of P31,838,849.00;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Trends, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submission of Trends failed the criteria for post-qualification, particularly for non-compliance with the required contents of the Omnibus Sworn Statement (OSS)¹ as prescribed in the Bidding Documents for the Project consistent with the format under the 6th edition of the Philippine Bidding Documents;

WHEREAS, in a similar subject matter, Non-Policy Matter (NPM) No. 005-2016² of the Government Procurement Policy Board (GPPB) reiterated that, "[F]ailure of the bidder to comply with the prescribed Omnibus Sworn Statement is a cause for the bidder's disqualification, unless the mistake was committed due to the procuring entity's failure to provide the correct and updated form of the Omnibus Sworn Statement in its bidding documents";

¹ Required under Sections 25.2 (a) (viii) and 25.3 of the 2016 Revised IRR of RA No. 9184.

² Dated March 18, 2016; https://www.gppb.gov.ph/GPPBTSO_Non-Policy/1412

WHEREAS, under BAC Resolution No. 2020-57 dated November 24, 2020, the DBM-BAC resolved the following:

- 1) to declare the post-disqualification of Trends for the Project, "Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses," and to notify the said bidder in writing about its post-disqualification and the grounds for it, pursuant to Section 34.5 of the of the 2016 Revised IRR of RA No. 9184; and
- 2) to initiate and complete the post-qualification process on the bidder with the second Lowest Calculated Bid, Micro-D, pursuant to Section 34.6 of same IRR;

WHEREAS, per letter dated November 24, 2020,³ the DBM-BAC informed Trends of its post-disqualification and the grounds for it, pursuant to Section 34.5 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Micro-D, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submission of Micro-D passed all the criteria for post-qualification;

WHEREAS, through letter dated November 27, 2020,⁴ Trends sought reconsideration of the DBM-BAC's declaration of Trends' as "post-disqualified" for the Project;

WHEREAS, per letter dated December 4, 2020,⁵ the DBM-BAC denied the request for reconsideration of Trends and affirmed its declaration finding the submitted bid of Trends as "post-disqualified", reiterating that the bid of Trends failed the criteria for post-qualification for its non-compliance with the prescribed OSS Form, particularly its failure to include the phrase, "by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting," in item 3 of the prescribed OSS Form, and it was further noted that such phrase was even emphasized in the Bidding Documents. Furthermore, the DBM-BAC finding is consistent with GPPB NPM No. 005-2016 (as presented above). Hence, pursuant to Section 34.3 of the 2016 Revised IRR of RA No. 9184, the DBM-BAC is mandated to "verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding Documents" (emphasis supplied);

WHEREAS, in accordance with Section 55 of the 2016 Revised IRR of RA No. 9184, Trends has seven (7) calendar days upon receipt of the said letter on December 7, 2020, or until December 14, 2020, to protest the DBM-BAC's decision by filing a verified position paper, accompanied by the payment of a non-refundable protest fee, before the Head of the Procuring Entity;

WHEREAS, Section 57 of the 2016 Revised IRR of RA No. 9184 provides that, "[i]n no case shall any protest taken from any decision treated in this Rule stay or delay the

³ Copy attached; Sent via email to Trends on November 25, 2020

⁴ Received by the DBM through email on November 28, 2020

⁵ Copy attached; Sent via email to Trends on December 7, 2020

bidding process: Provided, however, That protests must first be resolved before any award is made”;

WHEREAS, upon verification with the DBM Central Records Division on December 15, 2020, it was gathered that Trends did not file a protest within the reglementary period;

NOW, THEREFORE, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it hereby **RESOLVED**:

- 1) to declare the bid of Micro-D International, Inc. for the Project, “Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses,” in the amount of P35,929,794.00 as the Lowest Calculated and Responsive Bid, in accordance with Section 34.4 of the 2016 Revised IRR of RA No. 9184; and
- 2) to recommend to the Secretary of the Department of Budget and Management, as the Head of the Procuring Entity, that the contract for the Project be awarded to Micro-D International, Inc. in the above-mentioned amount, in accordance with Section 34.4 of the 2016 Revised IRR of RA No. 9184.

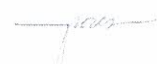
ADOPTED, this 15th day of December 2020 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


Digitally signed
by Sheryll
Grace S. Aromin
SHERYLL GRACE AROMIN
End-user Representative


Digitally signed by
Dante B. De Chavez
DANTE B. DE CHAVEZ
Member

not present
RYAN S. LITA
Member


Digitally signed
by Virgilio A.
Umpacan Jr.
VIRGILIO A. UMPACAN JR.
B.U.D.G.E.T. Representative


Digitally signed
by Rowel D.
Escalante
ROWEL D. ESCALANTE
Member


Digitally signed by Andrea
Celene M. Magtalas
Date: 2020.12.15 12:01:13
+08'00'
ANDREA CELENE M. MAGTALAS
Vice Chairperson

not present
JANET B. ABUEL
Chairperson

☒ Approved
☐ Disapproved


WENDEL E. AVISADO
Secretary

Date: _____



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

MR. MICHAEL P. VALENTINO

Sales Director
Micro-D International, Inc.
11F, MDI Corporate Center
39th St. corner 10th Avenue
Bonifacio Global City
Taguig, Metro Manila

Dear **Mr. Valentino:**

We are pleased to inform you that the contract for the Project, "Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses," is hereby awarded to Micro-D International, Inc. in the amount of P35,929,794.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management, in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the Department of Budget and Management.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



Received by:

MICHAEL VALENTINO


RAISAN PARAS


12/17/2020



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

NOTICE TO PROCEED

MR. MICHAEL P. VALENTINO

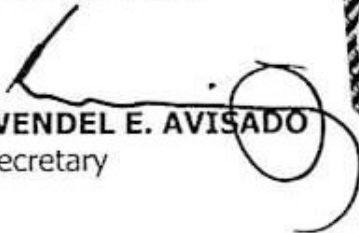
Sales Director
Micro-D International, Inc.
11F, MDI Corporate Center
39th St. corner 10th Avenue
Bonifacio Global City
Taguig, Metro Manila

Dear **Mr. Valentino:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.


Very truly yours,


WENDEL E. AVISADO
Secretary



I acknowledge receipt and acceptance of this Notice on December 29, 2020.

Name of Authorized Representative: MICHAEL P. VALENTINO

Signature: 

CONTRACT No. 2020-27
MAINTENANCE AND SUPPORT SERVICES FOR BUDGET AND
TREASURY MANAGEMENT SYSTEM (BTMS) EQUIPMENT AND
LICENSES

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

MICRO-D INTERNATIONAL, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 11F, MDI Corporate Center, 39th St. corner 10th Avenue, Bonifacio Global City, Taguig, Metro Manila, represented by **ITS AUTHORIZED REPRESENTATIVE, MICHAEL P. VALENTINO**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of Thirty-Five Million Nine Hundred Twenty-Nine Thousand Seven Hundred Ninety-Four Pesos (P35,929,794.00), hereinafter called the "Contract Price";

WHEREAS, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last December 17, 2020, and the Supplier posted its performance security in the form of a Performance Securing Declaration on December 21, 2020, in the amount of N/A (P N/A);

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award

G - Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2020 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

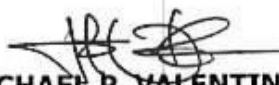
by:


WENDEL E. AVISADO
Secretary




MICRO-D INTERNATIONAL, INC.

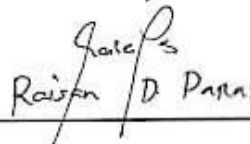
by:


MICHAEL P. VALENTINO
Authorized and Designated Representative

SIGNED IN THE PRESENCE OF


ANDREA CELESTE M. MAGTALAS
Director IV

Information and Communications Technology
Systems Service


Raulon D. Paras

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2020 personally appeared the following:

DEC 29 2020

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	
MICHAEL P. VALENTINO	Pass port N. P 5826342A	29 Jan 2028

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses was signed by the parties, and their material witnesses on each and every page thereof.

DEC 29 2020

WITNESS MY HAND AND SEAL this _____ day of _____, 2020.

Doc. No. 408
Page No. 82
Book No. L
Series of 2020.

ATTY. GARY GEMITAN AURE
NOTARY PUBLIC ROLL NO. 60777
PTR No. 1157179 issued 1-20-2001 until Dec. 31, 2000 Manila
ICP License No. 1157179 issued 1-20-2001 until Dec. 31, 2001
Coaching No. 1157179 issued 1-20-2001 until Dec. 31, 2001 Manila
MCLE No. 1157179 issued 1-20-2001 until Dec. 31, 2001 Manila
Office Address: 6th Floor, 6th St., 100 Antonio Villages Street, Ermita, Manila

[Handwritten signature]
Raisan Paras

[Handwritten mark]

Bid Form

Date: November 17, 2020
Project ID No. DBM-2020-42

To: DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses** in conformity with the said PBDs for the sum of **Thirty-Five Million Nine Hundred Twenty-Nine Thousand Seven Hundred Ninety-Four Pesos Only, Php 35,929,794.00** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the **Price Breakdown** (as attached herewith) and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: value added tax (VAT), which are itemized herein.

If our Bid is accepted, we undertake

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

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

Name and Address
Agent

Amount and Purpose of
Currency Commission or gratuity

-NONE-]

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

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

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

The undersigned is authorized to submit the bid on behalf of **Micro-D International, Inc. (MDI)** as evidenced by the attached Secretary Certificate.

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

Name: Michael P. Valentino

Legal capacity: Sales Director

Signature: 

Duly authorized to sign the Bid for and behalf of: Micro-D International, Inc. (MDI)

Date: November 17, 2020

Price Schedule for Goods Offered from Within the Philippines
For Goods Offered from Within the Philippines

Name of Bidder: Micro-D International, Inc.							Project ID No.: DBM-2020-42 Page 1 of 4		
1	2	3	4	5	6	7	8	9	10
Item	Description	Countr y Of Origin	Qua ntity	Unit Price w per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col. 9) x (col 4)
						(12% VAT)			
1	Network Components								
	Cisco ISR 4451 Router	<u>N/A</u>	2	327,455.36	<u>N/A</u>	39,294.64	<u>N/A</u>	366,750.00	733,500.00
	Dell Networking N4032F Switch	<u>N/A</u>	2	158,754.46	<u>N/A</u>	19,050.54	<u>N/A</u>	177,805.00	355,610.00
	Core Switch Dell Networking S6000-ON L3	<u>N/A</u>	2	193,816.96	<u>N/A</u>	23,258.04	<u>N/A</u>	217,075.00	434,150.00
	SAN Switch Dell Networking S5000 Converged	<u>N/A</u>	2	193,816.96	<u>N/A</u>	23,258.04	<u>N/A</u>	217,075.00	434,150.00
	Load Balancer BIG-IP 4000s Local Traffic Manager	<u>N/A</u>	2	390,674.11	<u>N/A</u>	46,880.89	<u>N/A</u>	437,555.00	875,110.00
	Management Switch Dell Networking N1548 (OOBM)	<u>N/A</u>	1	158,754.46	<u>N/A</u>	19,050.54	<u>N/A</u>	177,805.00	177,805.00
	MXL Switches Dell Blade XML Switches	<u>N/A</u>	4	156,841.96	<u>N/A</u>	18,821.04	<u>N/A</u>	175,663.00	702,652.00
	Cisco Catalyst 2960-CX	<u>N/A</u>	1	193,526.79		23,223.21	<u>N/A</u>	216,750.00	216,750.00
2	Security Components								
	External Firewall Juniper SRX1500 NGFW Appliance	<u>N/A</u>	2	483,705.36	<u>N/A</u>	58,044.64	<u>N/A</u>	541,750.00	1,083,500.00
	Juniper Management Juniper Junos Space 2500	<u>N/A</u>	1	311,151.79	<u>N/A</u>	37,338.21	<u>N/A</u>	348,490.00	348,490.00
	IPS HP Tipping Point S2600 NX IPS Appliance	<u>N/A</u>	2	833,455.36	<u>N/A</u>	100,014.64	<u>N/A</u>	933,470.00	1,866,940.00

Name of Bidder: Micro-D International, Inc.					Project ID No.: DBM-2020-42 Page 2 of 4				
	HP Tipping Point SMS	<u>N/A</u>	1	219,196.43	<u>N/A</u>	26,303.57	<u>N/A</u>	245,500.00	245,500.00
	Internal Firewall Dell SonicWall NSA 6600 NGFW Appliance	<u>N/A</u>	2	725,410.71	<u>N/A</u>	87,049.29	<u>N/A</u>	812,460.00	1,624,920.00
3	Blade Servers								
	Blade Chassis Dell PowerEdge M1000e Modular Blade Enclosure, 10U Chassis	<u>N/A</u>	1	238,441.96	<u>N/A</u>	28,613.04	<u>N/A</u>	267,055.00	267,055.00
	Blade Servers Dell PowerEdge M830	<u>N/A</u>	6	244,816.96	<u>N/A</u>	29,378.04	<u>N/A</u>	274,195.00	1,645,170.00
4	Storage								
	Compellent SC8000 Controller	<u>N/A</u>	2	434,598.21	<u>N/A</u>	52,151.79	<u>N/A</u>	486,750.00	973,500.00
	Compellent SC220 Enclosure	<u>N/A</u>	6	523,883.93	<u>N/A</u>	62,866.07	<u>N/A</u>	586,750.00	3,520,500.00
5	Backup System								
	Backup Server Dell PowerEdge R430	<u>N/A</u>	1	170,229.46	<u>N/A</u>	20,427.54	<u>N/A</u>	190,657.00	190,657.00
	Tape Library PowerVault TL4000 Tape Library	<u>N/A</u>	1	284,979.46	<u>N/A</u>	34,197.54	<u>N/A</u>	319,177.00	319,177.00
6	Management and Monitoring Solutions								
	EMS Server - Dell PowerEdge R430	<u>N/A</u>	1	170,229.46	<u>N/A</u>	20,427.54	<u>N/A</u>	190,657.00	190,657.00
	SolarWinds Server - Dell PowerEdge R730	<u>N/A</u>	1	177,241.96	<u>N/A</u>	21,269.04	<u>N/A</u>	198,511.00	198,511.00
	HP ArcSight EE7600-250 EPS Correlator Server Appliance	<u>N/A</u>	1	1,943,526.79	<u>N/A</u>	233,223.21	<u>N/A</u>	2,176,750.00	2,176,750.00
	HP ArcSight L3505 Logger Server Appliance	<u>N/A</u>	1	1,885,491.07	<u>N/A</u>	226,258.93	<u>N/A</u>	2,111,750.00	2,111,750.00
	HP ARST MC C6504 Connector Server Appliance	<u>N/A</u>	1	1,385,491.07	<u>N/A</u>	166,258.93	<u>N/A</u>	1,551,750.00	1,551,750.00

7	NETVAULT								
	NetVault Backup Server Enterprise Capacity Edition for Windows	<u>N/A</u>	1	172,008.93	<u>N/A</u>	20,641.07	<u>N/A</u>	192,650.00	192,650.00
	NetVault Backup Single Heterogeneous Client	<u>N/A</u>	25	127,665.18	<u>N/A</u>	15,319.82	<u>N/A</u>	142,985.00	3,574,625.00
	NetVault Backup Plugin for SQL Server Cluster on Windows	<u>N/A</u>	2	209,620.54	<u>N/A</u>	25,154.46	<u>N/A</u>	234,775.00	469,550.00
	NetVault Backup File System Plugin Cluster Support	<u>N/A</u>	2	136,848.21	<u>N/A</u>	16,421.79	<u>N/A</u>	153,270.00	306,540.00
	NetVault Backup Single Tape Drive	<u>N/A</u>	3	162,781.25	<u>N/A</u>	19,533.75	<u>N/A</u>	182,315.00	546,945.00
	NetVault BMR Single Client for Windows	<u>N/A</u>	8	142,366.07	<u>N/A</u>	17,083.93	<u>N/A</u>	159,450.00	1,275,600.00
	NetVault Backup Single Smartclient with Single Heterogeneous Client	<u>N/A</u>	4	142,366.07	<u>N/A</u>	17,083.93	<u>N/A</u>	159,450.00	637,800.00
	NetVault Backup Dynamically Shared Device Option	<u>N/A</u>	4	154,821.43	<u>N/A</u>	18,578.57	<u>N/A</u>	173,400.00	693,600.00
	NetVault Backup Hyper-V Plugin	<u>N/A</u>	6	152,571.43	<u>N/A</u>	18,308.57	<u>N/A</u>	170,880.00	1,025,280.00
8	SOLARWINDS								
	SolarWinds Dameware Remote Support.	<u>N/A</u>	5	126,071.43	<u>N/A</u>	15,128.57	<u>N/A</u>	141,200.00	706,000.00
	SolarWinds Orion Additional Polling Engine.	<u>N/A</u>	2	358,901.79	<u>N/A</u>	43,068.21	<u>N/A</u>	401,970.00	803,940.00
	SolarWinds Orion HA.	<u>N/A</u>	3	216,392.86	<u>N/A</u>	25,967.14	<u>N/A</u>	242,360.00	727,080.00
	SolarWinds Orion Netflow Traffic Analyzer – SLX	<u>N/A</u>	1	343,370.54	<u>N/A</u>	41,204.46	<u>N/A</u>	384,575.00	384,575.00

Name of Bidder: Micro-D International, Inc.						Project ID No.: DBM-2020-42 Page 4 of 4			
	SolarWinds Orion Network Configuration Manager v7 - DL100.	<u>N/A</u>	1	176,410.71	<u>N/A</u>	21,169.29	<u>N/A</u>	197,580.00	197,580.00
	SolarWinds Orion Network Performance Monitor SLX.	<u>N/A</u>	1	502,330.36	<u>N/A</u>	60,279.64	<u>N/A</u>	562,610.00	562,610.00
	SolarWinds Server & Application Monitor – ALX.	<u>N/A</u>	1	574,071.43	<u>N/A</u>	68,888.57	<u>N/A</u>	642,960.00	642,960.00
	SolarWinds Storage Resource Monitor (up to 300 disks).	<u>N/A</u>	1	322,888.39	<u>N/A</u>	38,746.61	<u>N/A</u>	361,635.00	361,635.00
	SolarWinds Web Performance Monitor – WPM.	<u>N/A</u>	1	514,526.79	<u>N/A</u>	61,743.21	<u>N/A</u>	576,270.00	576,270.00
TOTAL								Php 35,929,794.00	

Name: Michael P. Valentino

Legal Capacity: Sales Director

Signature: 

Duly authorized to sign the Bid for and behalf of: Micro-D International, Inc.

Price Breakdown
(Revised)

Name of Bidder: Micro-D International, Inc Project ID No. DBM-2020-42 Page 1 of 2

Particulars	License Quantity	Unit Cost	Total Cost (Unit Cost x License Quantity Inclusive of VAT)
Network Components			
Cisco ISR 4451 Router	2	366,750.00	733,500.00
Dell Networking N4032F Switch	2	177,805.00	355,610.00
Core Switch Dell Networking S6000-ON L3	2	217,075.00	434,150.00
SAN Switch Dell Networking S5000 Converged	2	217,075.00	434,150.00
Load Balancer BIG-IP 4000s Local Traffic Manager	2	437,555.00	875,110.00
Management Switch Dell Networking N1548 (OOBM)	1	177,805.00	177,805.00
MXL Switches Dell Blade XML Switches	4	175,663.00	702,652.00
Cisco Catalyst 2960-CX	1	216,750.00	216,750.00
Security Components			
External Firewall Juniper SRX1500 NGFW Appliance	2	541,750.00	1,083,500.00
Juniper Management Juniper Junos Space 2500	1	348,490.00	348,490.00
IPS HP Tipping Point S2600 NX IPS Appliance	2	933,470.00	1,866,940.00
HP Tipping Point SMS	1	245,500.00	245,500.00
Internal Firewall Dell SonicWall NSA 6600 NGFW Appliance	2	812,460.00	1,624,920.00
Blade Servers			
Blade Chassis Dell PowerEdge M1000e Modular Blade Enclosure, 10U Chassis	1	267,055.00	267,055.00
Blade Servers Dell PowerEdge M830	6	274,195.00	1,645,170.00
Storage			
Compellent SC8000 Controller	2	486,750.00	973,500.00
Compellent SC220 Enclosure	6	586,750.00	3,520,500.00
Backup System			
Backup Server Dell PowerEdge R430	1	190,657.00	190,657.00
Tape Library PowerVault TL4000 Tape Library	1	319,177.00	319,177.00
Management and Monitoring Solutions			
EMS Server - Dell PowerEdge R430	1	190,657.00	190,657.00
SolarWinds Server - Dell PowerEdge R730	1	198,511.00	198,511.00

HP ArcSight EE7600-250 EPS Correlator Server Appliance	1	2,176,750.00	2,176,750.00
HP ArcSight L3505 Logger Server Appliance	1	2,111,750.00	2,111,750.00
HP ARST MC C6504 Connector Server Appliance	1	1,551,750.00	1,551,750.00
NETVAULT			
NetVault Backup Server Enterprise Capacity Edition for Windows	1	192,650.00	192,650.00
NetVault Backup Single Heterogeneous Client	25	142,985.00	3,574,625.00
NetVault Backup Plugin for SQL Server Cluster on Windows	2	234,775.00	469,550.00
NetVault Backup File System Plugin Cluster Support	2	153,270.00	306,540.00
NetVault Backup Single Tape Drive	3	182,315.00	546,945.00
NetVault BMR Single Client for Windows	8	159,450.00	1,275,600.00
NetVault Backup Single Smartclient with Single Heterogeneous Client	4	159,450.00	637,800.00
NetVault Backup Dynamically Shared Device Option	4	173,400.00	693,600.00
NetVault Backup Hyper-V Plugin	6	170,880.00	1,025,280.00
SOLARWINDS			
SolarWinds Dameware Remote Support.	5	141,200.00	706,000.00
SolarWinds Orion Additional Polling Engine.	2	401,970.00	803,940.00
SolarWinds Orion HA.	3	242,360.00	727,080.00
SolarWinds Orion Netflow Traffic Analyzer – SLX	1	384,575.00	384,575.00
SolarWinds Orion Network Configuration Manager v7 - DL100.	1	197,580.00	197,580.00
SolarWinds Orion Network Performance Monitor SLX.	1	562,610.00	562,610.00
SolarWinds Server & Application Monitor – ALX.	1	642,960.00	642,960.00
SolarWinds Storage Resource Monitor (up to 300 disks).	1	361,635.00	361,635.00
SolarWinds Web Performance Monitor – WPM.	1	576,270.00	576,270.00
TOTAL			35,929,794.00

Name: Michael P. Valentino

Legal Capacity: Sales Director

Signature: 

Duly authorized to sign the Bid for and behalf of: Micro-D International, Inc.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Director Thea Marie Corinne Palarca, Administrative Service.</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> 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; and 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. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

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.

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.
3	<p>* In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;

Section VI. Schedule of Requirements
(Revised)

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

Item	Description	Delivery Date
1.	Manufacturer Certificate of Enrollment for a period of 12 months for the following:	Within thirty (30) calendar days from the receipt of Notice to Proceed (NTP)
	Network Components	
	Two (2) units of Cisco ISR 4451 Router with serial numbers FGL201510Q6 and FGL201510RM	
	Two (2) units of Dell Networking N4032F Switch with serial numbers 76TZX42 and B6TZX42	
	Two (2) units of Core Switch Dell Networking S6000-ON L3 with serial numbers 61YJ0Z1 and CR0WX42	
	Two (2) units of SAN Switch Dell Networking S5000 Converged with serial numbers 2FQNNW1 and HDQNNW1	
	Two (2) units of Load Balancer BIG-IP 4000s Local Traffic Manager with serial numbers f5-hzkk-cbpr and f5-lxen-ffor	
	One (1) unit of Management Switch Dell Networking N1548 (OOBM) with serial number 11KZX42	
	Four (4) units of MXL Switches Dell Blade XML Switches with serial numbers F17M7C2, F17N7C2, F17P7C2, and F17Q7C2	
	One (1) unit of Cisco Catalyst 2960-CX with serial number F0C2122Z5FR	
	Security Components	
	Two (2) units of External Firewall Juniper SRX1500 NGFW Appliance with serial numbers DB1916AK1477 and DB1916AK1478	
	One (1) unit of Juniper Management Juniper Junos Space 2500 with serial number 0319062016000058	
	Two (2) units of IPS HP Tipping Point S2600 NX IPS Appliance with serial numbers US62FY75X9 and PR39FY72D2	
	One (1) unit of HP Tipping Point SMS with serial number SVR-11-50R6-1K6W	

	Two (2) units of Internal Firewall Dell SonicWall NSA 6600 NGFW Appliance with serial numbers C0EAE4E209C0 and C0EAE4E2088C	2 licenses	
	Blade Servers		
	One (1) unit of Blade Chassis Dell PowerEdge M1000e Modular Blade Enclosure, 10U Chassis with serial number F11J7C2	1 license	
	Six (6) units of Blade Servers Dell PowerEdge M830 with serial numbers F16P7C2, F16Q7C2, F16R7C2, F17H7C2, F17J7C2 and F17K7C2. End date	6 licenses	
	Storage		
	Two (2) units of Compellent SC8000 Controller with serial numbers DCJR7C2 and DC2M7C2.	2 licenses	
	Six (6) units of Compellent SC220 Enclosure with serial numbers DC6P7C2, DC6M7P2, DCFR7C2, DCBM7C2, 53FCBS2 and 53GBBS2.	6 licenses	
	Backup System		
	One (1) unit of Backup Server Dell PowerEdge R430 with serial number 44G3YC2.	1 license	
	One (1) unit of Tape Library PowerVault TL4000 Tape Library with serial number BJGPDB2.	1 license	
	Management and Monitoring Solutions		
	One (1) unit of EMS Server - Dell PowerEdge R430 with serial number 4495YC2	1 license	
	One (1) unit of SolarWinds Server - Dell PowerEdge R730 with serial number DZGH7C2	1 license	
	One (1) unit of HP ArcSight EE7600-250 EPS Correlator Server Appliance with serial number SGH607WBC8	1 license	
	One (1) unit of HP ArcSight L3505 Logger Server Appliance with serial number SGH610VLDT	1 license	
	One (1) unit of HP ARST MC C6504 Connector Server Appliance with serial number SGH523VW44. End date	1 license	
2.	Software Licenses subscription and maintenance support for a period of 12 months for the following:		Within thirty (30) calendar days from the receipt of NTP
NETVAULT			
One (1) license for NetVault Backup Server Enterprise Capacity Edition for Windows	1 license		
Twenty-five (25) licenses for NetVault Backup Single Heterogeneous Client	25 licenses		


Two (2) licenses for NetVault Backup Plugin for SQL Server Cluster on Windows	2 licenses
Two (2) licenses for NetVault Backup File System Plugin Cluster Support	2 licenses
Three (3) licenses for NetVault Backup Single Tape Drive	3 licenses
Eight (8) licenses for NetVault BMR Single Client for Windows	8 licenses
Four (4) licenses for NetVault Backup Single Smartclient with Single Heterogeneous Client	4 licenses
Four (4) licenses for NetVault Backup Dynamically Shared Device Option	4 licenses
Six (6) licenses for NetVault Backup Hyper-V Plugin	6 licenses
SOLARWINDS	
Five (5) licenses for SolarWinds Dameware Remote Support.	5 licenses
Two (2) licenses for SolarWinds Orion Additional Polling Engine.	2 licenses
Three (3) licenses for SolarWinds Orion HA.	3 licenses
One (1) license for SolarWinds Orion Netflow Traffic Analyzer – SLX	1 license
One (1) license for SolarWinds Orion Network Configuration Manager v7 - DL100.	1 license
One (1) license for SolarWinds Orion Network Performance Monitor SLX.	1 license
One (1) license for SolarWinds Server & Application Monitor – ALX.	1 license
One (1) license for SolarWinds Storage Resource Monitor (up to 300 disks).	1 license
One (1) license for SolarWinds Web Performance Monitor – WPM.	1 license

MDi Response: Comply to all of the above statements

* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

Micro-D International, Inc. (MDi)
Name of Company/Bidder


Michael P. Valentino
Signature Over Printed Name
of Representative

November 17, 2020
Date


Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Specifications	Bidder's Statement of Compliance
I. Objective (see attached Annex A, item II)	Comply
II. Duration of the Contract (see attached Annex A, item III)	Comply
III. Firm Requirements (see attached Annex A, item IV)	Comply
IV. Scope of Work And Services (see attached Annex A, item V)	Comply
V. Service Level Agreement (see attached Annex A, item VI)	Comply
VI. Warranties of the Contractor (see attached Annex A, item VII)	Comply
VII. Confidentiality of Data (see attached Annex A, item VIII)	Comply
VIII. Terms of Payment (see attached Annex A, item IX)	Comply
IX. Pre-Termination of Contract (see attached Annex A, item X)	Comply

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

Micro-D International, Inc. (MDi)
Name of Company/Bidder


Michael P. Valentino
Signature Over Printed Name
of Representative

November 17, 2020
Date

Technical Specifications
(Revised)

I. PROJECT TITLE

Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses

II. OBJECTIVE

To ensure the continuity and reliability of the BTMS in terms of network support and comprehensive maintenance services for the ICT Equipment and its related components/peripherals.

III. DURATION OF THE CONTRACT

The contract duration for the Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses shall be for twelve (12) months corresponding to the period of subscription for the licenses and the manufacturer-enrollment of the equipment.

IV. FIRM REQUIREMENTS

The CONTRACTOR must have extensive experience in providing ICT facility management services, preferably in a government setting as well as expertise with various ICT disciplines and shall manifest the following:

- 4.1 **Must be operational for at least (5) years.**
- 4.2 **Must have Local Operations Center to monitor and manage the infrastructure.**
- 4.3 **Must have 24x7x365 local operations and support.**
- 4.4 **Must have more than 3 years of experience in providing managed services. Operations Center must also be housed in a data center grade facility compliant (certified) to industry best practices such as ISO 27001:2013 Information Security Management System (ISMS).**

V. *SCOPE OF WORK AND SERVICES*

- 5.1 **The CONTRACTOR shall provide the renewal of the following ICT Equipment maintenance and support services from the end of each warranty until the end of contract duration. A Manufacturer Certificate of Enrollment shall be submitted to the ICTSS within thirty (30) calendar days from the receipt of NTP.**

5.1.1 Network Components

- 5.1.1.1 Two (2) units of Cisco ISR 4451 Router with serial numbers FGL201510Q6 and FGL201510RM.**
End date: 30-Sep-20
- 5.1.1.2 Two (2) units of Dell Networking N4032F Switch with serial numbers 76TZX42 and B6TZX42.**
End date: 30-Sep-20
- 5.1.1.3 Two (2) units of Core Switch Dell Networking S6000-ON L3 with serial numbers 61YJ0Z1 and CR0WX42.**
End date: 01-Oct-20
- 5.1.1.4 Two (2) units of SAN Switch Dell Networking S5000 Converged with serial numbers 2FQNNW1 and HDQNNW1.**
End date: 30-Sep-20
- 5.1.1.5 Two (2) units of Load Balancer BIG-IP 4000s Local Traffic Manager with serial numbers f5-hzkk-cbpr and f5-lxen-ffor.**
End date: 30-Sep-20
- 5.1.1.6 One (1) unit of Management Switch Dell Networking N1548 (OOBM) with serial number 11KZX42.**
End date: 30-Sep-20
- 5.1.1.7 Four (4) units of MXL Switches Dell Blade XML Switches with serial numbers F17M7C2, F17N7C2, F17P7C2, and F17Q7C2.**
End date: 11-Nov-20
- 5.1.1.8 One (1) unit of Cisco Catalyst 2960-CX with serial number F0C2122Z5FR.**
End date: 30-Sep-20

5.1.2 Security Components

- 5.1.2.1 Two (2) units of External Firewall Juniper SRX1500 NGFW Appliance with serial numbers DB1916AK1477 and DB1916AK1478**
End date: 10-Nov-20
- 5.1.2.2 One (1) unit of Juniper Management Juniper Junos Space 2500 with serial number 0319062016000058.**
End date: 30-Sep-20
- 5.1.2.3 Two (2) units of IPS HP Tipping Point S2600 NX IPS Appliance with serial numbers US62FY75X9 and PR39FY72D2.**
End date: 30-Dec-20
- 5.1.2.4 One (1) unit of HP Tipping Point SMS with serial number SVR-11-50R6-1K6W –**
End date: 30-Dec-20
- 5.1.2.5 Two (2) units of Internal Firewall Dell SonicWall NSA 6600 NGFW Appliance with serial numbers C0EAE4E209C0 and C0EAE4E2088C.** End date: 08-Jun-21

5.1.3 Blade Servers

5.1.3.1 One (1) unit of Blade Chassis Dell PowerEdge M1000e Modular Blade Enclosure, 10U Chassis with serial number F11J7C2.

End date: 30-Sep-20

5.1.3.2 Six (6) units of Blade Servers Dell PowerEdge M830 with serial numbers F16P7C2, F16Q7C2, F16R7C2, F17H7C2, F17J7C2 and F17K7C2. End date: 30-Sep-20

5.1.4 Storage

5.1.4.1 Two (2) units of Compellent SC8000 Controller with serial numbers DCJR7C2 and DC2M7C2.

End date: 30-Sep-20

5.1.4.2 Six (6) units of Compellent SC220 Enclosure with serial numbers DC6P7C2, DC6M7P2, DCFR7C2, DCBM7C2, 53FCBS2 and 53GBBS2. End date: 30-Sep-20

5.1.5 Backup System

5.1.5.1 One (1) unit of Backup Server Dell PowerEdge R430 with serial number 44G3YC2.

End date: 14-Oct-20

5.1.5.2 One (1) unit of Tape Library PowerVault TL4000 Tape Library with serial number BJGPDB2.

End date: 30-Sep-20

5.1.6 Management and Monitoring Solutions

5.1.6.1 One (1) unit of EMS Server - Dell PowerEdge R430 with serial number 4495YC2.

End date: 14-Oct-20

5.1.6.2 One (1) unit of SolarWinds Server - Dell PowerEdge R730 with serial number DZGH7C2.

End date: 29-Sep-20

5.1.6.3 One (1) unit of HP ArcSight EE7600-250 EPS Correlator Server Appliance with serial number SGH607WBC8.

End date: 30-Sep-20

5.1.6.4 One (1) unit of HP ArcSight L3505 Logger Server Appliance with serial number SGH610VLDT.

End date: 30-Sep-20

5.1.6.5 One (1) unit of HP ARST MC C6504 Connector Server Appliance with serial number SGH523VW44.

End date: 30-Sep-20

5.2 The CONTRACTOR shall provide the renewal of the following Software Licenses subscription and maintenance support from the end of each warranty until the end of contract duration. Proof of license renewal shall be submitted to the ICTSS within thirty (30) calendar days from the receipt of NTP.

5.2.1 NETVAULT

- 5.2.1.1 One (1) license for NetVault Backup Server Enterprise Capacity Edition for Windows.**
- 5.2.1.2 Twenty-five (25) licenses for NetVault Backup Single Heterogeneous Client.**
- 5.2.1.3 Two (2) licenses for NetVault Backup Plugin for SQL Server Cluster on Windows.**
- 5.2.1.4 Two (2) licenses for NetVault Backup File System Plugin Cluster Support.**
- 5.2.1.5 Three (3) licenses for NetVault Backup Single Tape Drive.**
- 5.2.1.6 Eight (8) licenses for NetVault BMR Single Client for Windows**
- 5.2.1.7 Four (4) licenses for NetVault Backup Single Smartclient with Single Heterogeneous Client.**
- 5.2.1.8 Four (4) licenses for NetVault Backup Dynamically Shared Device Option.**
- 5.2.1.9 Six (6) licenses for NetVault Backup Hyper-V Plugin.**

All NETVAULT End date: 30-Sep-20

5.2.2 SOLARWINDS

- 5.2.2.1 Five (5) licenses for SolarWinds Dameware Remote Support.**
- 5.2.2.2 Two (2) licenses for SolarWinds Orion Additional Polling Engine.**
- 5.2.2.3 Three (3) licenses for SolarWinds Orion HA.**
- 5.2.2.4 One (1) license for SolarWinds Orion Netflow Traffic Analyzer – SLX.**
- 5.2.2.5 One (1) license for SolarWinds Orion Network Configuration Manager v7 - DL100.**
- 5.2.2.6 One (1) license for SolarWinds Orion Network Performance Monitor SLX.**
- 5.2.2.7 One (1) license for SolarWinds Server & Application Monitor – ALX.**
- 5.2.2.8 One (1) license for SolarWinds Storage Resource Monitor (up to 300 disks).**
- 5.2.2.9 One (1) license for SolarWinds Web Performance Monitor – WPM.**

All Solarwinds End date: 30-Sep-20

5.3 The CONTRACTOR must provide the following Maintenance and Support Services within thirty (30) calendar days from the receipt of NTP.

- 5.3.1 The CONTRACTOR shall maintain the BTMS Services at an availability level of 99.95% to be measure 24x7, with an allowable downtime of twenty-one (21) minutes per month.**
- 5.3.2 The CONTRACTOR shall report any issue related to all ICT Equipment and its components/peripherals to the ICTSS and respective maintenance group for necessary action. Problem and resolution shall be logged in the BTMS Help Desk Facility.**

5.3.3 The CONTRACTOR must ensure that the following will be provided by its respective maintenance group to maintain the functionality of all ICT Equipment and Software mentioned in Section 5.1 and 5.2:

5.3.3.1 Must be able to provide a 3-tier support:

5.3.3.1.1 Local reseller as the first-level support

5.3.3.1.2 Distributor as the second-level support

5.3.3.1.3 Principal as the third-level of support

5.3.3.2 Resolve every problem on both software and hardware components mentioned above within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM.

5.3.3.3 Replace the defective parts/accessories of the same or better brand, model features, quality, and functionalities if not repaired within the allowable resolution time of four (4) hours during the subscription period at no additional cost to the DBM.

5.3.3.4 Provide service unit of at least the same brand, model, features, and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within four (4) hours from the time the problem has been reported for the equipment undergoing repair during the subscription period.

However, mandatory replacement of defective units with a brand-new unit of the same or better brand or model shall be made, if not repaired beyond one (1) month from the time the service unit was provided, at no additional cost to the DBM.

5.3.4 The CONTRACTOR shall provide the following services which include the installation, configuration, maintenance, operation and support of all network devices. This also covers the redundant connectivity from CONTRACTOR's operations center to DBM data center. The end-to-end connectivity must always be available and reliable.

5.3.4.1 Must provide 24x7 infrastructure availability (up, down) and performance monitoring (utilization and health) on network components such as but not limited to:

5.3.4.1.1 Edge Routers, Core Switches, Access Switches

5.3.4.1.2 Resources like CPU, memory, network usage of both physical server and virtual servers.

5.3.4.1.3 Network traffic and service/application performance like database, web service, storage and others.

5.3.4.2 Must establish logical baselines for alerts specially for critical devices/ equipment.

5.3.4.3 Must have the capability to perform deep packet inspection, bandwidth distribution and utilization analysis for troubleshooting.

5.3.4.4 Should proactively notify the respective SPOC of the issues for mitigation (i.e. BW/CPU over-utilization/ 85% volume consumptions).

5.3.4.5 Must have at least one (1) primary monitoring tool across their infrastructure for faster correlation that performs the following:

5.3.4.5.1 View of Historical Data, Performance and Availability

5.3.4.5.2 View History of Configuration Event

5.3.4.5.3 Configuration and Backup Management

5.3.4.6 Must have real time performance monitoring and recording of historical report on the following bandwidth utilization:

5.3.4.6.1 Telco Links

5.3.4.6.2 Firewall and IPS Interfaces

5.3.4.6.3 Router Interfaces

5.3.4.6.4 Switch Uplinks

5.3.4.6.5 Other SNMP, Flow or WMI-enabled Equipment

5.3.4.6.6 Network Performance such as Packet drops, Packet Loss, Packet Error

5.3.4.6.7 Application Latency/ Delay

5.3.4.6.8 Server Delay

5.3.4.7 Must provide Level 1 troubleshooting capabilities for network such as:

5.3.4.7.1 Connectivity Checks

5.3.4.7.2 Performance Checks

5.3.4.7.3 Isolation

5.3.5 The CONTRACTOR shall provide the following Server/Back-up Monitoring and Management.

5.3.5.1 Must provide 24x7 server monitoring (physical or virtual) of windows and linux applications and operating systems at Network Operations Center (NOC) such as but not limited to:

5.3.5.1.1 Availability – Up, Down

5.3.5.1.2 Performance – Server Health, Utilization

5.3.5.1.2.1 CPU – an average of 75% utilization

5.3.5.1.2.2 Memory – an average of 80% utilization

5.3.5.1.2.3 Disk – maximum of 80% utilization

5.3.5.1.3 Critical Server Applications / Services - Running, Not Running

5.3.5.2 Must provide installation, configuration, troubleshooting support services such as but not limited to:

- 5.3.5.2.1 Server Operating System Builds including Upgrades**
- 5.3.5.2.2 Server Optimization and Migration**
- 5.3.5.2.3 Installation of Applications and Services**
- 5.3.5.2.4 Coordination with Different Team for New Deployments**
- 5.3.5.2.5 Server Log Analysis and Resolution**

5.3.5.3 Must provide security maintenance services such as but not limited to:

- 5.3.5.3.1 Server Hardening (Windows, Linux)**
- 5.3.5.3.2 Patch Management (Acquiring and Installing Patches)**

5.3.5.4 Must provide hardware support and management services such as but not limited to:

- 5.3.5.4.1 Administration and Troubleshooting**
- 5.3.5.4.2 Configuration Changes, if necessary**
- 5.3.5.4.3 Support & Replacement (with RMA), in case of failure**
- 5.3.5.4.4 Break-fix Remediation (with RMA), if necessary**

5.3.5.5 Must provide back-up and restore services

- 5.3.5.5.1 Restoration and integrity testing of backups**
- 5.3.5.5.2 Server Preventive Maintenance**

5.3.5.6 Shall be able to resolve administration and operation (Systems, Database, Network, and Back-up) issues raised within four (4) hours after it was reported at BTMS Help Desk Facility.

5.3.6 The SERVICE PROVIDER shall provide support and administration for all network hardware and security devices, operating systems, cable connection and other products related to network and network security. This includes the processes and documentation based on ITIL guidelines and principles.

5.3.6.1 Must have at least 3 level of approvals before changes in the configuration of the client devices can be implemented.

5.3.6.2 Must have the capability to build relationships between configuration items and map service to the infrastructure to have a better view on what is impacted by the change or service request.

5.3.6.3 Must provide notification before and after activities as part of service request or change request.

5.3.6.4 Must coordinate and troubleshoot with 3rd party partners of the client, if necessary, to deliver end-to-end IT services for seamless user experience.

5.3.6.5 Must perform maintenance on all local network infrastructure components in line with the equipment manufacturers and/or the DBM's guidelines and ensure that configuration is in-line with best practices and firmware are kept current and secured.

5.3.6.6 Must remediate and troubleshoot of faults during installation and operations.

5.3.6.7 Must administer the cable and patch panel management and perform patching to resolve problems or reconfigure the LAN/WAN.

5.3.6.8 Must ensure that any maintenance action leading to a scheduled outage or a noticeable degradation of service is planned via the appropriate Change and Release Process in order to minimize disruption to the service.

5.3.6.9 Shall make recommendations on patches released by manufacturers.

5.3.6.10 Must ensure that users on the network are prevented from making malicious attacks on the network.

5.3.6.11 Must perform a periodic health check on all hardware.

5.3.6.12 Shall implement and manages access and authentication controls on all network components.

5.3.6.13 Shall provide 24x7 services such as install, configure, support and manage all network and security components, operating system and other software products related to in-scoped devices such as the following:

5.3.6.13.1 Firewall and IPS

5.3.6.13.2 Routers

5.3.6.13.3 Switches

5.3.6.13.4 Wireless Access Points/Controller

5.3.7 Shall provide the following as part of the service engagement output:

5.3.7.1 Must provide monthly Technical and Service Reports to be submitted every first week of the subsequent month covering the following items but not limited to:

5.3.7.1.1 Service Level Agreement (SLA) Reports

5.3.7.1.2 Incident, Problem, and Change Reports

5.3.7.1.3 Technical Performance Reports including Network Traffic Performance, Downtime, Uptime and Usage

5.3.7.1.4 Trending Analysis and Performance

5.3.7.1.5 Pre-determined time of proper and/or coordinated shutdown of various ICT Equipment (servers, routers, switches, etc.).

5.3.7.1.6 Resource Utilization

5.3.7.1.7 Health Status (e.g. performance, updates/upgrade, recommendations)

5.3.7.1.8 Aggregation and consolidation of various audit logs

5.3.7.1.9 Security Assessment (network incidents, security incidents, vulnerability report, root-cause-analysis)

5.3.7.1.10 Back-up Status Report

5.3.7.1.11 All Issues encountered/reported problem and its resolution

5.3.7.2 Incident Management - Escalation or restoration of services to minimize the adverse impact on the business operations.

5.3.7.3 Problem Management - Minimize the adverse impact of incidents and problems on the business that are caused by underlying errors within the IT infrastructure and proactively prevent recurrence of incidents related to these errors.

5.3.7.4 Change Management - Change management process will be agreed upon before any changes in the IT infrastructure will be implemented.

5.3.7.5 Vendor Management - Close coordination with client's partner i.e. telco and equipment supplier, if incident is related to them, for ticket status update until incident resolution.

5.3.7.6 Continuous Service Improvement to deliver technology, process and people improvement as aligned with client's operations strategy.

A Certificate of Acceptance shall be issued by the ICTSS once all the requirements are fully met by the CONTRACTOR.

VI. SERVICE LEVEL AGREEMENT

6.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages, as charged against its performance security, for their non-compliance.

Component	Description	Liquidated Damages
6.1.1 Provision of License/s	The CONTRACTOR shall provide the renewal of the licenses and maintenance support services mentioned in item 5.1, 5.2 and 5.3 from the end of each warranty until the end of contract duration. A Manufacturer Certificate of Enrollment/ Proof of License renewal shall be submitted to the ICTSS within thirty (30) calendar days from the receipt of NTP.	One (1) % of the total contract price shall be deducted per day of delay.
6.1.2 BTMS Services Availability	The CONTRACTOR shall maintain the BTMS Services at an availability level of 99.95% to be measure 24x7, with an allowable downtime of twenty-one (21) minutes per month.	1/10th of 1% of the total contract price shall be imposed per hour of systems/solutions unavailability in exceed to 21 minutes downtime per month.
6.1.3 Technical Support	Resolve every problem on both software and hardware components mentioned above within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is	1/10 th of 1% of the total contract price shall be imposed per hour of delay.

	resolved by the CONTRACTOR to the satisfaction of the DBM.	
6.1.4 Replacement of Parts	The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality, and functionalities if not repaired within the allowable resolution time of four (4) hours during the subscription period at no additional cost to the DBM as specified in item 5.3.3.3.	1/10th of 1% of the total contract price shall be imposed per hour of delay.
6.1.5 Service Unit	The CONTRACTOR shall provide service unit of at least the same brand, model, features, and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within four (4) hours from the time the problem has been reported for the equipment undergoing repair during the subscription period as specified in item 5.3.3.4.	1/10th of 1% of the total contract price shall be imposed per hour of delay.
6.1.6 Provision of System Backup	Must provide back-up and restore services as required in item 5.3.5.	1/10th of 1% of the total contract price shall be imposed per day of every backup not performed.
6.1.7 Systems Administration	Shall be able to resolve administration and operation (Systems, Database, Network, and Back-up) issues raised within four (4) hours after it was reported at BTMS Help Desk Facility.	1/10th of 1% of the total contract price shall be imposed per hour of delay.

VII. WARRANTIES OF THE CONTRACTOR

- 7.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.

- 7.2 The CONTRACTOR warrants represent and undertake the reliability of the services and that their manpower complements are hardworking, qualified/reliable, and dedicated to doing the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound.
- 7.3 The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses, or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all fees or charges payable to any instrumentality of government or any other duly constituted authority relating to the use or operation of the installation.
- 7.4 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 7.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 7.6 The CONTRACTOR shall be liable for loss, damage, or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any liabilities arising therefrom.
- 7.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest of the contract.
- 7.8 The CONTRACTOR shall provide a services which shall include technical support, systems administration, network administration, incident response, provision of service unit, parts replacement for the hardware/appliance, preventive maintenance and monthly reports which shall be covered by Performance Security Bond equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the warranty period. Provided, however, that the goods supplied are free from patent and latent defect and all conditions imposed under the contract have been fully met.

The subscription period shall commence on the day the DBM issues the Certificate of Acceptance.

VIII. CONFIDENTIALITY OF DATA

- 8.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 8.2 The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. The CONTRACTOR furthermore agrees not to reproduce, translate, or disclose the Proprietary Information to third parties without the prior written approval of the DBM.

IX. TERMS OF PAYMENT

- 9.1 The CONTRACTOR shall be paid upon provision of licenses and support services of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 9.2 The CONTRACTOR shall be paid from submission of the following documentary requirements:
- 1.2.1 Billing Statement/ Statement of Account
 - 1.2.2 Manufacturer Certificate of License Enrollment
 - 1.2.3 Certificate of Acceptance issued by the ICTSS
 - 1.2.4 Non-Disclosure Agreement
- 9.3 No advance payment shall be made as provided for in Section 88 of Presidential Decree No. 1445 (Government Auditing Code of the Philippines).

X. PRE-TERMINATION OF CONTRACT

- 10.1 The contract for the Maintenance and Support Services for BTMS Equipment and Licenses may be pre-terminated by the DBM for any violation of the terms of the contract. In the case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days before such pre-termination.
- 10.2 In the case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.
- 10.3 The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.

MDI Response: Comply to all of the statement above.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

MR. MICHAEL P. VALENTINO

Sales Director
Micro-D International, Inc.
11F, MDI Corporate Center
39th St. corner 10th Avenue
Bonifacio Global City
Taguig, Metro Manila

Dear **Mr. Valentino:**

We are pleased to inform you that the contract for the Project, "Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses," is hereby awarded to Micro-D International, Inc. in the amount of P35,929,794.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management, in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the Department of Budget and Management.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



Received by:

MICHAEL VALENTINO


RAISAN PARAS


12/17/2020

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: DBM-2020-42

To: Department of Budget and Management
General Solano Street, San Miguel, Manila.

I, the undersigned, declare that:

1. I understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I accept that I will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I have violated my/our obligations under the Contract.
3. I understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

18 DEC 2020

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of December 2020 at MAKATI CITY, Philippines.


Mr. Michael P. Valentino

Sales Director / Authorized Representative
(Signature Over Printed Name)
Affiant


SUBSCRIBED AND SWORN to before me this **18 DEC 2020** day of December 2020 at **MAKATI CITY**, Philippines.

Affiant exhibited to me his Social Security System (SSS) ID with his photograph and signature appearing thereon, with no. with No: 33-4126004-3 and his Community Tax Certificate No. CCI2018 26490550 issued on January 9, 2020 at City of Marikina.

Witness my hand and seal this **18 DEC 2020** day of December 2020.

Name of Notary Public
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____, (date issued), (place issued)
IBP No. _____, (date issued), (place issued)

Doc. No _____
Page No _____
Book No _____
Series of 2020 _____


ATTY. RAYMOND A. RAMOS
COMMISSION NO M-239
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2020
NO. 15 J.P. RIZAL EXTN COR. TANGUILE ST
COMEMBO, MAKATI CITY
SC Roll No. 62179/04-26-2013
IBP NO. 100581/01-02-2020/Pasig City
PTR NO. MKT 8116095/01-02-2020/Makati City
MCLE Compliance No. VI-0007878/4-06-2018

