



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

REQUEST FOR QUOTATION

The Department of Budget and Management (DBM), through its Administrative Service (AS), will undertake a Small Value Procurement for the **"Subscription of MySQL Enterprise Edition"** in accordance with Section 53.9 of the Implementing Rules and Regulations of Republic Act No. 9184.

- Name of Project** : **"Subscription of MySQL Enterprise Edition"**
- Approved Budget for** : Nine Hundred Ninety Five Thousand Pesos (995,000)
- Specifications** : See the attached Annex "A" for specifications
- Location** : G/F DBM Building III, General Solano Street, San Miguel, Manila
- Delivery Term** : Twelve (12) months Subscription starting from the receipt of Notice to Proceed

Interested suppliers are required to submit their valid and current Mayor's Permit, 2017 Income/Business Tax Return for ABC's above P 500,000, PhilGEPS Registration Number, Omnibus Sworn Statement for ABC's above P 50,000, and price quotation form (Annex "A") during submission of offer/quotation.

Award of contract shall be made to the lowest quotation, which complies with the minimum description as stated above and other terms and conditions stated in the price quotation form.

Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the bidder or his/her duly authorized representative/s.

Submission of quotation and eligibility documents is on or before 3:00 PM of **November 15, 2018** at the Administrative Service, Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, Manila. Open submission may be submitted, manually or through facsimile at fax no. 735-1957.

For inquiry, you may contact us at tel. nos. 657-3300 local 3115 / 3117.

Very truly yours,


THEA MARIE CORINNE F. PALARCA
OIC-Director, Administrative Service MAD

PRICE QUOTATION FORM

Date: _____

The Administrative Service
 Department of Budget and Management
 Ground Floor, DBM Bldg. III, Gen. Solano Street,
 San Miguel, Manila

Sir/Madam:

After having carefully read and accepted the terms and conditions in the Request for Quotation, hereunder is our quotation/s for the item/s as follows:

Description	Specification	Quantity	Unit Price	Total Price
Subscription of MySQL Enterprise Edition	<p><u>I. OBJECTIVE:</u></p> <ul style="list-style-type: none"> ➤ Provide license coverage for the cloud and on premise database environment ➤ Ensure availability and continuity of operations of the system to all users. <p><u>II. DURATION OF CONTRACT:</u></p> <ul style="list-style-type: none"> ➤ Twelve (12) months subscription <p><u>III. SPECIFICATIONS:</u></p> <ul style="list-style-type: none"> ➤ Twelve (12) months Subscription of MySQL Enterprise Edition for three (3) Physical Servers. ➤ Software and Technical Support <ul style="list-style-type: none"> • Software Updates • Software Updates is the base level for All Oracle-MySQL support services and consists of: <ul style="list-style-type: none"> ○ Program updates ○ General maintenance releases ○ Selected functionality releases ○ Patches via My Oracle Support ○ Documentation updates ○ Limited access to bug fix information and patches on Oracle-MySQL Support. • Free Upgrade to new software version • Release for one (1) year • Feature enhancement and new product • Releases for one (1) year <p><u>IV. SCOPE OF WORK:</u></p> <ul style="list-style-type: none"> ➤ The CONTRACTOR shall deliver, install, and activate the software licenses and configure of InnoDB Cluster within 15) calendar days from issuance of Notice 			

to Proceed (NTP):

- A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).
- The CONTRACTOR shall provide Technology Transfer

Training	Schedule	No. of Participants
MySQL for Database Administrators	Within thirty (30) calendar days from the receipt of NTP.	Three (3) DBM personnel.

- The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.
- A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

V. SERVICE LEVEL AGREEMENT

- DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

Component	Description	Liquidating Damages
Delivery, Installation, Configuration and Activation	The CONTRACTOR shall deliver, install and activate the software licenses for two (2) units of laptop within five (5) calendar days from issuance of Notice to Proceed (NTP) (Sec. 5.1)	One-tenth (1/10 th) of one percent (1%) of the total contract price shall be deducted for everyday of delay.
Technology Transfer	The CONTRACTOR shall provide	1/10 th of 1% of the total contract price

	Technology Transfer (Sec. 5.2)	shall be deducted for everyday of delay			
<p>➤ The DBM shall have the right to blacklist the CONTRACTOR after twelve (12) instances of non-compliance to Section 4.4 at any given time during the contract period.</p>					
<p><u>VI. WARRANTIES OF THE CONTRACTOR:</u></p>					
<p>➤ The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.</p>					
<p>➤ The CONTRACTOR warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do 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.</p>					
<p>➤ 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 to any other duly constituted authority relating to the use or operation of the installation.</p>					
<p>➤ The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.</p>					
<p>➤ The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their</p>					

jobs.

- The CONTRACTOR shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.
- The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

VII. CONFIDENTIALITY OF DATA

- All project personnel of CONTRACTOR shall be required to sign a Non-disclosure Agreement (NDA).
- The DBM Enterprise Network System, its component, parts and all products, product samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to DBM.
- The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. The CONTRACTOR furthermore agrees not to produce, translate or disclose the Proprietary Information to 3rd parties without prior written approval of the DBM.

VIII. TERMS OF PAYMENT

- The CONTRACTOR shall be paid in accordance with the following schedules subject to the required Final Withholding VAT of five percent (5%) and Expanded Withholding Tax (EWT) of two percent (2%):

Component	Percentage (%)	Payment Schedule
Subscription of My SQL Enterprise Edition	90% of the total contract price	One – time payment
Technical	10% of the	Monthly

Support Services	total contract price	
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- One-time payment for the software license cost (90%) shall be made upon completion of project implementation as specified in section 4.2, 24.3 and 4.5 of the TOR and from the submission of the documentary requirements such as, but not limited to the following:
 - Statement of Account / Billing Invoice / Sales Invoice.
 - A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

- The monthly billing form the technical support services (10%) shall be paid from the submission of the documentary requirements such as, but no limited to the following:
 - Statement of Account / Billing Invoice / Sales Invoice.
 - A Certificate of Acceptance (Maintenance and Technical Support shall be issued by the Director of Information and Communication Technology Systems Service (ITCSS).

- No advance payment shall be made as provided for in Section 88 of PD 1445.

IX. PRE-TERMINATION OF CONTRACT

- The contract for the Subscription of Vulnerability Assessment Tool may be pre-terminated by the DBM for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.

- In case of pre-termination, the CONTRACTOR shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.

	➤ The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.			
				* Inclusive of Delivery
				Total (inclusive of VAT)

(Amount in Words) _____

The above-quoted prices are inclusive of all costs and applicable taxes.

Very truly yours,

Name/Signature of Representative

Name of Company

Contact No.

TECHNICAL SPECIFICATIONS

Item	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE						
	Subscription of MySQL Enterprise Edition							
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It shall not employ DBM employees to work in any category whatsoever.
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	<p><u>IX. PRE-TERMINATION OF CONTRACT</u></p> <p>➤ The contract for the Subscription of Vulnerability Assessment Tool may be pre-terminated by the DBM for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.</p> <p>➤ In case of pre-termination, the CONTRACTOR shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.</p> <p>➤ The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.</p>	
* Inclusive of Delivery		

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

Name of Company/Bidder

Signature over Printed Name of
Representative

Date

SCHEDULE OF REQUIREMENTS

Item	SCHEDULE OF REQUIREMENTS	Quantity	Contract Duration
	The Bidder/Supplier shall provide the following needed for the project:		
	Subscription of MySQL Enterprise Edition	1 lot	Twelve (12) months Subscription starting from the receipt of Notice to Proceed
I	OBJECTIVE		
II	DURATION OF THE CONTRACT		
III	SPECIFICATIONS		
IV	SCOPE OF WORK		
V	SERVICE LEVEL AGREEMENT		
VI	WARRANTIES OF THE CONTRACTOR		
VII	CONFIDENTIALITY OF DATA		
VIII	TERMS OF PAYMENT		
IX	TERMINATION OF CONTRACT		

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

Name of Company/Bidder

Signature over Printed Name of Representative

Date

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]*s authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government*

identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her _____ No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ___, *[date issued]*, *[place issued]*

IBP No. ___, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____