



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*" for **FY 2019**, 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 the Contract (ABC) : **Nine Hundred Ninety Six Thousand and Three Hundred Pesos only**
(Php 996, 300.00)

Specifications : See the attached Annex "A" for specifications

Location : G/F DBM Building III, Gen. Solano St., San Miguel, Manila

Delivery Term : On or before December 20, 2019

Implementation Period : December 20, 2019 - December 19, 2020

Interested suppliers are required to submit their valid and current Mayor's Permit, Income/Business Tax Return (for ABCs above Php500k), PhilGEPS Registration Number, Omnibus Sworn Statement and Authority of Signatory, upon submission of quotation. PhilGEPS Platinum Membership may be submitted in lieu of the Mayor's/ Business Permit and the PhilGEPS Registration Number.

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 p.m. of** _____ at the Administrative Service, Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, Manila. Open submission may be submitted, manually or through email at eestipona@dbm.gov.ph.

.For inquiries, you may contact us at tel. nos. 735-4902 or 657-3300 local 3115.

Very truly yours,


THEA MARIE CORINNE F. PALARCA
Director IV, Administrative Service 

**CHECKLIST OF ELIGIBILITY AND TECHNICAL
DOCUMENTS FOR SUBMISSION**

Class "A" Documents

(1) **Legal Documents**

- PhilGEPS Registration Number
 - Mayor's/ Business Permit
Note: For individuals, only the BIR Certificate of Registration shall be submitted in lieu of Mayor's Permit.
 - Income/ Business Tax Return (For ABCs above P500K)

Note: PhilGEPS Platinum Certificate of Registration may be submitted in lieu of the Mayor's Permit and PhilGEPS Registration Number.

(2) **Technical Documents**

- Omnibus Sworn Statement
- Authority of the Signatory

Class "B" Documents

- JVA or the Duly Notarized Statement in accordance with Section 23.1(b) of the 2016 Revised IRR, if applicable.

PRICE QUOTATION FORM

Date: _____

The Administrative Service
 Department of Budget and Management
 Ground Floor, DBM Bldg. III, Gen. Solano St.,
 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	<ul style="list-style-type: none"> Subscription of MySQL Enterprise Edition for the period, December 20, 2019 – to December 19, 2020. Please see attached for <i>Technical Specifications and Schedule of Requirements</i> 	1 lot		

(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

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 "Technical Specifications."

SEC.	DESCRIPTION	BIDDER'S STATEMENT OF COMPLIANCE
1	<p>PROJECT TITLE</p> <p>Subscription of MySQL Enterprise Edition</p>	
2	<p>OBJECTIVE</p> <p>The project aims to achieve the following:</p> <p>2.1 Acquire renewal of software license for the Department of Budget and Management (DBM) database environment; and</p> <p>2.2 Ensure the availability and continuity of operations of the system to all users.</p>	
3	<p>DURATION OF THE CONTRACT</p> <p>Twelve (12) months Subscription (December 20, 2019 - December 19, 2020)</p>	
4	<p>SPECIFICATIONS</p> <p>4.1 Twelve (12) months Subscription of MySQL Enterprise Edition for three (3) Physical servers.</p> <p>4.2 Software and Technical Support</p> <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 	



	<ul style="list-style-type: none"> ○ 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 release for one (1) year 							
5	<p>SCOPE OF WORK</p> <p>5.1 The CONTRACTOR shall deliver license and service agreement <u>on or before December 20, 2019</u>:</p> <p>A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).</p> <p>5.2 The CONTRACTOR shall provide MySQL Training :</p> <table border="1" data-bbox="459 907 1166 1155"> <thead> <tr> <th>Training</th> <th>Schedule</th> <th>No. of Participants</th> </tr> </thead> <tbody> <tr> <td>MySQL Performance Tuning</td> <td>On or before December 27, 2019</td> <td>Three (3) DBM personnel.</td> </tr> </tbody> </table> <p>The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.</p> <p>5.3 The CONTRACTOR shall conduct once a month database inspection and submit a status report. The inspection shall be done every first week of the month.</p> <p>A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).</p>	Training	Schedule	No. of Participants	MySQL Performance Tuning	On or before December 27, 2019	Three (3) DBM personnel.	
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MySQL Performance Tuning	On or before December 27, 2019	Three (3) DBM personnel.						
6	<p>SERVICE LEVEL AGREEMENT</p> <p>6.1. DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.</p>							

Component	Description	Liquidated Damages
Delivery	The CONTRACTOR shall deliver licenses and services agreement <u>on or before December 20, 2019 (Sec. 5.1)</u>	One-tenth (1/10 th) of one percent (1%) of the total contract price shall be deducted for every day of delay.
MySQL Training	The CONTRACTOR shall provide MySQL Performance Tuning Training (Sec. 5.2)	1/10 th of 1% of the total contract price shall be deducted for every day of delay.
Technical Support Services	Conduct once - a - month database inspection and submit a status report. The inspection should be done every first week of the month. (Sec. 5.3)	1/10 th of 1% of the total contract price shall be deducted from the performance security bond for every day of delay.

6.2 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.

7 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

	<p>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>7.4 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>7.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.</p> <p>7.6 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.</p> <p>7.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.</p>	
<p>8</p>	<p>CONFIDENTIALITY OF DATA</p> <p>8.1 All project personnel of the CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).</p> <p>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.</p>	
<p>9</p>	<p>TERMS OF PAYMENT</p> <p>9.1 The CONTRACTOR shall be paid a one-time payment for the renewal of subscription of MySQL Enterprise Edition <u>upon delivery of the license and service agreement as specified in section 5.1</u> of the Technical Specifications and from the submission of the documentary requirements such as, but not limited to the following:</p>	

	<p>I.1.1 Statement of Account/ Billing Invoice/ Sales Invoice; and</p> <p>I.1.2 Certificate of Acceptance issued by the Director of Information and Communication Technology Systems Service (ICTSS).</p> <p>9.2 No advance payment shall be made as provided for in Section 88 of PD 1445.</p>	
10	<p>PRE-TERMINATION OF CONTRACT</p> <p>10.1 The contract for the Renewal of Subscription of MySQL Enterprise Edition 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 prior to such pre-termination.</p> <p>10.2 In the case of pre-termination, the CONTRACTOR shall be liable to 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>10.3 The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.</p>	

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

Name of Company/Bidder

Signature over Printed Name of Bidder/Representative

Date



SCHEDULE OF REQUIREMENTS
Subscription of MySQL Enterprise Edition

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

ITEM	DESCRIPTION	DELIVERY SCHEDULE
1.	Delivery of License and Service Agreement	On or before December 20, 2019
2.	Project Implementation according to Technical Specifications ("Annex B")	December 20, 2019 - December 19, 2020

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

Name of Company/Bidder

Signature over Printed Name of Bidder/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] is 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 ____