

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT

GENERAL SOLANO STREET, SAN MIGUEL, MANILA

SUPPLEMENTAL/BID BULLETIN (SBB) NO. 1

This SBB No. 1 dated November 5, 2019 for the Project, "ICT Equipment Licenses and Support Services," is issued to clarify, modify or amend items in the Bidding Documents. Accordingly, this shall form an integral part of said Documents.

PARTICULARS

Section 1. Invitation to Bid

1. The Department of Budget and Management (DBM), through the authorized appropriations under the FY 2020 National Expenditure Program, intends to apply the sum of Thirty Six Million Pesos (P36,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Project, "ICT Equipment Licenses and Support Services," consisting of four (4) lots. Bids received in excess of the ABC shall be automatically rejected at bid opening.

CLARIFICATION/AMENDMENTS

Section 1. Invitation to Bid

1. The Department of Budget and Management (DBM), through the authorized appropriations under the FY 2020 National Expenditure Program, intends to apply the sum of Thirty Six Million Pesos (P36,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Project, "ICT Equipment Licenses and Support Services," consisting of four (4) six (6) lots. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot	Particulars	ABC
1.	Licenses and Support Services for Fortinet Next Generation Firewall	P 29,040,000.00
	Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System	
	Licenses and Support Services for F5 Distributed Denial-of- Service Protection and Web Application Firewall	
2.	Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring	P 1,165,000.00
3.	License and Support Services for Forescout Network Access Control	P 2,955,000.00
4.	License and Support Services for Bluecoat PacketShaper	P 2,840,000.00
	Total	P 36,000,000.00

Lot	Particulars	ABC
1.1	Licenses and Support	P-29,040,000.00
	Services for Fortinet Next	P 4, 950,000.00
	Generation Firewall	·
	Licenses and Support Services	
	for Pale Alte Intrusion	
	Detection and Prevention	
.	System	
	Licenses and Support Services	
	for F5 Distributed Denial of	
İ	Service Protection and Web	
	Application Firewall	
2.	Licenses and Support	P 11,010,000.00
	Services for Palo Alto	•
ļ	Intrusion Detection and	
•	Prevention System	
3.	Licenses and Support	P 13,080,000.00
	Services for F5 Distributed	•
:	Denial-of-Service Protection	
	and Web Application Firewall	
2.4.	Licenses and Support	P 1,165,000.00
	Services for Solarwinds	
	Network Analyzer and	
:	Performance Monitoring	

YYYY

5. A complete set of Bidding Documents may be acquired by interested Bidders on October 22, 2019 from the address below and upon payment of a fee in the amount of Twenty Five Thousand Pesos (P25,000.00) for Lot 1, Five Thousand Pesos (P5,000.00) for Lot 2, Five Thousand Pesos (P5,000.00) for Lot 3, and Five Thousand Pesos (P5,000.00) for Lot 4.

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Section III. Bid Data Sheet

1.2. This bidding shall have four (4) lots, as follows: Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall

Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System

Licenses and Support Services for F5 Distributed Denial-of Service Protection and Web Application Firewall

- Lot 2 Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring
- Lot 3 License and Support Services for Forescout Network Access Control
- Lot 4 License and Support Services for Bluecoat Packet Shaper

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5.4 xxxx

Similar contract shall refer to *License and Support Services* for the following:

Lot 1:

 Fortinet Next Generation Firewall, Palto Alto Intrusion Detection and Prevention System, F5 Distributed Denial-of-Service Protection and Web Application Firewall.

3. 5. 4. 6.	License and Support Services for Forescout Network Access Control License and Support Services for Bluecoat PacketShaper	P 2,955,000.00 P 2,840,000.00
	Total	P 36,000,000.00

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5. A complete set of Bidding Documents may be acquired by interested Bidders on October 22, 2019 from the address below and upon payment of a fee in the amount of Twenty Five Thousand Pesos (P25,000.00) for Lot 1, Five Thousand Pesos (P5,000.00) for Lot 2, Five Thousand Pesos (P5,000.00) for Lot 3, and Five Thousand Pesos (P5,000.00) for Lot 1, Twenty Five Thousand Pesos (P5,000.00) for Lot 1, Twenty Five Thousand Pesos (P25,000.00) for Lot 2, Twenty Five Thousand Pesos (P25,000.00) for Lot 3, Five Thousand Pesos (P5,000.00) for Lot 4, Five Thousand Pesos (P5,000.00) for Lot 5, and Five Thousand Pesos (P5,000.00) for Lot 6.

Section III. Bid Data Sheet

1.2. This bidding shall have four (4) six (6) lots, as follows: Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall

Licenses and Support Services for Pale Alto Intrusion Detection and Prevention System

Licenses and Support Services for F5 Distributed Denial of Service Protection and Web Application Firewall

- Lot 2 Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System
- Lot 3 Licenses and Support Services for F5 Distributed Denial-of Service Protection and Web Application Firewall
- Lot 2 4 Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring
- Lot 3 5 License and Support Services for Forescout Network Access Control
- Lot 4-6 License and Support Services for Bluecoat Packet Shaper

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5.4 xxxx

Similar contract shall refer to License and Support Services for the following:

Lot 1:

 Fortinet Next Generation Firewall, Palto Alto Intrusion Detection and Prevention System, F5 Distributed Denial-of-Service Protection and Web Application Firewall.

Lot 2:

Solarwinds Network Analyzer and Performance Monitoring.

Lot 3:

Forescout Network Access Control.

Lot 4:

Bluecoat Packet Shaper.

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13.2 The ABC is Thirty Six Million Pesos (P36,000,000.00),

consisting of four (4) lots, as follows:

Lot	Particulars	ABC
1.	Licenses and Support Services for Fortinet Next Generation Firewall	P 29,040,000.00
	Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System	
	Licenses and Support Services for F5 Distributed Denial-of- Service Protection and Web Application Firewall	
2.	Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring	P 1,165,000.00
3.	License and Support Services for Forescout Network Access Control	P 2,955,000.00
4.	License and Support Services for Bluecoat PacketShaper	P 2,840,000.00
	Total	P 36,000,000.00

Lot 2:

Palo Alto Intrusion Detection and Prevention System.

Lot 3:

F5 Distributed Denial-of-Service Protection and Web Application Firewall.

Lot 2-4:

Solarwinds Network Analyzer and Performance Monitoring.

Lot 3-5:

Forescout Network Access Control.

Lot 4-6:

Bluecoat Packet Shaper.

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13.2 The ABC is Thirty Six Million Pesos (P36,000,000.00),

consisting of four (4) six (6) lots, as follows:

Particulars	ABC
	P-29,040,000.00
for Fortinet Next Generation	P 4, 950,000.00
Firewall	
Licenses and Support Services	
for Palo Alto Intrusion	
Detection and Prevention	
System	
Licenses and Support Services	
for F5 Distributed Denial-of-	
Service Protection and Web	
Application Firewall	
Licenses and Support	P 11,010,000.00
Services for Palo Alto	, ,
Intrusion Detection and	
Prevention System	
Licenses and Support	P 13,080,000.00
Services for F5 Distributed	
Denial-of-Service Protection	
and Web Application Firewall	
Licenses and Support Services	P 1,165,000.00
for Solarwinds Network	
Analyzer and Performance	
Monitoring	
	P 2,955,000.00
License and Support Services	P 2,840,000.00
for Bluecoat PacketShaper	
Tot Elivery I would be pro-	
Total	P 36,000,000.00
	Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring License and Support Services for Forescout Network Access Control

18.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

Lot 1 (ABC = P29,040,000.00)

1. The amount of not less than P580,800.00 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

2. The amount of not less than P1,452,000.00 [5% of ABC] if bid security is in Surety Bond.

Lot 2 (ABC = P1,165,000.00)

A. The amount of not less than P23,300.00 [2% of ABC], 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 P58,250.00 [5% of ABC] if bid security is in Surety Bond.

Lot 3 (ABC = P2,955,000.00)

A. The amount of not less than P59,100.00 [2% of ABC], 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 P147,750.00 [5% of ABC] if bid security is in Surety Bond.

Lot 4 (ABC = P2,840,000.00)

A. The amount of not less than P56,800.00 [2% of ABC], 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 P142,000.00 [5% of ABC] if bid security is in Surety Bond.

18.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

Lot 1 (ABC = P29.040.000.00) (ABC = P4.950.000.00)

1. The amount of not less than P580,800.00 P99,000.00 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than P1,452,000.00 P247,500.00 [5% of ABC] if bid security is in Surety Bond.

Lot | 2 (ABC = P11,010,000,00)

A. The amount of not less than P220,200.00 [2% of ABC], 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 P550,500.00 [5% of ABC] if bid security is in Surety Bond.

$Lot^{\dagger}3$ (ABC = P13,080,000.00)

A. The amount of not less than P261,600.00 [2% of ABC], 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 P654,000.00 [5% of

ABC[if bid security is in Surety Bond.

Lot 24 (ABC = P1,165,000.00)

A. The amount of not less than P23,300.00 [2% of ABC], 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 P58,250.00 [5% of

ABC] if bid security is in Surety Bond.

Lot 3.5 (ABC = P2,955,000.00)

A. The amount of not less than P59,100.00 [2% of ABC], 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 P147,750.00 [5% of ABC] if bid security is in Surety Bond.

Lot 4-6 (ABC = P2,840,000.00)

A. The amount of not less than P56,800.00 [2% of ABC], 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 P142,000.00 [5% of ABC] if bid security is in Surety Bond.

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Attached are the Revised Section VI. Schedule of Requirements, Section VII. Technical Specifications, Section VIII. Bidding Forms, Statement of Single Largest Completed Contract and Annex "A."

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Other matters:

- > The "No Contact Rule" shall be strictly observed. Bidders are not allowed to call or talk to any member of the Bids and Awards Committee, Technical Working Group or Secretariat effective November 12, 2019 right after the opening of bids.
- > For guidance and information of all concerned.

ACHILLES GERARD C. BRAVO Assistant Secretary

Chairperson, DBM-BAC

(Revised)

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

Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall.

Item	Description		Delivery Date
1.	Fortinet Next Generation Firewall		Within fourteen (14)
•	FortiGate 1000C with serial numbers:	2 licenses	calendar days upon receipt of
	• FGT1KC3914801270	(Subscription period from	the Notice to Proceed (NTP)
	• FGT1KC3914802580	March I, 2020 to January 31,	Troccea (TVII)
	And with the following features	2022; see attached Revised Annex	
	IPS and Application Control	A, item III)	
	Anti-Virus		
	Web Filtering		
	Sixteen (16) units of Fortigate-90D with serial numbers:	16 licenses	
	• FGT90D3Z13004962	(Subscription period from March 1, 2020 to	
	• FGT90D3Z14000664	January 31, 2022; see	
	• FGT90D3Z14000738	attached Revised Annex	
	• FGT90D3Z14007845	A, item III)	
	• FGT90D3Z14000938		
	• FGT90D3Z14000781		
	• FGT90D3Z14001148		
	• FGT90D3Z14000666		
	• FGT90D3Z14008123		
	• FGT90D3Z14000632		

	• FGT90D3Z14000764		
	• FGT90D3Z14000765		
	• FGT90D3Z14000737	·	
	• FGT90D3Z14000727		
	• FGT90D3Z15001108		
	• FG90DP3Z16001668		
	And with the following features:		
	IPS and Application Control		
	Anti-Virus		
	Web Filtering		
	One (1) unit of FortiManager-300D with serial number FM300D3M14000089.	1 license	
	One (1) unit of FortiAnalyzer-300D with serial number FL300D3M14000378	(Subscription period from March 1, 2020 to January 31, 2022; see attached Revised Annex A, item III)	
		(Subscription period from March 1, 2020 to January 31, 2022; see attached Revised Annex	
		A, item III)	
2.	Submission of copy of certificates for the foll Professionals that will attend the maintenan services:		Certificates must be submitted in the submission
	 Fortinet Certified Network Security Exp 7; and CISCO Certified Network Professional switching) 		of bid documents and will be subject for post qualification

I hereby certify to comply and deliver all the above requirements. Name of Company/Bidder Signature Over Printed Name of Representative Date

(Revised)

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

Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System

			1
Item	Description		Delivery Date
1.	Palo Alto Intrusion Detection and Prevention	Within	
	System		fourteen (14)
	numbers:	2 licenses	calendar days upon receipt of
	• 016401002571; and	(Subscription period from March 23,	the Notice to Proceed (NTP)
	016401002749	2020 to January 31, 2022; see attached	
	And with the following features:	Revised Annex A, item III)	
	Wildfire Sandboxing	,	
	AutoFocus Threat Intelligence		!
	Threat Prevention		
	URL Filtering		
	serial number 017607001052	1 license (Subscription period from	
		March 23, 2020 to January 31, 2022; see	
		attached Revised Annex A, item	
2.	Submission of copy of certificates for the follow Professionals that will attend the maintenance services:		Certificates must be submitted in the submission
	 Palo Alto Networks Certified Networks Administrator (PCNSA); and 	ork Security	of bid documents and

CISCO Cer switching).	tified Network	Professional	(routing	and	will be subject for post qualification
I hereby certify to comply and deliver all the above requirements.					
Name of Company/Bidder	Signature Over	Printed Name	of Repres	sentati	ve Date

(Revised)

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

Lot 3 - Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall

Item	Description		Delivery Date
1.	F5 Distributed Denial-of-Service Protection and W Application Firewall	Veb	Within fourteen (14)
	Silverline DDoS Protection and Web Application Firewall with the following features: One (1) x F5 Silverline WAF Managed Ten (10) x F5 Silverline WAF Qualified Domain Name Fifty (50) Mbps F5 Silverline WAF Throughput Two (2) units of F5 BIG-IP i4800 Best Bundle with serial number SMZD-YLVI and UECG-KUFG.	on and Web Application 1 license ng features: erline WAF Managed	calendar days upon receipt of the Notice to Proceed (NTP)
2.	Submission of copy of certificates for the follow Professionals that will attend the maintenance services: • F5 Certified Technical Specialist; and • CISCO Certified Network Professional switching).	and support	Certificates must be submitted in the submission of bid documents and will be subject for post qualification

I hereby certify to comply and deliver all the above requirements.					
Name of Company/Bidder	Signature Over Printed Name of Representative	Date			

(Revised)

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

Lot 4 - License and Support Services for Solarwinds Network Analyzer and Performance Monitoring

Item	Description		Delivery Date
1.	Solarwinds Network Analyzer and Performan	Within fourteen (14)	
	Orion Netflow Traffic Analyzer Orion Network Performance Monitoring	1 license (Subscription period from March 1, 2020 to January 31, 2022; see attached Revised Annex A, item III) 1 license (Subscription period from	calendar days upon receipt of the Notice to Proceed (NTP)
		March 1, 2020 to January 31, 2022; see attached Revised Annex A, item III)	
2.	Submission of copy of certificates for the foll Professionals that will attend the maintenant services: • Solarwinds Certified Professional (SCP); • CISCO Certified Network Professional switching).	ce and support	Certificates must be submitted in the submission of bid documents and will be subject for post qualification

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

Name of Company/Bidder	Signature Over Printed Name of Representative	Date

(Revised)

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

Lot 5 - License and Support Services for Forescout Network Access and Control

Item	Description		Delivery Date
-1.	Forescout Network Access and Control		Within fourteen (14)
	One (1) unit of Forescout CounterACT with serial number D17K700JA00240AN	Subscription period from February 1, 2020 to January 31, 2022; see attached Revised Annex A, item III)	calendar days upon receipt of the Notice to Proceed (NTP)
2.	Submission of copy of certificates for the follo Professionals that will attend the maintenance services: • Forescout Certified Engineer (FCE); and • CISCO Certified Network Professional switching).	e and support	Certificates must be submitted in the submission of bid documents and will be subject for post qualification

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

Name of Company/Bidder	Signature Over Printed Nan	ne of Repr	esentative	Date
•	: · · · · · · · · · · · · · · · · · · ·		<u> </u>	

(Revised)

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

Lot 6 - License and Support Services for Bluecoat PacketShaper

Item	Description	Delivery Date
1.	Bluecoat PacketShaper One (1) unit of Bluecoat PacketShaper S400 with serial number 3817320245 (Subscription period from March 1, 2020 to January 31, 2022; see	Within fourteen (14) calendar days upon receipt of the Notice to Proceed (NTP)
	attached Revised Annex A, item III)	
2.	Submission of copy of certificates for the following Certified Professionals that will attend the maintenance and support services: • Bluecoat PacketShaper Specialist; an • CISCO Certified Network Professional (routing and switching).	Certificates must be submitted in the submission of bid documents and will be subject for post qualification

I hereby certify to comply and deliver all the above requirements.		
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

(Revised)

Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall

	Specifications	Bidder's Statement of Compliance
I.	Duration of Contract (see attached Revised Annex A, item III)	
II.	Scope of Work and Services (see attached Revised Annex A, item IV, 4.1)	
III.	Service Level Agreement (see attached Revised Annex A, item V)	
IV.	Warranties of the Contractor (see attached Revised Annex A, item IV)	
v.	Confidentiality of Data (see attached Revised Annex A, item VII)	
VI.	Terms of Payment (see attached Revised Annex A, item VIII)	
VII.	Pre-Termination of Contract (see attached Revised Annex A, item IX)	

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I hereby certify to com	ply with all the above Technical Specificati	ons.
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

(Revised)

Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System

	Specifications	Bidder's Statement of Compliance
ı.	Duration of Contract (see attached Revised Annex A, item III)	
II.	Scope of Work and Services (see attached Revised Annex A, item IV, 4.2)	
III.	Service Level Agreement (see attached Revised Annex A, item V)	
IV.	Warranties of the Contractor (see attached Revised Annex A, item IV)	
v.	Confidentiality of Data (see attached Revised Annex A, item VII)	
VI.	Terms of Payment (see attached Revised Annex A, item VIII)	
VII.	Pre-Termination of Contract (see attached Revised Annex A, item IX)	

I hereby certify to comply with all the above Technical Specifications.		ions.
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

(Revised)

Lot 3 - Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall

,	Specifications	Bidder's Statement of Compliance
I.	Duration of Contract (see attached Revised Annex A, item III)	
П.	Scope of Work and Services (see attached Revised Annex A, item IV, 4.3)	
III.	Service Level Agreement (see attached Revised Annex A, item V)	
IV.	Warranties of the Contractor (see attached Revised Annex A, item IV)	
v.	Confidentiality of Data (see attached Revised Annex A, item VII)	
VI.	Terms of Payment (see attached Revised Annex A, item VIII)	
VII.	Pre-Termination of Contract (see attached Revised Annex A, item IX)	

Warranties of the Contractor (see	e attached Revised Annex A, item IV)
Confidentiality of Data (see attack	hed Revised Annex A, item VII)
Terms of Payment (see attached I	Revised Annex A, item VIII)
Pre-Termination of Contract (see	e attached Revised Annex A, item IX)
I hereby certify to comply w	vith all the above Technical Specifications.
Name of Company/Bidder Sign	nature Over Printed Name of Representative Date

(Revised)

Lot 4 - License and Support Services for Solarwinds Network Analyzer and Performance Monitoring

	Specifications	Bidder's Statement of Compliance
I.	Duration of Contract (see attached Revised Annex A, item III)	
II.	Scope of Work and Services (see attached Revised Annex A, item IV, 4.4)	
m.	Service Level Agreement (see attached Revised Annex A, item V)	
IV.	Warranties of the Contractor (see attached Revised Annex A, item IV)	
v.	Confidentiality of Data (see attached Revised Annex A, item VII)	
VI.	Terms of Payment (see attached Revised Annex A, item VIII)	
VII.	Pre-Termination of Contract (see attached Revised Annex A, item IX)	

I hereby certify to com	ply with all the above Technical Specificati	ons.
Name of Company/Ridder	Signature Over Printed Name of Representative	Date

(Revised)

Lot 5 - License and Support Services for Forescout Network Access and Control

	Specifications	Bidder's Statement of Compliance
I.	Duration of Contract (see attached Revised Annex A, item III)	
II.	Scope of Work and Services (see attached Revised Annex A, item IV, 4.5)	
III.	Service Level Agreement (see attached Revised Annex A, item V)	
IV.	Warranties of the Contractor (see attached Revised Annex A, item IV)	
V.	Confidentiality of Data (see attached Revised Annex A, item VII)	
VI.	Terms of Payment (see attached Revised Annex A, item VIII)	
VII.	Pre-Termination of Contract (see attached Revised Annex A, item IX)	
	I hereby certify to comply with all the above Technical Specifica	tions.
	Name of Company/Bidder Signature Over Printed Name of Representative	

(Revised)

Lot 6 - License and Support Services for Bluecoat Packet Shaper

	Specifications	Bidder's Statement of Compliance
I.	Duration of Contract (see attached Revised Annex A, item III)	
П.	Scope of Work and Services (see attached Revised Annex A, item IV, 4.6)	
IП.	Service Level Agreement (see attached Revised Annex A, item V)	
IV.	Warranties of the Contractor (see attached Revised Annex A, item IV)	
v.	Confidentiality of Data (see attached Revised Annex A, item VII)	
VI.	Terms of Payment (see attached Revised Annex A, item VIII)	
VII.	Pre-Termination of Contract (see attached Revised Annex A, item IX)	

I hereby certify to com	ply with all the above Technical Specificat	ions.
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

Bid Form (Revised)

Date:	
Invitation to Bid No.:	DBM-2020-06

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "ICT Equipment Licenses and Support Services – Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall," in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the "ICT Equipment Licenses and Support Services – Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall" of the Department of Budget and Management [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for "ICT Equipment Licenses and Support Services – Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall "of the Department of Budget and Management.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.				
Dated this	day of	<u> </u>	20	
 [Signature]		[In the ca	pacity of]	 <u></u>
Duly authorized to si	gn Bid for and on be	half of		

Bid Form (Revised)

Date:	
Invitation to Bid No.:	DBM-2020-06

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "ICT Equipment Licenses and Support Services – Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System," in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the "ICT Equipment Licenses and Support Services – Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System" of the Department of Budget and Management [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for "ICT Equipment Licenses and Support Services – Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System" of the Department of Budget and Management.

We acknowledge that tattached Schedule of Pr	_	•	_		_	includir	g the
Dated this	day of	<u> </u>	20	·			
[Signature]	·	[In the ca	pacity of]				
Duly authorized to sign	chalf of				· · · · · · · · · · · · · · · · · · ·		

Bid Form (Revised)

Date:	
Invitation to Bid No.:	DBM-2020-06

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "ICT Equipment Licenses and Support Services — Lot 3 - Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall," in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the "ICT Equipment Licenses and Support Services — Lot 3 - Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall" of the Department of Budget and Management [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for "ICT Equipment Licenses and Support Services — Lot 3 - Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall" of the Department of Budget and Management.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.					
Dated this	day of	i ! !	20	<u>.</u>	
[Signature]		[In the cap	acity of]		
Duly authorized to sig	gn Bid for and on be	half of			

Bid Form

Date:	
Invitation to Bid No.:	DBM-2020-06

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "ICT Equipment Licenses and Support Services – Lot 4 - License and Support Services for Solarwinds Network Analyzer and Performance Monitoring," in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the "ICT Equipment Licenses and Support Services – Lot 3 - License and Support Services for Solarwinds Network Analyzer and Performance Monitoring" of the Department of Budget and Management [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for "ICT Equipment Licenses and Support Services – Lot 3 - License and Support Services for Solarwinds Network Analyzer and Performance Monitoring" of the Department of Budget and Management.

Dated this	day of	20	
[Signature]		In the capacity of]	

Bid Form

Date:	
Invitation to Bid No.:	DBM-2020-06

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "ICT Equipment Licenses and Support Services – Lot 5 - License and Support Services for Forescout Network Access and Control," in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the "ICT Equipment Licenses and Support Services – Lot 5 - License and Support Services for Forescout Network Access and Control" of the Department of Budget and Management [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for "ICT Equipment Licenses and Support Services – Lot 5 - License and Support Services for Forescout Network Access and Control" of the Department of Budget and Management.

We acknowledge that failure attached Schedule of Prices, st			
Dated this	_day of	20	
[Signature]	[In th	e capacity of]	
Duly authorized to sign Bid fo	or and on behalf of		

Bid Form

Date:	
Invitation to Bid No.:	DBM-2020-06

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "ICT Equipment Licenses and Support Services – Lot 6 - License and Support Services for Bluecoat PacketShaper," in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of <u>Name of Bidder</u>, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the "ICT Equipment Licenses and Support Services - Lot 6 - License and Support Services for Bluecoat PacketShaper" of the Department of Budget and Management [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the <u>Name of Bidder</u>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for "ICT Equipment Licenses and Support Services - Lot 6 - License and Support Services for Bluecoat PacketShaper" of the Department of Budget and Management.

Dated this	day of	20	
[Signature]	[In	the capacity of]	
Duly authorized to sig	gn Bid for and on behalf of		
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Statement of Single Largest Completed Contract which is Similar in Nature (indicate only one) (Revised)

Business Name Business Addre		<u></u>	· ·		
Dusiness / kuare	,33		<u></u>		_
Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract
		· ·			,
Submitted by	:(Printe	d Name and Si	gnature)		
Designation :		<u>. </u>	<u> </u>		
Date :	,		<u> </u>		
Instructions:			i İ		
a. Cut-off date b. Similar con Lot 1: Fortinet Next G	tract shall refe	r to <i>License a</i> r	nd Support Serv	ices for the fo	llowing:
Lot 2: Palto Alto Intr	usion Detection	ı and Preventi	ion System		
Lot 3: F5 Distributed	Denial-of-Serv	ice Protection	and Web Appli	cation Firewo	all
Lot 4: Solarwinds Net	work Analyzer	and Performa	nce Monitoring		
Lot 5: Forescout Netw	vork Access Co	ntrol			
Lot 6: Bluecoat Packe	et Shaper		i i !		

TECHNICAL SPECIFICATIONS (Revised)

I. PROJECT TITLE

Subscription of ICT Equipment Licenses and Support Services

II. OBJECTIVE

To continue and maintain the functionality of the following ICT Equipment in order to ensure the security and reliability of DBM Application Systems:

Licenses and Support Services for Fortinet Next Generation Firewall	
Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System	
Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall	
Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring	
License and Support Services for Forescout Network Access Control	
License and Support Services for Bluecoat PacketShaper	

III. DURATION OF THE CONTRACT

The Contract for the Subscription of ICT Equipment Licenses and Support Services will be according to the following schedule:

LOT	PARTICULARS	DURATION
1	Licenses and Support Services for Fortinet Next Generation Firewall	March 1, 2020 to January 31, 2022
2	Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System	March 23, 2020 to January 31, 2022
3	Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall	June 22, 2020 to January 31, 2022
. 4	Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring	March 1, 2020 to January 31, 2022
5	License and Support Services for Forescout Network Access Control	February 1, 2020 to January 31, 2022
6	License and Support Services for Bluecoat Packet Shaper	March 1, 2020 to January 31, 2022

IV. SCOPE OF WORK AND SERVICES

- 4.1 Lot 1 Licenses and Support Services for Fortinet Next Generation Firewall
 - 4.1.1 The CONTRACTOR shall provide licenses and support services for the following Fortinet Equipment with in fourteen (14) calendar days from the receipt of NTP:
 - 4.1.1.1 Two (2) units of FortiGate 1000C with serial numbers:
 - FGT1KC3914801270
 - FGT1KC3914802580

And with the following features

- IPS and Application Control
- Anti-Virus
- Web Filtering
- Mobile Malware Protection
- 4.1.1.2 Sixteen (16) units of Fortigate-90D with serial numbers:
 - FGT90D3Z13004962
 - FGT90D3Z14000664
 - FGT90D3Z14000738
 - FGT90D3Z14007845
 - FGT90D3Z14000938
 - FGT90D3Z14000781
 - FGT90D3Z14001148
 - FGT90D3Z14000666
 - FGT90D3Z14008123
 - FGT90D3Z14000632
 - FGT90D3Z14000764
 - FGT90D3Z14000765
 - FGT90D3Z14000737
 - FGT90D3Z14000727
 - FGT90D3Z15001108
 - FG90DP3Z16001668

And with the following features:

- IPS and Application Control
- Anti-Virus
- Web Filtering
- 4.1.1.3 One (1) unit of FortiManager-300D with serial number FM300D3M14000089.
- 4.1.1.4 One (1) unit of FortiAnalyzer-300D with serial number FL300D3M14000378.
- 4.1.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) 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. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.1.3 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 six (6) hours during the subscription period at no additional cost to the DBM.
- 4.1.4 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 six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.
- 4.1.5 The CONTRACTOR shall ensure the all Fortinet equipment and its components are up to date (e.g. firmware upgrade, software update, patches and etc.)
- 4.1.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.
- 4.1.7 The CONTRACTOR should transfer the existing Fortinet subscription account to the Chief of ICTSS Network and Hardware Division.
- 4.1.8 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)
 - 4.1.8.1 Fortinet Certified Network Security Expert (NSE) 5 and 7
 - 4.1.8.2 CISCO Certified Network Professional (routing and switching)
- 4.1.9 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

4.2 Lot 2 - Palo Alto Intrusion Detection and Prevention System

- 4.2.1 The CONTRACTOR shall provide licenses and support services for the following Palo Alto Equipment within fourteen (14) calendar days from the receipt of NTP:
 - 4.2.1.1 Two units of Palo Alto 3260 with serial numbers:
 - 016401002571; and
 - 016401002749

And with the following features:

- Wildfire Sandboxing
- AutoFocus Threat Intelligence
- Threat Prevention
- URL Filtering
- 4.2.1.2 One (1) unit of Palo Alto Panorama M-200 with serial number 017607001052

4.2.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) 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. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.2.3 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 six (6) hours during the subscription period at no additional cost to the DBM.
- 4.2.4 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 six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.
- 4.2.5 The CONTRACTOR shall ensure the all Palo Alto equipment and its components are up to date (e.g. firmware upgrade, software update, patches and etc.)
- 4.2.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.
- 4.2.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)
 - 4.2.7.1 Palo Alto Networks Certified Network Security Administrator (PCNSA)
 - 4.2.7.2 CISCO Certified Network Professional (routing and switching)
- 4.2.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

- 4.3 Lot 3 Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall
 - 4.3.1 The CONTRACTOR shall provide licenses and support services for the following F5 DDoS/WAF Solution within fourteen (14) calendar days from the receipt of NTP:
 - 4.3.1.1 F5 Silverline DDoS Protection and Web Application Firewall with the following features:
 - One (1) x F5 Silverline WAF Managed
 - Ten (10) x F5 Silverline WAF Qualified Domain Name
 - Fifty (50) Mbps F5 Silverline WAF Throughput
 - 4.3.1.2 Two (2) units of F5 BIG-IP i4800 Best Bundle with serial number SMZD-YLVI and UECG-KUFG.
 - 4.3.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) 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. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.3.3 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 six (6) hours during the subscription period at no additional cost to the DBM.
- 4.3.4 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 six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.
- 4.3.5 The CONTRACTOR shall ensure the all F5 equipment and its components are up to date (e.g. firmware upgrade, software update, patches and etc.)
- 4.3.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.
- 4.3.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)

- 4.3.7.1 F5 Certified Technical Specialist
- 4.3.7.2 CISCO Certified Network Professional (routing and switching)
- 4.3.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

4.4 Lot 4 – License and Support Services for Solarwinds Network Analyzer and Performance Monitoring

4.4.1 The CONTRACTOR shall provide licenses and support services for the following within fourteen (14) calendar days from the receipt of NTP:

4.4.1.1 Orion Netflow Traffic Analyzer

- 4,4.1.2 Orion Network Performance Monitoring
- 4.4.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem within six (6) 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. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.4.3 The CONTRACTOR shall ensure that the Solarwinds Software is upto-date.
- 4.4.4 The CONTRACTOR shall conduct a monthly check-up and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.
- 4.4.5 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)
 - 4.4.5.1 Solarwinds Certified Professional (SCP)
 4.4.5.2 CISCO Certified Network Professional (routing and switching)
- 4.4.6 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

4.5 Lot 5 – License and Support Services for Forescout Network Access and Control

- 4.5.1 The CONTRACTOR shall provide license and support services for the One (1) unit of Forescout CounterACT with serial number D17K700JA00240AN within fourteen (14) calendar days from the receipt of NTP.
- 4.5.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) 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. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.5.3 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 six (6) hours during the subscription period at no additional cost to the DBM.
- 4.5.4 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 six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.
- 4.5.5 The CONTRACTOR shall ensure the Forescout CounterACT is up to date (e.g. firmware upgrade, software update and etc.)
- 4.5.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.
- 4.5.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)
 - 4.5.7.1 Forescout Certified Engineer (FCE)
 4.5.7.2 CISCO Certified Network Professional (routing and switching)
- 4.5.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

4.6 Lot 6 - License and Support Services for Bluecoat PacketShaper:

- 4.6.1 The CONTRACTOR shall provide license and support services for the One (1) unit of Bluecoat PacketShaper S400 with serial number 3817320245 within fourteen (14) calendar days from the receipt of NTP:
- 4.6.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) 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. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.6.3 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 six (6) hours during the subscription period at no additional cost to the DBM.
- 4.6.4 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 six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.
- 4.6.5 The CONTRACTOR shall ensure the Bluecoat PacketShaper S400 is up to date (e.g. firmware upgrade, software update and etc.)
- 4.6.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.
- 4.6.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification).
 - 4.6.7.1 Bluecoat PacketShaper Specialist
 4.6.7.2 CISCO Certified Network Professional (routing and switching)
- 4.6.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

V. SERVICE LEVEL AGREEMENT

5.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

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5.1.1 Provision of	The CONTRACTOR shall provide	One percent (1%) of the
License/s	licenses and support services	total contract price per
	within fourteen (14) calendar	LOT for everyday of
	days from the receipt of NTP.	delay.
5.1.2 Technical	The CONTRACTOR shall resolve	1/10 th of 1% of the total
Support	every problem on software and	contract price per LOT
	hardware components within six	shall be imposed for
	(6) hours after it was reported	every hour of delay.
	during the subscription period. It	Said penalty shall be
	shall refer to a condition wherein	deducted from the
	the reported problem is resolved	special bank guarantee
	by the CONTRACTOR to the	as specified in Section
	satisfaction of the DBM.	6.9 of the TOR
5.1.3 Replacement	The CONTRACTOR shall replace	1/10th of 1% of the total
of Parts	the defective parts/accessories of	contract price per LOT
	the same or better brand, model	shall be imposed for
	features, quality and	every hour of delay.
	functionalities if not repaired	Said penaity shall be
	within the allowable resolution	deducted from the
	time of six (6) hours during the	special bank guarantee
	subscription period at no	as specified in Section
	additional cost to the DBM as	6.9 of the TOR
	specified in Section 4.1.3, 4.2.3,	·
	4.3.3, 4.5.3 and 4.6.3 of the TOR.	
5.1.4 Service Unit	The CONTRACTOR shall provide	1/10th of 1% of the total
	service unit of at least the same	contract price per LOT
	brand, model, features and	shall be imposed for
	functionalities or its equivalent in	every hour of delay
	case of equipment breakdown at	Said penalty shall be
	no additional cost to the DBM.	deducted from the
	The service unit shall be made	special bank guarantee
	available and operational within	as specified in Section
	six (6) hours from the time the	6.9 of the TOR.
	problem has been reported by	·
	the DBM for the equipment	
	undergoing repair during the	
	subscription period as specified	
	in Section 4.1.4, 4.2.4, 4.3.4, 4.5.4 and 4.5.6 of the TOR	
5.1.5 Preventive	The CONTRACTOR shall	1/10th of 1% of the total
Maintenance	conduct a monthly preventive	contract price per LOT
and Monthly	maintenance and submit a	shall be imposed for
Report	monthly report (e.g. status report,	every day of delay. Said
Leboir	health check, performance,	penalty shall be
	updates, recommendations and	deducted from the
	etc.) Said report shall be	special bank guarantee
	submitted every 1st week of the	as specified in Section
<u> </u>	succeeding month and subject for	
·	Dadoodanig month atta bableot for	

validation of an ICTSS Official as specified in Section 4.1.6, 4.2.6, 4.3.6, 4.4.4, 4.5.6 and 4.6.6 of the TOR.

VI. WARRANTIES OF THE CONTRACTOR

- 6.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- 6.2 The CONTRACTOR warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do 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. It shall not employ DBM employees to work in any category whatsoever.
- 6.3 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 to any other duly constituted authority relating to the use or operation of the installation.
- 6.4 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.
- 6.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 6.6 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 and all liabilities arising therefrom.
- 6.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 6.8 The CONTRACTOR shall identify the certified technical support personnel that will be given authority to access and operate the specified equipment in LOT 1 to 6. DBM shall be informed thru a formal notice on the change or replacement of technical personnel five (5) days prior the actual rendering of technical support services.
- 6.9 The CONTRACTOR shall provide a services which shall include technical support, provision of service unit, parts replacement for the hardware/appliance, preventive maintenance and monthly report which shall be covered by special bank guarantee equivalent to 10% of the total contract price per Lot. The said amount shall be released after the lapse of the subscription period. Provided that 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.

VII. CONFIDENTIALITY OF DATA

- 7.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2 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 3rd parties without prior written approval of the DBM.

VIII. TERMS OF PAYMENT

- 8.1 The CONTRACTOR shall be paid upon provision of licenses and support services per LOT of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 8.2 Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
 - 8.2.1 Manufacturer Certificate of Maintenance or Proof of Enrollment for every LOT
 - 8.2.2 Sales Invoice/Billings per LOT
 - 8.2.3 Certificate of Acceptance issued by ICTSS Director per LOT
 - 8.2.4 Non-Disclosure Agreement per LOT
- 8.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

IX. PRE-TERMINATION OF CONTRACT

- 9.1 The contract for the Subscription of ICT Equipment Licenses and Support Services may be pre-terminated by the DBM for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.
- 9.2 In case of pre-termination, the CONTRACTOR shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.
- 9.3 The DBM shall have the right to blacklist the CONTRACTOR in case of pretermination.

Approved by:

AMIEL G. DEL ROSARIO Information Technology Officer III, ICTSS