



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 September 29, 2020 for the Project, “**Subscription of Fortigate-VM for Azure,**” is issued to clarify, modify or amend items in the Bidding Documents. Accordingly, this shall form an integral part of said Documents.

PARTICULARS	CLARIFICATION/AMENDMENTS
<p style="text-align: center;">Section I. Invitation to Bid</p> <p style="text-align: center;">XXXX</p> <p>7. Bids must be duly received by the BAC Secretariat or the DBM-Central Records Division at the address below on or before October 6, 2020, 10:00 a.m. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the ITB Clause 18.</p> <p>Bid opening shall be on October 6, 2020, 10:00 a.m., via https://meet.google.com/jnv-qhfc-pwa. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing. Late bids shall not be accepted.</p> <p style="text-align: center;">XXXX</p>	<p style="text-align: center;">Section I. Invitation to Bid</p> <p style="text-align: center;">XXXX</p> <p>7. Bids must be duly received by the BAC Secretariat or the DBM-Central Records Division at the address below on or before October 6, 2020, 10:00 a.m. 2:00 p.m. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the ITB Clause 18.</p> <p>Bid opening shall be on October 6, 2020, 10:00 a.m. 2:00 p.m., via https://meet.google.com/jnv-qhfc-pwa. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing. Late bids shall not be accepted.</p> <p style="text-align: center;">XXXX</p>
<p style="text-align: center;">Section III. Bid Data Sheet</p> <p style="text-align: center;">XXXX</p> <p>5.4 The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid.</p>	<p style="text-align: center;">Section III. Bid Data Sheet</p> <p style="text-align: center;">XXXX</p> <p>5.4 The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid.</p>

<p>Bidders shall include in their bids:</p> <ol style="list-style-type: none"> 1. Photocopy of Contract or Purchase Order, which should be signed by both parties; and 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> (i) Certificate of Final Acceptance/Completion from bidder's client; or (ii) Official Receipt or Sales Invoice of the bidder covering the full amount of the contract <p>Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <p>For this purpose, similar contract shall refer to the subscription of FortiGate-VM for AZURE</p> <p style="text-align: center;">XXXX</p> <p>21. xxx</p> <p>The deadline for submission of bids is on October 6, 2020, 10:00 a.m.</p> <p style="text-align: center;">XXXX</p> <p>24.1 The BAC shall conduct the meeting for the opening of bids on October 6, 2020, 10:00 a.m., via https://meet.google.com/jnv-qhfc-pwa.</p> <p style="text-align: center;">XXXX</p>	<p>Bidders shall include in their bids:</p> <ol style="list-style-type: none"> 1. Photocopy of Contract or Purchase Order, which should be signed by both parties; and 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> (i) Certificate of Final Acceptance/Completion from bidder's client; or (ii) Official Receipt or Sales Invoice of the bidder covering the full amount of the contract <p>Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <p>For this purpose, similar contract shall refer to the subscription of FortiGate-VM for AZURE procurement/subscription of next-generation firewall. When the procurement/subscription of next-generation firewall is a part of a bigger project, only the cost component of the delivery, installation, and configuration of the next-generation firewall shall be considered for purposes of comparing the value thereof to the ABC.</p> <p style="text-align: center;">XXXX</p> <p>21. xxx</p> <p>The deadline for submission of bids is on October 6, 2020, 10:00 a.m. 2:00 p.m.</p> <p style="text-align: center;">XXXX</p> <p>24.1 The BAC shall conduct the meeting for the opening of bids on October 6, 2020, 10:00 a.m. 2:00 p.m., via https://meet.google.com/jnv-qhfc-pwa.</p> <p style="text-align: center;">XXXX</p>
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Section VI. Schedule of Requirements

XXXX			
Item	Description	Quantity	Delivery Date
2.	Submission of copy of certificates for the following Certified Professionals: - Fortinet Certified Network Security Expert (NSE) 4 and 7 - CISCO Certified Network Professional Enterprise		Copies of the certificates must be included in the bid submission and subject to post qualification (see attached Annex A)

Section VI. Schedule of Requirements

XXXX			
Item	Description	Quantity	Delivery Date
2.	Submission of a copy of certificate for the each of the following Certified Professionals (each certification must belong to a separate professional): - Fortinet Certified Network Security Expert (NSE) 4 and 7 - Fortinet Certified Network Security Expert (NSE) 7 - CISCO Certified Network Professional Enterprise		Copies of the certificates must be included in the bid submission and subject to post qualification (see attached Annex A)

Section VII. Technical Specification		Section VII. Technical Specification	
XXXX		XXXX	
Specifications	Bidder's Statement of Compliance	Specifications	Bidder's Statement of Compliance
<p>I. Objective (<i>see attached Annex A, item II</i>)</p> <p>II. Delivery Period (<i>see attached Annex A, item III</i>)</p> <p>III. Specifications (<i>see attached Annex A, item IV</i>)</p> <p>IV. Scope of Work (<i>see attached Annex A, item V</i>)</p> <p>V. Service Level Agreement (<i>see attached Annex A, item VI</i>)</p> <p>VI. Warranties of the Contractor (<i>see attached Annex A, item VII</i>)</p> <p>VII. Confidentiality of Data (<i>see attached Annex A, item VIII</i>)</p> <p>VIII. Terms of Payment (<i>see attached Annex A, item IX</i>)</p> <p>IX. Pre-Termination of Contract (<i>see attached Annex A, item X</i>)</p>		<p>I. Objective (<i>see attached Revised Annex A, item II</i>)</p> <p>II. Delivery Period (<i>see attached Revised Annex A, item III</i>)</p> <p>III. Specifications (<i>see attached Revised Annex A, item IV</i>)</p> <p>IV. Scope of Work (<i>see attached Revised Annex A, item V</i>)</p> <p>V. Service Level Agreement (<i>see attached Revised Annex A, item VI</i>)</p> <p>VI. Warranties of the Contractor (<i>see attached Revised Annex A, item VII</i>)</p> <p>VII. Confidentiality of Data (<i>see attached Revised Annex A, item VIII</i>)</p> <p>VIII. Terms of Payment (<i>see attached Revised Annex A, item IX</i>)</p> <p>IX. Pre-Termination of Contract (<i>see attached Revised Annex A, item X</i>)</p>	
		Attached are the Revised Section VI. Schedule of Requirements, the Revised Section VII. Technical Specifications, the Revised Annex "A," and the Revised Statement of Single Largest Completed Contract which is Similar in Nature.	

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 October 6, 2020 right after the opening of bids.
- For guidance and information of all concerned.

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Signed by: Janet B. Abuel

JANET B. ABUEL

Undersecretary

Chairperson, DBM-BAC

Section VI. Schedule of Requirements

(Revised)

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

Item	Description	Quantity	Delivery Date
1	Delivery, Installation, Configuration, and Operationality of FortiGate-VM subscription and software licenses for AZURE		Within thirty (30) calendar days from the receipt of Notice to Proceed
2	Submission of a copy of certificate for each of the following Certified Professionals (each certification must belong to a separate professional): <ul style="list-style-type: none"> - Fortinet Certified Network Security Expert (NSE) 4 - Fortinet Certified Network Security Expert (NSE) 7 - CISCO Certified Network Professional Enterprise 		Copies of the certificates must be included in the bid submission and subject to post qualification (see attached Revised Annex A)
3	Conduct of Training		As indicated in Revised Annex A

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

The delivery schedule indicated herein may be modified by the DBM-ICTSS during contract implementation with prior notice, written or verbal, to the Supplier. The DBM may likewise impose suspension of the project at any time during implementation, if necessary.

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

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications **(Revised)**

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 <i>(see attached Revised Annex A, Item II)</i>	
II. Duration of the Contract <i>(see attached Revised Annex A, Item III)</i>	
III. Specifications <i>(see attached Revised Annex A, Item IV)</i>	
IV. Scope of Work <i>(see attached Revised Annex A, Item V)</i>	
V. Service Level Agreement <i>(see attached Revised Annex A, Item VI)</i>	
VI. Warranties of the Contractor <i>(see attached Revised Annex A, Item VII)</i>	
VII. Confidentiality of Data <i>(see attached Revised Annex A, Item VIII)</i>	
VIII. Terms of Payment <i>(see attached Revised Annex A, Item IX)</i>	
IX. Pre-Termination of Contract <i>(see attached Revised Annex A, Item X)</i>	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

TERMS OF REFERENCE (Revised)

I. PROJECT TITLE

Subscription of FortiGate-VM for AZURE

II. OBJECTIVE

To have a Firewall for Microsoft Azure with the flexibility to deploy as next-generation firewall and VPN Gateway with compatibility to the existing DBM Fortinet Firewall to have complete network protection with a comprehensive suite of security features that will protect DBM cloud-based applications and infrastructure against known cyber-security threats and newly emerging threats.

III. DURATION OF THE CONTRACT

The contract for the Subscription of FortiGate-VM for AZURE shall be twelve (12) months from the issuance of the Certificate of Acceptance.

IV. TECHNICAL SPECIFICATIONS

4.1 Two (2) units of FortiGate-VM virtual appliance designed for all supported platforms with the following minimum specifications:

- 4.1.1 Next-Generation Virtual Firewall
 - 4.1.1.1 Combines threat prevention security capabilities into a single power virtual appliance instance
 - 4.1.1.2 Reduces complexity by creating campus topology view and providing granular visibility of devices, users, and threat information
 - 4.1.1.3 Identifies and stops threats with powerful intrusion prevention beyond port and protocol that examines the actual content of your network traffic
 - 4.1.1.4 Extends security capabilities with Security Fabric integration
- 4.1.2 VPN Gateway
 - 4.1.2.1 VPN Gateways for FortiGate inter vNET VPN
 - 4.1.2.2 Hybrid cloud site to site IPsec VPN
 - 4.1.2.3 Remote access VPN
- 4.1.3 Management
 - 4.1.3.1 Ability to manage virtual and physical appliances from a single pane of glass management platform
 - 4.1.3.2 VDOM-enabled models for multi-tenant environments (Only BYOL supports VDOM)
 - 4.1.3.3 APIs for automation and orchestration with cloud and SDN extensions

4.2 Two (2) units of Unified (UTM) Protection with the following minimum specifications:

- 4.2.1 24x7 FortiCare plus
- 4.2.2 Application Control
- 4.2.3 Intrusion Prevention system
- 4.2.4 Anti-Virus
- 4.2.5 Web Filtering
- 4.2.6 Antispam
- 4.2.7 FortiSandbox Cloud

V. SCOPE OF SERVICES

- 5.1 The CONTRACTOR shall conduct a pre-implementation meeting with DBM representatives so that all the necessary preparations, ideal set-up, contractor’s familiarization of the computing environment, and other implementation matters are discussed and finalized;
- 5.2 The CONTRACTOR shall provide a work-plan of activities for the duration of the project and a Deployment and/or Solution Architecture within a week from the pre-implementation meeting with DBM representatives. Said work-plan shall be validated and subject for approval of designated DBM official.
- 5.3 The CONTRACTOR supply, deliver, install, configure and make operational the following Fortigate-VM Subscription and Software Licenses within thirty (30) calendar days from the issuance of Notice to Proceed (NTP):
 - 5.3.1 Two (2) FortiGate-VM virtual appliance designed for all supported platforms.
 - 5.3.2 Two (2) Unified (UTM) Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam, FortiSandbox Cloud)
- 5.4 The CONTRACTOR must provide assistance in the configuration site to site VPN connectivity of DBM Data Center and Microsoft Azure Data Center.
- 5.5 The CONTRACTOR must have the following Certified Professionals for the installation, maintenance and support services of FortiGate-VM in Azure, each certification must have an equivalent personnel: (certificates must be submitted in the submission of bid documents and will be subject for post-qualification)
 - 5.5.1 Fortinet Certified Network Security Expert (NSE) 4
 - 5.5.2 Fortinet Certified Network Security Expert (NSE) 7
 - 5.5.3 CISCO Certified Network Professional Enterprise
- 5.6 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of a telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem within four (4) hours after it was reported by DBM. 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.

- 5.7 The CONTRACTOR shall provide a Technology Transfer for the Management of FortiGate-VM based on the following schedule:

Technical Training	Schedule	No. of Participants	Duration
Management and Administration of FortiGate-VM in Azure	To be scheduled by the DBM-ICTSS prior to the engagement of the contract.	At least ten (10) participants	Minimum of One (1) working day

The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.

- 5.8 The CONTRACTOR shall provide as-built documentation of the FortiGate-VM in Azure set-up/ diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment employed in the project as well as

procedures for installation, uninstallation, configuration, integration, usage, backup and restoration within sixty (60) calendar days from the receipt of NTP.

- 5.9 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (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 for their non-compliance.

Component	Description	Liquidated Damages
Supply, Delivery, Installation, Configuration, and Operationality	<p>The CONTRACTOR should supply, deliver, install, configure, and make operational the following Fortigate-VM Subscription and Software Licenses within thirty (30) calendar days from the issuance of Notice to Proceed (NTP):</p> <ul style="list-style-type: none"> • Two (2) FortiGate-VM virtual appliance designed for all supported platforms. • Two (2) Unified (UTM) Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam, FortiSandbox Cloud) 	One percent (1%) of the total contract price shall be deducted for every day of delay.
Technical Support	<p>The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of a telephone call, electronic mail, and/or on-site support.</p> <p>The CONTRACTOR shall resolve every problem within four (4) hours after it was reported by DBM. 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.</p>	One-tenth (1/10 th) of one percent (1%) of the total contract price shall be deducted for every 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. It shall not employ DBM employees to work in any category whatsoever.

- 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 shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 7.5 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 7.6 The CONTRACTOR shall identify the technical support personnel that will be given authority to access and operate the FortiGate-VM for Azure. DBM shall be informed through a formal notice on the change or replacement of technical personnel five (5) days before the actual rendering of technical support services.
- 7.7 The CONTRACTOR shall provide a one (1) - year warranty which shall include technical support and assistance 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 all conditions imposed under the contract have been fully met.

The warranty shall commence on the day the DBM issued the Certificate of Acceptance.

VIII. CONFIDENTIALITY OF DATA

- 8.1 All project personnel of the 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 3rd 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 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:
 - 9.2.1 Sales Invoice/Billings
 - 9.2.2 Training Manual
 - 9.2.3 As-build Documentation
 - 9.2.4 Certificate of Acceptance issued by ICTSS Director
 - 9.2.5 Non-Disclosure Agreement
- 9.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

X. PRE-TERMINATION OF CONTRACT

- 10.1 The contract for the Subscription of FortiGate-VM for AZURE 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.

***Statement of Single Largest Completed Contract
which is Similar in Nature
(Revised)***

Business Name: _____

Business Address: _____

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 : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Cut-off date is October 6, 2020.
- b. Similar contract shall refer to the procurement/ subscription of next-generation firewall. When the procurement/ subscription of next-generation firewall is a part of a bigger project, only the cost component of the delivery, installation, and configuration of the next-generation firewall shall be considered for purposes of comparing the value thereof to the ABC.