AFP Retirement and Separation Benefits System

Camp General Emilio Aguinaldo, Quezon City

**TERMS OF REFERENCE**

1. **PROJECT TITLE:**

Procurement of Maintenance and Support Service Agreement for the existing Firewall/VPN Appliance (Fortigate 300D) of the AFP Retirement and Separation Benefits System (AFPRSBS).

1. **THE PROJECT:**

The intent of this document is to outline the requirements of this Project and to solicit proposals for the Procurement of Maintenance and Support Service Agreement for the existing Firewall /VPN Appliance (Fortigate 300D) of the AFPRSBS in accordance with Republic Act No. 9184 (The Government Procurement Reform Act) and its Implementing Rules and Regulations.

The Firewall/VPN Appliance is used to protect the local area network (LAN) of AFPRSBS from intruders and/or hackers and viruses from the internet. It has features, specifically, a high port density supporting multiple security zones for the various AFPRSBS departments, users, access methods and devices to enforce network security by providing complete content protection and not merely identifying applications and allowing or denying traffic.

The winning bidder must adhere to all the conditions specified herein particularly "**Item 4. Scope of Services**".

1. **APPROVED BUDGET FOR THE CONTRACT (ABC):**

AFPRSBS has an Approved Budget for the Contract (ABC) of **Three Hundred Fifty Thousand Pesos (Php350,000.00)** for the **Procurement of Maintenance and Support Service Agreement for the AFPRSBS’ Existing Firewall/VPN Appliance (Fortigate 300D)**. The ABC is inclusive of all the applicable Philippine taxes.

1. **SCOPE OF SERVICES:**
	1. The maintenance and support services to be provided by the winning bidder to the AFPRSBS shall be on an eight (8) hours x five (5) days basis, which can be delivered in the form of telephone call, electronic mail, remote services or on-site services. Problems reported and resolution of the same shall be documented immediately after the services have been rendered. Resolution which shall refer to a condition wherein the reported problem is resolved by the winning bidder to the satisfaction of the AFPRSBS shall be delivered within eight (8) hours from the receipt of service call. The winning bidder shall notify the AFPRSBS for any on-site technical support to be rendered beyond regular office hours subject to the approval of the AFPRSBS management.
	2. The maintenance and support services shall include all activities related to the Preventive and Remedial Maintenance to keep and maintain the Firewall/VPN Appliance including its components and licenses in good working condition.
	3. The maintenance and support services on an on-call basis during the maintenance and support service period shall be provided as the need arises and shall be accompanied by a written report and shall include, but not limited to the following:
* Troubleshooting and conducting a diagnostic test
* Software updates as needed (operating system, middleware, applications, patches and others)
	1. If the condition necessitates an on-site support, the winning bidder shall provide an on-site support depending on the following severity:

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| --- | --- | --- | --- |
| 1 | Critical | Critical major service failure of the Firewall/VPN Appliance completely interrupts the entire operations of the AFPRSBS. | On-site support on the same day |
| 2 | High | Substantial service failure of the Firewall/VPN Appliance leading to the major delays of most parts of the operations of the AFPRSBS. | On-site support on the same day or remote access can be arranged |
| 3 | Important | Standard service failure of the Firewall/VPN Appliance with no impact to the operations of the AFPRSBS. | On-site support within 3-5 business days |
| 4 | Normal | Requests for information with reference to the winning bidder’s technical support and on site assistance. | On-site support can be scheduled |

* 1. Defective units/parts/module shall be replaced with the same quality and specifications and operating system/license shall be re-installed with no additional cost to the AFPRSBS.
	2. The winning bidder shall inform the AFPRSBS with any product alerts, notices and latest product versions as well as any updates/upgrades.
	3. The winning bidder shall ensure that the on call technical support has the capability to provide thorough analysis of the technical problems brought to its attention by the AFPRSBS and shall provide immediate and permanent solution to said problems.
	4. The winning bidder shall warrant, represent and undertake that the services to be provided are reliable and that their personnel are hardworking, qualified and dedicated to do the services required by AFPRSBS. The winning bidder shall coordinate with the authorized AFPRSBS personnel in the performance of their jobs.
1. **DELIVERABLES:**

5.1 The comprehensive twelve (12) months or one (1) year maintenance and support services shall include the following:

**a.** **Fortigate 300D 8x5 Bundle**

- Firmware and General Updates

- 8x5 Enhanced Phone Support

- Anti Virus

- NGFW (IPS/Application Control)

- Content Filtering / Webfiltering

- Anti Spam

**b. 8x5xNBD Incident – On-site Support**

- 8:00am - 5:00pm, Monday to Friday

- Phone Support

- E-mail Support

- Remote Support

- On-site Support

5.2. The Certificate of Coverage / Maintenance Certificate shall be delivered by the winning bidder upon execution of the Maintenance and Support Service Contract.

1. **AWARD OF WINNING BID:**
	1. Contract shall be awarded to the qualified bidder with the lowest calculated responsive bid but with no derogatory record or past experience with the AFPRSBS.
	2. Any and all costs necessary for the winning bidder to fulfil its obligations in the maintenance and support of Firewall/VPN Appliance shall be deemed included in the financial proposal. Any cost incurred in the fulfilment of the obligations but were not included in the financial proposal shall be shouldered by the winning bidder with the lowest calculated responsive bid.
	3. AFPRSBS reserves the right to post-qualify any bidder and/or reject any or all submitted quotations without thereby incurring any liabilities to the affected bidder and/or bidders.
	4. AFPRSBS shall be under no obligation to disclose any information about the winning bidder to the losing bidders until after the posting of award to the winning bidder is made at the PhilGEPS website.
	5. All of the service personnel to be assigned by the winning bidder to undertake and prosecute the Project must be experienced and employed by the winning bidder.
	6. The winning bidder must be operating in the Philippines and must have completed similar procurement projects preferably with government agencies or government-owned and controlled corporations.
	7. The winning bidder must comply with all the conditions specified herein and must comprehensively provide technical support and assistance as required under Section **4. SCOPE OF SERVICES** of the Terms of Reference.
	8. The winning bidder must comply with the terms and conditions included in this Terms of Reference and must submit all the required documents as stated in the Request for Quotation.
2. **CONFIDENTIALITY OF DATA:**
	1. The winning bidder shall document detailed procedures/techniques in identifying information and communication technology system security risk and security breach and how such shall be handled.
	2. The AFPRSBS’ information and communication technology system, its components, parts, data technology and non-technical materials, all or any of which may be derived from the Project, are confidential and proprietary rights of the AFPRSBS. The winning bidder agrees to hold the strict confidentiality of all the information that will come to the knowledge of the Project staff such as but not limited to information and communication technology infrastructure design/configuration, work flow, building layout and designs.
3. **SUBMISSION OF BIDS:**
	1. Quotation and accreditation requirements must be submitted in separate sealed envelopes.
	2. As a Government-Owned and Controlled Corporation (GOCC), the AFPRSBS shall deal only with legitimate bidders which issue official receipts registered with the Bureau of Internal Revenue (BIR).
	3. All entries in the Quotation Form shall be typewritten.
	4. Quoted prices shall be inclusive of value-added taxes and other applicable taxes and shall be firm and valid for a period of at least thirty (30) days from the date of receipt of quotation and shall be binding upon the bidders within the period.
	5. Only quotations from bidders that are duly authorized by the manufacturer to provide, sell, configure and support the Firewall/VPN Appliance shall be accepted. The certification from the manufacturer authorizing the winning bidder to provide such service support should be submitted to the AFPRSBS during the post-qualification of the winning bidder with the lowest complying bid.
	6. Accreditation requirements shall be submitted in a separate sealed envelope, which shall include the following:
4. Certified True Copy of the Department of Trade and Industry (DTI) or Securities and Exchange Commission (SEC) Registration Certificate;
5. Certified True Copy of Valid and Current Mayor’s Permit and/or Business Permit;
6. Certified True Copy of the BIR Registration Certificate with Taxpayer’s Identification Number (TIN) and Tax Clearance for bidding purposes;
7. Certified True Copy of the Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate;
8. Certified True Copy of the Income/Business Tax Return for the immediately preceding calendar year; and
9. Original Copy of the Corporate Secretary’s Certificate designating the company’s authorized representative to submit and sign the bid and to sign any and all contracts and documents pertaining to the award of contract.
	1. **ELECTRONIC SUBMISSION OF BIDS:**

In addition to the submission of sealed bids as discussed in the foregoing, bidders can submit bids thru electronic means under the following procedures:

* + 1. All procurement related documents to include the eligibility requirements and bid proposals may be submitted electronically to this e-mail address **rsbsafpbac@gmail.com** on or before the closing date and time specified in the Bidding Documents as published in the Philippine Government Electronic Procurement System (PhilGEPS). The electronic documents must be sent through the bidder’s valid company e-mail account or through the e-mail address of the bidder’s duly authorized representative.
		2. The receipt of electronic submission shall be acknowledged by the AFPRSBS Bids and Awards Committee (BAC) Secretariat through an e-mailed reply from the official AFPRSBS e-mail account **rsbsafpbac@gmail.com**. A Bid receipt page for the official time of submission as well as the e-mail acknowledgment of the submission shall be printed by the AFPRSBS BAC representative for reference and audit trail.
		3. Bid documents to be submitted through electronic means must be saved in two (2) separate compressed archive folders in “**WinRAR**” or “**ZIP**” archive format. These should be sent simultaneously to the **rsbsafpbac@gmail.com**. The first compressed archived folder which shall contain the technical component of the bid, including the eligibility requirements under Section 8.6 of this Terms of Reference shall be labelled as “**Technical Bid**”, while the second compressed archived folder which shall contain the financial component of the bid shall be labelled as “**Financial Bid**”.
		4. The electronic Bidding Documents contained in each of the compressed archive folders must be password-protected. The passwords for accessing the files will be disclosed by the bidders’ duly authorized representatives to the AFPRSBS BAC Secretariat only during the actual bid opening which will be done face-to-face and/or through videoconferencing using Google Meet. The invite for the videoconferencing shall be sent to the bidder’s valid company e-mail account and/or e-mail address of the bidder’s duly authorized representative.
		5. Electronic Bidding Documents not in compressed archive folders and are not password-protected, shall be rejected. However, submitted bids that are not properly compressed and not password-protected may be accepted provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of improperly compressed or not password-protected folder, or for its premature opening.
		6. The Bidding Documents to be submitted through electronic means should be scanned copies of the original documents in PDF/JPEG file format. Each scanned document must bear the markings “**Certified True Copy from Original**” duly signed by the bidder’s authorized signatory. Each document must be saved in PDF/JPEG file format using this file name format: “**Name of Bidder - Title of the Original Document**”.
		7. As with manual submission, Bidders may modify or withdraw their electronic bid submission at any time before the deadline for the submission and receipt of bids. Where a bidder modifies its Bid, it shall not be allowed to retrieve its original Bid and shall only be allowed to send another Bid equally secured, properly identified, and labelled as “**Technical Bid Modification**” and “**Financial Bid Modification**”. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Electronic bids submitted after the deadline shall not be accepted.
		8. Electronic Bidding Documents, including the eligibility requirements under Section 23.1 of the IRR, submitted after the deadline shall not be accepted by the BAC Secretariat. The BAC Secretariat shall generate a Bid receipt page for the official time of late submission which should be saved and printed for reference and audit trail. The BAC Secretariat shall likewise record in the minutes of bid submission and opening, the bidder’s name, its representative and the time the late bid was submitted.
1. **MODE OF PAYMENT:**

Payment of the Contract Price shall be made by the AFPRSBS to the winning bidder on a quarterly basis at the end of every quarter. For the first quarter billing, payment shall be processed only upon issuance and delivery of the following documents:

1. Notice of Award and Notice to Proceed duly acknowledged and signed by the authorized representative of the winning bidder;
2. Certification from the manufacturer of Fortigate 300D firewall appliance that the winning bidder is authorized to provide, sell, configure and support the Firewall/VPN Appliance;
3. Certificate of Coverage or Maintenance Certificate;
4. Maintenance and Support Service Contract duly signed by the duly authorized representatives of the AFPRSBS and the winning bidder;
5. Performance Bond properly issued by a reputable bonding or insurance company; and
6. Completion of free in-house training by the winning bidder’s Certified Engineers and knowledge transfer and system turnover.

**Prepared By: Noted by:**

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**RENDELL P. SOPEÑA ALMA P. ABAN**

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