



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)** – Bids and Awards Committee (BAC) through its **Administrative Service - Procurement Management Division**, will undertake a Small Value Procurement for the **Subscription of VMware Licenses and Support Services** for FY 2020 in accordance with Section 53.9 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Please quote your **best offer** for the item described herein, **subject to the Terms and Conditions** provided at the last page of this Request for Quotation (RFQ). Submit your quotation duly signed by you or your duly authorized representative **not later than June 15, 2020, 2:00 P.M.** at the Administrative Service, Ground Floor DBM Bldg. III, General Solano St., San Miguel, Manila. Open submission may be submitted, manually or through email at mcadiz@dbm.gov.ph.

A copy of your **2020 Business/Mayor's Permit¹** and **PhilGEPS Registration Number** are required to be submitted along with your quotation/proposal. Moreover, the corresponding **certificates** showing that the bidder/contractor has the following Certified Professionals who will attend the migration, software maintenance, and support services, must be submitted along with the quotation/proposal:

1. VMware Certified Professional; and
2. CISCO Certified Network Professional.

An **Omnibus Sworn Statement², Income/ Business Tax Return** (for ABCs above Php500k) will also be required prior to award.

For any clarification, you may contact us at telephone no. **(02) 8657-3300 local 3115** or email address at mcadiz@dbm.gov.ph.


JOYCE D. LABAO

OIC- Chief Administrative Officer,
Procurement Management Division

¹ In case of recently expired Mayor's/Business permit, it shall be accepted together with its official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted after award of contract but before payment in accordance with item 6.2 of Government Procurement Policy Board (GPPB) Resolution No. 09-2020.

² In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.

Date: _____

Name of Company: _____

Address: _____

Name of Store/Shop: _____

Address: _____

TIN: _____

PhilGEPS Registration Number: _____

INSTRUCTIONS:

- (1) Accomplish this RFQ correctly and accurately.
- (2) Do not alter the contents of this form in any way.
- (3) All technical specifications are mandatory. Failure to comply with any of the mandatory requirements will disqualify your quotation.
- (4) Failure to follow these instructions will disqualify your entire quotation.

Bidder's 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 specification.

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

<i>NAME OF PROJECT</i>			
TECHNICAL SPECIFICATIONS	Quantity	Bidder's Statement of Compliance	Unit Price
See attached Annex "A" for the Technical Specifications.	1 lot		

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

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

<i>NAME OF PROJECT</i>	
SCHEDULE OF REQUIREMENTS	Delivery Schedule
See attached Annex "A."	

FINANCIAL OFFER:

Please quote your **best offer** for the item below. Please do not leave any blank items. Indicate "0" if item being offered is for free.

NAME OF PROJECT	
Approved Budget for the Contract	Total Offered Quotation
Seven Hundred Thousand Pesos (PhP700,000.00)	In words: _____ _____ _____
	In figures: _____ _____ _____

Payment Details:

<i>Banking Institution:</i> _____
<i>Account Number:</i> _____
<i>Account Name :</i> _____
<i>Branch:</i> _____

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email address/es

TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of *thirty (30) calendar days* from the date of submission.
3. Price quotation/s, to be denominated in Philippine peso shall include all taxes, duties and/or levies payable.
4. Quotations exceeding the Approved Budget for the Contract shall be rejected.
5. Award of contract shall be made to the lowest calculated and responsive quotation (for goods and infrastructure) or, the highest rated offer (for consulting services) which complies with the minimum technical specifications and other terms and conditions stated herein.
6. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
7. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
8. The DBM shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. In case two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the GPPB-TSO shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06-2005.
10. **Payment shall be processed after delivery and upon the submission of the required supporting documents, in accordance with existing accounting rules and regulations. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the contractor's account.**
11. Liquidated damages equivalent to one tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The DBM shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.

Signature over Printed Name

Position/Designation

TECHNICAL SPECIFICATIONS

I. PROJECT TITLE

Subscription of VMware Licenses and Support Services

II. OBJECTIVE

To continue and maintain the functionality and manageability of the VMware Software in order to ensure the availability of DBM's Application Systems and other servers in a virtual environment.

III. DURATION OF THE CONTRACT

The contract duration for the Subscription of VMware Licenses and Support Services shall be one (1) year from the issuance of the certificate of acceptance.

IV. SCOPE OF WORK AND SERVICES

- 4.1 The CONTRACTOR shall provide the renewal of VMware software license with contract ID# **465537168** for the **VMware vSphere 6 Essentials Plus** within thirty (30) calendar days from the receipt of Notice to Proceed (NTP).
- 4.2 The CONTRACTOR shall upgrade the VMware software license with contract ID# **418752355** from **VMware vSphere 5 Essentials to VMware vSphere 6 Essentials Plus** within thirty (30) calendar days from the receipt of NTP.
- 4.3 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in the form of a telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on all VMware Software components within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.4 The CONTRACTOR shall provide service units (e.g. physical servers, back-up servers) for the migration of virtual machines in order to upgrade the VMware Software to version 6 and above within thirty (30) calendar days from the receipt of NTP.

The CONTRACTOR shall ensure that the VMware Software is up to date (e.g. version, updates, patches and etc.)

- 4.5 The CONTRACTOR shall conduct a monthly check-up and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.
- 4.6 The CONTRACTOR must have the following Certified Professionals that will attend the migration, software maintenance, and support services: (certificates must be submitted in the submission of bid documents and will be subject for post-qualification):

- 4.6.1 VMware Certified Professional
- 4.6.2 CISCO Certified Network Professional

4.7 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS) once all the requirements are fully met by the CONTRACTOR.

V. SERVICE LEVEL AGREEMENT

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

Component	Description	Liquidated Damages
5.1.1 Provision of License/s	<p>The CONTRACTOR shall provide the renewal of VMware software license with contract ID# 465537168 for the VMware vSphere 6 Essentials Plus within thirty (30) calendar days from the receipt of Notice to Proceed (NTP).</p> <p>The CONTRACTOR shall upgrade the VMware software license with contract ID# 418752355 from VMware vSphere 5 Essentials to VMware vSphere 6 Essentials Plus within thirty (30) calendar days from the receipt of NTP.</p>	One (1) % of the total contract price for every day of delay.
5.1.2 Technical Support	The CONTRACTOR shall resolve every problem on all VMware Software components within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.	1/10 th of 1% of the total contract price shall be imposed for every hour of delay.
5.1.3 Upgrade / Update	The CONTRACTOR shall provide service units (e.g. physical servers, back-up servers) for the migration of virtual machines in order to upgrade the VMware Software to version 6 and above within thirty (30) calendar days from the receipt of NTP.	1/10 th of 1% of the total contract price shall be imposed for every day of delay.
5.1.4 Check-up and Monthly Report	The CONTRACTOR shall conduct a monthly check-up and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.	1/10 th of 1% of the total contract price shall be imposed for every day of delay.

VI. WARRANTIES OF THE CONTRACTOR

- 6.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- 6.2 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.
- 6.3 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 directives of Regulatory Authorities and Commissions.
- 6.4 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.
- 6.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 6.6 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.
- 6.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 6.8 The CONTRACTOR shall identify the certified technical support personnel that will be given the authority to access and operate the specified equipment. DBM shall be informed through a formal notice on the change or replacement of technical personnel five (5) days prior to the actual rendering of technical support services.
- 6.9 The CONTRACTOR shall provide services that shall include technical support, provision of service unit, preventive maintenance and monthly report which shall be covered by performance security bond equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the subscription period. Provided that all conditions imposed under the contract have been fully met.

The subscription period shall commence on the day the DBM issues a Certificate of Acceptance.

VII. CONFIDENTIALITY OF DATA

- 7.1 All project personnel of the CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2 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.

VIII. TERMS OF PAYMENT

- 8.1 The CONTRACTOR shall be paid upon provision of licenses and support services of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 8.2 Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
 - 8.2.1 Sales Invoice/Billings
 - 8.2.2 Certificate of Acceptance issued by ICTSS Director
 - 8.2.3 Non-Disclosure Agreement
- 8.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

IX. PRE-TERMINATION OF CONTRACT

- 9.1 The contract for the Subscription of VMware Software Licenses and Support Services 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.
- 9.2 In the case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.
- 9.3 The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.