

BIDS AND AWARDS COMMITTEE
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SUPPLEMENTAL / BID BULLETIN No. 2

Project : Procurement of Primary Internet Connectivity and Other Services
for the Department of Foreign Affairs Main Building and DFA-
ASEANA
Reference No. : PB-GS-29-2018
ABC : PhP 3,000,000.00
Date : 29 October 2018

This supplemental/bid bulletin is issued to provide information to the prospective proponents/bidders on the following changes to the Bidding Documents:

- I. Technical Specifications (Section VII)** – The Technical Specifications (Section VII) of the Bidding Documents is superseded by ANNEX A of this Supplemental/Bid Bulletin No. 2 after considering inputs from End-User, BAC Members and prospective bidders during the pre-bid conference on 24 October 2018.

The Bidding Documents is amended accordingly.

For the information and guidance of all concerned.

(sgd.)
IMELDA M. PANOLONG
BAC Chairperson

ANNEX A

Technical Specifications

PRIMARY INTERNET CONNECTIVITY AND OTHER SERVICES FOR THE DEPARTMENT OF FOREIGN AFFAIRS MAIN BUILDING AND DFA-ASEANA

I.	BACKGROUND The Department of Foreign Affairs intends to procure Primary Internet Service Connectivity for the DFA Main Building and DFA -ASEANA.	
II.	OBJECTIVE Provide Offices in the DFA Main Building and DFA - ASEANA with high speed bandwidth and reliable internet connection to ensure 24/7 network connectivity with Foreign Service Posts, Consular Offices and Department clientele and stakeholders.	
III.	SCOPE OF WORK	STATEMENT OF COMPLIANCE
	Contractor's Responsibility	
A.	Service Description	
	<ol style="list-style-type: none"> 1. The Contractor shall provide Internet service for a period of one (1) year, with the following specifications: <ol style="list-style-type: none"> a. Service Connection – Internet Direct (Fiber Optic Circuit) b. DFA Main Building Committed Information Rate (CIR) – 150 Mbps or higher c. DFA OCA-ASEANA Committed Information Rate (CIR) – 40 Mbps or higher 	
B.	Value Added Services	
	<ol style="list-style-type: none"> 1. The Contractor shall provide the following Value Added Services: <ol style="list-style-type: none"> a. /28 IP Block (Public IP Address); b. Real-time graphing of bandwidth consumption; c. 24 x 7 Remote or On-Site Support; d. 24 x 7 Live Monitoring; e. Ticketing system for service issue resolution; f. Modem and Router with RJ45 hand-off; and 	

	<ul style="list-style-type: none"> g. Multiple upstream provider (minimum of 8 downlinks and 8 uplinks). h. Fifteen (15) Cable/IPTV Service Connections with the following specifications: <ul style="list-style-type: none"> i. Seventy (70) Channels, wherein Fifty-Five (55) shall be Standard Definition (SD) and Fifteen (15) shall be High Definition (HD) for each of the Cable/IPTV Service; ii. Include all necessary devices such as Set Top Box (STB), Remote Control, and Smart Card; and iii. Accessible through internet connectivity and distributable through the Department’s Local Area Network (LAN). 	
	<p>2. The Contractor shall provide remote support access mechanism with the following additional features:</p> <ul style="list-style-type: none"> a. Supports major browser platforms; b. Concurrent support session; c. Connection without additional installation procedures; d. Reliable security protocols; and e. Recordable and retrievable remote support sessions. 	
C.	Service Interruptions and Rebates	
	<p>1. Upon notification by Office of Asset Management and Support Services – Information Technology, Communications and Records Division (OAMSS-ITCRD) through a Ticketing System, the Contractor shall use all reasonable measures to immediately remedy the system issues or faults.</p>	
	<p>2. In the event of scheduled maintenance work on Contractor’s network or any other scheduled maintenance work to be undertaken by the Contractor, which would affect the provisions of the service, the Contractor shall</p>	

	<p>notify the OAMSS-ITCRD in writing at least five (5) days prior to the start of the scheduled maintenance works. The time frame and duration of works, nature of the work to be undertaken, and the services to be affected must be included in the notice.</p>	
	<p>3. In case of service interruption due to either the failure of its network or negligence of its personnel, the Contractor shall, upon the written notice of OAMSS-ITCRD, and confirmation by the Contractor within five (5) working days of the factual basis thereof, grant a rebate equivalent to a portion of the charges computed on the basis of the schedule below:</p> <ul style="list-style-type: none"> a. 1/8 day for service interruption of more than one (1) minute but not more than three (3) hours. b. 1/6 day for service interruption of more than three (3) hours but not more than six (6) hours. c. 2/6 day for service interruption of more than six (6) hours but not more than nine (9) hours. d. 4/6 day for service interruption of more than nine (9) hours but not more than twelve (12) hours. e. 5/6 day for service interruption of more than twelve (12) hours but not more than fifteen (15) hours. f. One (1) full day for service interruption of fifteen (15) hours or more up to twenty-four (24) hours. 	
IV.	IMPLEMENTATION	
	<p>1. The Contractor shall provide all materials and manpower resources necessary to establish the Internet service.</p>	
	<p>2. The Contractor must be able to deliver the Internet service on 01 January 2019 which shall be the start of the service for the duration of one (1) year.</p>	
V.	CONFIDENTIALITY CLAUSE	
	<p>1. The Contractor shall ensure that each of its personnel assigned to service the Department's internet executes and signs a Non-Disclosure Agreement which is to be submitted to the Department prior to commencement of the service.</p>	

	<p>2. The Contractor shall not disclose any confidential information accessed through the use of its services in relation to the official functions or operations of the Department without prior consent from the latter.</p> <p>3. The Contractor shall immediately inform the Department of breaches, attacks or other form of cyber threats/activities that may contribute to disclosure of any confidential information.</p> <p>4. Failure to comply with the confidentiality clause shall be subject to penalties provision of Republic Act No. 10173 – Data Privacy Act of 2012 and all other relevant existing rules and regulations.</p>	
VI.	PAYMENT	
	<p>1. Payment shall be made on a quarterly basis for a period of one (1) year commencing on 01 January 2019 up to 31 December 2019.</p> <p>2. The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice, or its equivalent complete with supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p>	
	<p>3. All payments shall be inclusive of all applicable taxes and other lawful charges.</p>	

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

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** Clause 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii).

Conformé:

[Signature/s]

[Name of the Bidder/ Bidder's Authorized Representative/s]

[Position]

[Date]