

REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender **Maintenance and Subscription Support for the Automated Security Policy Reviewer Solution**

Approved Budget for the Contract: ₱850,000.00 inclusive of all taxes and other charges.

1. Please quote your lowest price based on the attached specifications
2. **Submitted quotations must be duly signed by the vendor's representative and must be sent to the BAC Secretariat not later than 04:00 P.M. of December 9, 2021.**
3. All quotations must be inclusive of all taxes and other charges.
4. Kindly refer to the attached Terms of Reference (TOR).

TERMS AND CONDITIONS:

1. All entries must be type written.
2. **All suppliers/vendors are mandated to register with the PhilGEPS and provide a PhilGEPS Registration number as a condition for award of the contract.**
3. Other documentary requirements for each vendor shall be as follows;
 - Mayor's/Business Permit;
 - Business Tax Returns
 - Other certificates as stated in the Terms of Reference

AND

- (1) For suppliers/vendors whose representatives are the official signatory of the documents/requirements: **please submit a duly notarized Omnibus Sworn Statement**

OR

- (2) For suppliers/vendors who will appoint or designate their duly authorized representative: **please submit the following notarized statements:**

(if the supplier/vendor is a Sole Proprietorship)	(if the supplier/vendor is a Corporation)
Duly notarized Special Power of Attorney	Duly notarized Secretary's Certificate
<u>AND</u>	<u>AND</u>
Duly notarized Omnibus Sworn Statement	Duly notarized Omnibus Sworn Statement

*For inquiries, you may reach the BAC Secretariat on the contact nos. provided below:

DBP Bids and Awards Committee Secretariat

6/F Operations Sector, DBP Head Office
Sen. Gil J. Puyat corner Makati Avenues, Makati City
(+632) 818-9511 to 20 local 2610 or 2606
email: bacsecretariat@dbp.ph

**MAINTENANCE AND SUBSCRIPTION SUPPORT FOR THE AUTOMATED SECURITY
POLICY REVIEWER SOLUTION**

APPROVED BUDGET FOR THE CONTRACT: P 850,000.00

(Inclusive of Taxes)

TECHNICAL SPECIFICATIONS

A. BACKGROUND

The Automated Security Policy Reviewer solution provides analysis of existing Firewall policies in identifying inactive, duplicate or overlapping overly permissive security access policies defined in the Firewall System.

B. OBJECTIVE

To acquire a maintenance and subscription support for the Bank's Automated Security Policy Reviewer Solution.

C. COVERAGE

- C.1 The project shall cover the acquisition of maintenance and subscription support for one (1) unit AlgoSec 2062 Appliance with the following inclusions:
 - C.1.1 9 device licenses for each Firewall Analyzer for the period of 1 year
 - C.1.2 8 x 5 unlimited phone, email and remote support based on Section D.2 Maintenance Support
 - C.1.3 Quarterly Health Check
 - C.1.4 Firmware and Security Updates
- C.2 The contract will be for a one (1) year period commencing from receipt of the Notice to Proceed (NTP) by the winning vendor.

D. TRAINING AND MAINTENANCE SUPPORT

D.1 Training

- D.1.1 The Service Provider shall provide one (1) day technical training consisting of six (6) DBP personnel to equip them with necessary skills five days upon issuance of Notice to Proceed (NTP)
- D.1.2 The Service Provider shall submit training materials ten (10) days before the scheduled training and should at a minimum include the following, subject for review and approval of DBP:
 - D.1.2.1 Introduction
 - D.1.2.2 Features
 - D.1.2.3 Configuration
 - D.1.2.4 Administration
 - D.1.2.5 First Level Support

- D.1.3 The Service Provider shall provide training certificates to all training attendees within five (5) working days after the conduct of training.

D.2 Maintenance and Support

- D.2.1 The Service Provider shall provide 8 x 5 (8:30AM to 5:30PM, Mondays to Fridays excluding holidays) onsite and unlimited telephone and email support.
 - D.2.1.1 For problems/concerns that directly affect the Bank's operations / the response time of within thirty (30) minutes is required and resolution time within 2 hours.
 - D.2.1.2 For inquiries or other problems that does not directly affect the operations, the response time shall be within 24-hours with resolution time within 36 hours and the response shall be made either through e-mail or other means of communication.
- D.2.2 The Service Provider shall submit within thirty-six (36) hours a report for every requested visit detailing the steps undertaken to resolve a particular problem.
- D.2.3 If the problem resolution extends beyond twenty-four (24) hours, the Service Provider shall submit a daily status report.
- D.2.4 The Service Provider shall notify and provide DBP of any updates / upgrades and shall provide assistance to DBP in the installation / conversion if required at no additional cost.
- D.2.5 The Service Provider shall conduct technical training for major enhancements or version upgrades when requested at no additional cost.
- D.2.6 The Service Provider shall conduct health check of the solution within five (5) working days after the end of Quarter.
- D.2.7 Any change in the Technical Support/Project Engineer must be immediately communicated and approved by the Bank prior to designation.
 - D.2.7.1 Designated Technical Support/Project Engineer should comply based on Section F.2.

E. PAYMENT

- E.1.1 Winning Service Provider must open an account with DBP for payment purposes (upon issuance of Notice of Award, as applicable).
- E.1.2 Certificate of Acceptance will be issued upon:
 - E.1.2.1 Issuance of License Certificate or Proof-of-Entitlement for the uploaded license
 - E.1.2.2 Conduct of technical training based on Section D.1
- E.1.3 Quarterly payment will be processed upon issuance of the Certificate of Acceptance and Official Receipt (OR) by DBP and Vendor respectively.
- E.1.4 Should and only if the parties agree on a one-time payment of the Contract Price after execution of the contract, within five (5) working days from the Vendor's receipt of the Notice to Proceed, the Vendor shall deliver to DBP a notarized Letter of Credit or Certificate of Cover or Guaranty, indicating its unconditional and indivisible undertaking to provide the necessary

fixes/patches and/or resolve all application-related concerns and issues for the duration of the Contract Term, accompanied by an irrevocable letter of credit or bank guarantee issued by a Universal Bank or Commercial Bank equivalent to the amount of the Contract Price, which shall remain valid until after the expiration of the Contract.

E.1.5 All payments are subject to applicable withholding taxes.

F. SERVICE PROVIDER’S QUALIFICATIONS AND REQUIREMENTS FOR THE BID OPENING

F.1 Certificate from Algosec stating the following:

F.1.1 The supplier/bidder is a direct partner or reseller or distributor.

F.1.2 The supplier/bidder is an authorized service provider of Algosec products.

F.2 A Certificate from the Service Provider identifying/certifying the name of at least one (1) trained Product Engineer of Algosec Firewall Analyzer who will be assigned to provide support for the duration of the contract with minimum one (1) year working experience in providing onsite/offsite technical support and assistance on Algosec Firewall Analyzer.

Together with Certificate, the following documents in the name of the trained Product Engineer of Algosec Firewall Analyzer must also be submitted:

F.2.1 Certificate of Employment

F.2.2 Notarized Curriculum Vitae

F.2.3 Certificate of Training/s for Algosec Firewall Analyzer

F.3 Notarized Confidentiality and Non-Disclosure Agreement signed by the bidder’s authorized representative.

G. TO BE SUBMITTED BY THE WINNING SERVICE PROVIDER TEN (10) CALENDAR DAYS UPON RECEIPT OF THE NOTICE OF AWARD

G.1 The Service Provider must submit documentation on its support and incident escalation procedure aligned with Section D.2 of this document, including the hotline number of the Service Desk.

G.2 The Service Provider is required to submit a performance security in any of the following forms and percentages:

Form of Performance Security	Minimum % of Contract Price per year
Cash, cashier’s/manager’s check issued by a Universal or Commercial Bank	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank	

Form of Performance Security	Minimum % of Contract Price per year
Surety Bond callable upon demand issued by a surety or insurance company together with certificate issued by Insurance Commission certifying the surety or insurance company is authorized to issue such surety bond	Thirty percent (30%)

G.3 Performance bond shall be issued 10 days from receipt of NOA., for Bank guarantee or Surety Bond, the coverage period shall be consistent to the term of the contract agreement.

H. NON-DISCLOSURE CONDITION

- H.1 The provider shall strictly adhere to the confidentiality agreement with the Bank. Information about DBP and its operation in this document is considered proprietary and confidential and must be treated as such by the recipients of this Technical Specifications. In the same manner, the responses to this Technical Specifications which shall be specified as confidential shall not be disclosed to any third party.
- H.1.1 Each party agrees to hold and maintain confidential all materials and information which shall come into its possession or knowledge in connection with the project or its performance, and not to make use hereof other than for the purpose of this project.
 - H.1.2 After completion of the project, all materials, data, proprietary information and other related documents provided to the winning bidder and which are hereby deemed owned by DBP shall be returned to DBP.
 - H.1.3 The winning bidder undertake that it shall make appropriate instructions to its employees who need to have access to such information and materials to satisfy and comply with its confidential obligation as set forth in this Section.
 - H.1.4 This confidentiality obligation shall survive even after the termination of the contract.
 - H.1.5 The winning bidder shall, likewise, oblige the provider to be bound by this confidentiality contract.
 - H.1.6 The winning bidder's breach of this confidentiality provision shall entitle DBP to legal and other equitable remedies including but not limited to the immediate cancellation of the contract and shall entitle DBP for claim for damages and injunctive relief under the circumstances. DBP may also elect to terminate further access by the winning bidder to any data and information.
 - H.1.7 A Non-Disclosure Agreement between DBP and the winning bidder will form part of the contract that outlines confidential material, knowledge, or information that both parties wish to share with one another for certain purposes but wish to restrict access for or by third parties.

I. LIQUIDATED DAMAGES

In case the vendor is unable to comply with the terms and conditions of the Agreement or fails to satisfactorily deliver the Services on time, inclusive of duly granted time extensions, if any, the Vendor shall, without prejudice to DBP or other remedies under the Agreement and under the applicable law, be liable by way of liquidated damages in the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance, which cost of unperformed portion shall be determined based on a computation to be agreed upon by the Parties. Once the amount of liquidated damages reaches ten percent (10%), the Client may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

J. OGCC Review

The parties agree to supplement/amend/restate the agreement, including all its amendments/supplements, to incorporate the comments/revisions, if any, of the Office of the Government Corporate Counsel, with effect from the date of signing thereof.