



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 or System).

2. 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 AFPRSBS Firewall/VPN Appliance is used to protect the System's local area network (LAN) 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 provide all the conditions specified herein particularly "**Item 4 Scope of Services**".

3. APPROVED BUDGET FOR THE CONTRACT (ABC):

AFPRSBS has an Approved Budget for the Contract (ABC) of **Three Hundred Thousand Pesos (Php300,000.00)** 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.

4. SCOPE OF SERVICE:

- 4.1 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, electronic mail or on-site services. Problem and resolution shall be documented. 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 three (3) hours from the receipt of service call. The winning bidder shall notify the System for any on-site technical support to be rendered beyond regular office hours subject to the approval of the AFPRSBS management.
- 4.2 The maintenance and support services shall include all activities related to the Preventive and Remedial Maintenance to keep and maintain the equipment including its components and licenses in good working condition.
- 4.3 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 (OS, middleware, applications, patches and others)
- 4.4 If the condition necessitates an on-site support, the winning bidder shall provide an on-site support depending on the following severity:

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

- 4.5 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 System.
- 4.6 The winning bidder shall inform the System with any product alerts, notices and latest product versions as well as any updates/upgrades.
- 4.7 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.
- 4.8 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.

5. 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) **8 x 5 Next Business Day (NBD) 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 immediately after execution of the Maintenance and Support Service Agreement.

6. CONFIDENTIALITY OF DATA

The winning bidder shall document detailed procedures/techniques in identifying system security risk and security breach and how such shall be handled.

The 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 IT Infrastructure design/configuration, work flow, building layout and designs.

7. WINNING BIDDER'S REQUIREMENTS

- 7.1 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.
- 7.2 The winning bidder must be operating in the Philippines for the past three (3) years and must have completed similar projects here in the country.
- 7.3 The winning bidder must comply with the terms and conditions and submit all the required documents as stated in the Request for Quotation (RFQ), to wit:
 - 7.3.1 Quotation and accreditation requirements must be submitted in separate sealed envelopes.
 - 7.3.2 As a Government-Owned and Controlled Corporation (GOCC), the AFPRSBS shall deal only with legitimate suppliers and/or contractors which issue official receipts registered with the Bureau of Internal Revenue (BIR).
 - 7.3.3 All entries in the Quotation Form shall be typewritten.
 - 7.3.4 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 supplier within the period.
 - 7.3.5 Contract shall be awarded to the bidder with the best service and lowest calculated responsive bid.
 - 7.3.6 Only quotations from partners that are duly authorized by the manufacturer to provide, sell, configure and support the firewall appliance shall be accepted. The certification from the manufacturer authorizing the supplier to provide such service support should be submitted to the AFPRSBS during the post-qualification of the supplier with the lowest complying bid.
 - 7.3.7 Any and all costs necessary for the supplier to fulfil its obligations in the supply and delivery of the firewall 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 supplier with the lowest complying bid.
 - 7.3.8 AFPRSBS reserves the right to post-qualify any supplier and/or reject any or all submitted quotations without thereby incurring any liabilities to the affected bidder/supplier or bidders/suppliers.

7.3.9 Accreditation requirements shall be submitted in a **separate sealed envelope**, which shall include the following:

- 7.3.9.1 Certified True Copy of the Department of Trade and Industry (DTI) or Securities and Exchange Commission (SEC) Registration Certificate;
- 7.3.9.2 Certified True Copy of Valid and Current Mayor's Permit and/or Business Permit;
- 7.3.9.3 Certified True Copy of the BIR Registration Certificate with Taxpayer's Identification Number (TIN) and Tax Clearance for bidding purposes;
- 7.3.9.4 Certified True Copy of the Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate;
- 7.3.9.5 Income/Business Tax Return for the immediately preceding calendar year; and
- 7.3.9.6 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 placement and acceptance of orders.

7.4 The winning bidder shall be required to post a Performance Security in the form of a Surety Bond issued by a reputable insurance or bonding company with an amount equivalent to the value of the contract price.

8. MODE OF PAYMENT

Full payment of the Project Cost shall be made by the AFPRSBS to the winning bidder within seven (7) working days from issuance and delivery of the following documents:

- a. Notice of Award duly acknowledged by the winning bidder;
- b. Maintenance and Support Service Agreement duly signed by the duly authorized representatives of the AFPRSBS and the winning bidder; and
- c. Certificate of Coverage / Maintenance Certificate.