

#### Republic of the Philippines

Department of Environment and Natural Resources Visayas Avenue, Diliman Quezon City, 1100 Tel. Nos. (632) 929-66-26 (632) 929-62-52 929-66-20 929-66-33 to 35 929-70-41 to 43

## **BIDS AND AWARDS COMMITTEE**

# Supplemental/Bid Bulletin No.1

# PROCUREMENT OF ENDPOINT PROTECTION MAINTENANCE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) Bid Ref. No. DENR-CO-2020-013

Approved Budget for the Contract: P 1,331,925.00

This **Supplemental/Bid Bulletin No.1** is being issued to revise provisions/specifications in the Bidding Documents, to address queries/clarifications raised by bidders during the pre-bid conference conducted on 25 September 2020 for the aforecited project:

A. Revision to provisions/specifications in the Bidding Documents:			
FROM	ТО		
Section VI. Schedule of Requirements			
IV. Scope of Work	IV. Scope of Work		
A. Installation, configuration and testing of software license for the DENR-CO's existing Endpoint Protection System with corresponding Software License Certificate within fifteen (15) calendar days from receipt of Notice to Proceed.	A. Configuration and testing of software license for the DENR-CO's Endpoint Protection System with corresponding Software License Certificate within Fifteen (15) calendar days from receipt of Notice to Proceed.		
V. Project Requirements (A. Minimum requirements and specifications unless otherwise specified)	V. Project Requirements (A. Minimum requirements and specifications unless otherwise specified)		
<ul> <li>Compatible with existing Endpoint protection system of the DENR (see Annex A) including saved Security Policies and License for five hundred and one (501) endpoints, five hundred and one (501) mobile endpoints and fifteen (15) Cloud-based instances.</li> </ul>	<ul> <li>Shall meet the technical specifications (see Annex A) for five hundred and one (501) endpoints, five hundred and one (501) Mobile endpoints, fifteen (15) Cloud-based instances, and five (5) on- premise Virtual Machine Server Instances.</li> </ul>		
V. Project Requirements (A. Minimum requirements and specifications unless otherwise specified)	V. Project Requirements (A. Minimum requirements and specifications unless otherwise specified)     Manage by a Cloud based Endpoint Protection		
-None-	manager.		
V. Project Requirements (B. Installation)	V. Project Requirements (B. Installation)		
<ul> <li>a) Installation and configuration of software licenses.</li> <li>b) Installation of software updates, upgrades and/or patches if available</li> </ul>	<ul> <li>a) Delivery and Configuration of software licenses.</li> <li>b) Installation of software updates, upgrades and/or patches if available.</li> </ul>		

#### C. Testing

The acceptance test procedure shall be in accordance with the following:

- 1. The acceptance testing will be undertaken for a period of five (5) calendar days and will be attested to by Network Infrastructure Management (NIMD) personnel.
- 2. Demonstrating the system and its operation to the End-user and/or a designated NIMD personnel.
- During the testing period, the service provider shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of DENR-CO's own equipment.

#### C. Testing

The acceptance test procedure shall be in accordance with the following:

- 1. The acceptance testing will be undertaken for a period of five (5) calendar days and will be attested to by a designated **DENR ICT personnel.**
- 2. Demonstrating the system and its operation to the End-user and/or a designated DENR ICT personnel.
- 3. During the testing period, the service provider shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of DENR-CO's own equipment.

# Section VI. Specifications

Terms of Reference

Terms of Reference as of 25 September 2020.

Bidders are advised to use the attached Section VI. Schedule of Requirements (Terms of Reference as of 25 September 2020) and Section VII. Revised Technical Specifications together with all other required documents for the submission of bids on 07 October 2020, 8:30 am.

Please use the **Revised Checklist of Requirements** as a guide/reference.

This Supplemental/Bid Bulletin No. 1 shall form part of the Bidding Documents. Any provision in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.

For guidance and information of all concerned.

Issued this 29<sup>th</sup> day of September 2020 in Quezon City.

Approved by:

MARCIAL C. AMARO, JR., CESO III

Assistant Secretary for Policy, Planning and Foreign Assisted and Special Projects & Chairperson, Bids and Awards Committee

Received by	:		
(SIGNATURE OVER PRINTED NAME & DATE)	NAME OF COMPANY		
(PLEASE RETURN OR FAX THIS PAGE ONLY TO THE DENR BAC OFFICE @ 926-2675)			

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Instruction to Bidders:

<u>Please fill up the form accordingly and sign the Bidder's Undertaking.</u> Failure to conform will result in a rating of "FAILED".

#### I. REVISED TERMS OF REFERENCE AS OF 25 SEPTEMBER 2020



## Republic of the Philippines

Department of Environment and Natural Resources

Visayas Avenue, Diliman Quezon City, 1100 Tel. Nos. (632) 929-66-26 \( \) (632) 929-62-52 929-66-20 \( \) 929-66-33 to 35 929-70-41 to 43

#### TERMS OF REFERENCE

As of 25 September 2020

Purchase of Endpoint Protection Maintenance for the Department of Environment and Natural Resources-Central Office (DENR-CO)

#### I. Rationale

With the onslaught of internal and external network security issues nowadays, it is imperative that organizations protect themselves by ensuring that endpoints such as workstation and mobile devices are protected. The DENR-CO deemed it necessary to effect the enhancement of its network security through the procurement of an Endpoint Protection Maintenance to help the department protect access points and block threats and access attempts effectively.

#### II. Approve Budget of the Contract

The total ABC for the project is **PhP 1,331,925.00** inclusive of all applicable government taxes and service charges.

#### III. Service provider's Qualification

- A. The service provider should have at least two (2) years' experience in providing similar (Endpoint Protection Services) and should provide proof accompanied by correspondence from referees indicating that such project was executed as well as their contactable references.
- B. The service provider must have the capacity and ability to provide maintenance services and technical support.

#### IV. Scope of Work

- A. Configuration and testing of software license for the DENR-CO's Endpoint Protection System with corresponding Software License Certificate within Fifteen (15) calendar days from receipt of Notice to Proceed.
- B. Subscription and support services for one (1) year from receipt of Certificate of Inspection and Acceptance.

#### V. Project Requirements

#### A. Minimum Requirements and Specifications unless otherwise specified:

- Shall meet the technical specifications (see Annex A) for five hundred and one (501) endpoints, five hundred and one (501) Mobile endpoints, fifteen (15) Cloud-based instances, and five (5) on-premise Virtual Machine Server Instances.
- · Support for Endpoint Security and File Security.

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Manage by a Cloud based Endpoint Protection manager.

#### **B.** Installation

- a) Delivery and Configuration of software licenses.
- b) Installation of software updates, upgrades and/or patches if available.

#### C. Testing

The acceptance test procedure shall be in accordance with the following:

- The acceptance testing will be undertaken for a period of five (5) calendar days and will be attested to by a designated DENR ICT personnel.
- Demonstrating the system and its operation to the End-user and/or a designated DENR ICT personnel.
- During the testing period, the service provider shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of DENR-CO's own equipment.

#### D. Warranty

Supplier must provide a <u>Warranty Certificate</u> in favor of the Department of Environment and Natural Resources-Central Office (DENR-CO) which shall cover the following:

- One (1) Year software component, Subscription and Technical Support from receipt of Certificate of Inspection and Acceptance.
- 8x5 Technical support and 24x7 Email and Phone Support for one (1) year from receipt of Certificate of Inspection and Acceptance.
- One (1) Year Software upgrade and updates from receipt of Certificate of Inspection and Acceptance.

#### VI. DUTIES AND RESPONSIBILITIES OF THE DENR-CO

- A. Grant the service provider's authorized representatives access to its premises, equipment and facilities located therein to perform its obligations, provided that such representatives shall be accompanied by a designated DENR ICT personnel;
- B. Issue Certificate of Inspection and Acceptance to the service provider certifying conformance with the project Terms of Reference (TOR).

## VII. TERMS OF PAYMENT

One-time payment shall be made after installation, testing, issuance of Certificate of Inspection and Acceptance and submission of all required documents as specified in TOR.

ELIZAR S. CANTUBA

Information Technology Officer III

Chief, Network Infrastructure Management Division

Knowledge and Information Systems Service

Department of Environment and Natural Resources

# **ANNEX A**

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# ANNEX A - Solution Technical Specifications

tem	Description: 501 Endpoint, 501 Mobile Licenses, 15 Cloud-instances and 5 on- premise instances
1	The solution uses a blend of advanced threat protection techniques to eliminate
	security gaps across any user activity and any endpoint that constantly learns,
	adapts, and automatically shares threat intelligence across your environment
2	The solution is able to provide insightful investigative capabilities, a rapid response
-	for suspicous objects/activities and a centralized visibility across the network
3	The solution has the capability to automatically detect and respond to the ever-
5	growing variety of threats, including fileless attacks and ransomware
4	The solution provides central visibility and control that allows multiple products to
7	be managed through a single console
5	The solution supports a hybrid deployment approach that is able to merge on-
3	premise, may it be on the network or remote; and cloud to cover all company assets.
6	
0	The solution combines machine learning with other advanced detection techniques
	for the broadest protection against multiple threats sources may it be known or
7	unknown.
7	The solution is able to deliver a blend of signature-less detection techniques that
	doesn't rely on patterns such as user experience behavioral analytics (UEBA),
	machine learning, and indicators of attack (IoA)
8	The solution provides noise cancellation techniques such census and whitelist
	checking to drastically reduce false positives at each layer.
9	The solution has the ability to shares information on suspicious network activities
	and co-relate this with the various security protection on each layers, may it be the
	same vendor or 3rd party to stop subsequent attacks.
10	The solution has the ability to clean infected files, perform rollback and even
	recover lost files if necessary
11	The solution must provide security management platform for physical, virtualized
	and mobile endpoints.
12	The security vendor will provide 24/7 support for its security products and will take
	responsibility for damages, lapses, and inconvience that is directly caused by it
	security solution
13	The solution provides a flexible choices of security agent deployment. It must be
	able to support mass deployment through the network and remote offices. It must
	also support uninstallation of 3rd party security agents.
14	For multiple product deployment, the security vendor mas provide a centralized
	management console that would allow easy management and extended visibility of
	the environment. This centralized management console must also allow 3rd party
	intelligence and easy integration with SIEM/SOAR.
15	The solution provides a capable allow or deny functionality that is able to manage
	known and unknown applications, file types, and executables
16	The application control solution is integrated or can be integrated with other security
	solutions for better data correlation. (Complements security like antivirus, host
	intrusion prevention, data loss prevention, and mobile protection)
17	The solution is able to perfom behavioral assessment of application usage (e.g.
17	number of users accessing the application, its usage, and functionality)
18	The DLP solution provides visibility and control over sensitive data and prevent
10	
	data loss via USB, email, software as a service applications, web, mobile devices,
19	and cloud storage.  The DLP solution is able to detect and react to improper data usage based keywords
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ANNEX A (Page 4 of 4)

20	The DLP solution is able to provide education to employees about corporate data	
	usage policies through alerts, blocking or soft-blocking, and reporting	
22	The DLP solution has visibility and management over data at rest control points. It	
	should also include scaning of endpoints, file server, mail store, Microsoft©	
	SharePoint© Portal Server repository, SaaS applications and cloud storage.	
23	The solution should provide administrators visibility and protection of endpoints	
	that users take outside the company's intranet. It should be able to update policies	$\sim$
	and collect events even if endpoints are not connected via VPN.	

## **II. OTHER REQUIREMENTS**

- 1. Bidder has no overdue deliveries or unperformed services intended for DENR.
- 2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

#### **BIDDER'S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)
Signature of Company Authorized Representative
Name & Designation (in print)
Date

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# **Section VII Revised Technical Specifications**

Instruction to Bidders: Please fill up the form accordingly and sign the Bidder's Undertaking, DO NOT LEAVE ANY BLANK, A "Yes" or "No" entry will not be accepted. Failure to conform will result in a rating of "FAILED".

Project Requirements	Bidder's Statement of Compliance
PROCUREMENT OF ENDPOINT PROTECTION MAINTENANCE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES- CENTRAL OFFICE (DENR-CO) per Terms of Reference dated 25 September 2020	

# PLEASE INDICATE BRAND OF THE ITEM/SERVICES BEING OFFERED IN THE SPACE PROVIDED:

I hereby certify to comply with the above T	echnical Specifications.
Name of Company (in p	rint)
Signature of Company Authorized	Representative
Name & Designation (in p	print)
Date	

<sup>\*</sup>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii).

# **DENR BIDS AND AWARDS COMMITTEE** CHECKLIST OF REQUIREMENTS FOR BIDDERS Name of Company: PROCUREMENT OF ENDPOINT PROTECTION MAINTENANCE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-**Project: CENTRAL OFFICE (DENR-CO)** Bid Ref. No. Bid Ref. No. DENR-CO-2020-013 APPROVED BUDGET FOR THE CONTRACT: P1,331,925.00 Ref. **Particulars** No. **ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS** In accordance with Clause 19.4 of the Instructions to Bidders, the bid, except for the unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder. (a) ELIGIBILITY DOCUMENTS 12.1 (a) **CLASS "A" DOCUMENTS** (a.1.) LEGAL DOCUMENTS Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex I with attached Proof of Authority of the bidder's authorized representative/s: FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT REPRESENTATIVE): Notarized or unnotarized Special Power of Attorney. FOR CORPORATIONS. COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s. (i) 1) Should there be more than one (1) appointed authorized Notes: representatives, use the word "any of the following" or "OR", otherwise, all authorized representatives must sign/initial the bid submission. 2) Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020. IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s. Valid and current Certificate of PhilGEPS Registration (Platinum Membership) issued to bidder: [Note: The valid and current Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the certificate certified true copies of the updated documents]

OR

(ii)

The following Class "A" eligibility documents:

- a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- b) Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas:
  - a. Business/Mayor's Permit for 2020: or

Application for Business/Mayor's Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor's Permit Note: Expired Business/Mayor's permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor's permit is subject for submission after award of contract but before payment. pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020. Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020: (a.2.) TECHNICAL DOCUMENTS Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the (iii) contract to be bid (per Annex II); Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per Annex II-A) (iv) Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex II-A: Copy of End User's Acceptance; or Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s (b) (a.3.) FINANCIAL DOCUMENTS Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex III). The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided. OR Original copy of Committed Line of Credit (CLC) per Annex III-A issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project. In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements. Class "B" Document: (For Joint Venture) Class "B" Document: (For Joint Venture if applicable) The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements. Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or DENR shall apply to the JVA as the JV is deemed as one bidder. For Joint Ventures, Bidder to submit either: Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex IV) signed by all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful and must be in accordance with Section 23.1 (b) of the IRR In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)] The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex IV) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.

#### (b) TECHNICAL DOCUMENTS

(i) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Bid Securing Declaration	
P1,331,925.00	<u>26,638.50</u>	66,596.25	No required Amount	

- 1. Bid Securing Declaration per Annex V;
- 2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
- 3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
- 4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
- 5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit:

The following are the grounds for forfeiture of Bid Security

#### IF A BIDDER:

- a) Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.
- c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.
- Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Allowing the use of one's name, or using the name of another for purposes of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.
- h) Refusal or failure to post the required performance security within the prescribed time.
- Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.
- All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

#### IF THE SUCCESSFUL BIDDER:

- fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or
- fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.

	(ii)	Conformity with Section VI Schedule of Requirements (Terms of Reference as of 25 September 2020) and Section VII Revised Technical Specifications per Supplemental/Bid Bulletin No.1	
ENVELOPE 2: FINANCIAL DOCUMENTS			
13.1	Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Bid Form (Annex VI).		
		ABC is inclusive of VAT. Any proposal with a financial component exceeding the shall not be accepted.	

Note: In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.