



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**, intends to procure "**Renewal of Licenses for the Subscription of NESSUS Pro Vulnerability Assessment Tool**" for CY 2021 in accordance with Section 53.9 (Negotiated Procurement – Small Value Procurement) of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184. The Approved Budget for the Contract (ABC) is **Four Hundred Eleven Thousand Pesos (P 411,000.00)**. The period for the performance of the obligations shall not go beyond the validity of the appropriations for this Project.

Please quote your **best offer** for the item/s 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 your authorized representative **not later than** **MARCH 23, 2021** **2:00 P.M.** at the Administrative Service – Procurement Management Division, Ground Floor DBM Bldg. III, General Solano St., San Miguel, Manila. Quotations may also be submitted through facsimile or email at the address and contact numbers indicated below.

A copy of your 2021 **Business/Mayor's Permit¹** and **PhilGEPS Registration Number** is also required to be submitted along with your signed quotation/proposal. A valid Certificate of PhilGEPS Registration (Platinum Membership) may be submitted in lieu of the Mayor's/Business Permit.

The **Omnibus Sworn Statement² (GPPB-prescribed forms), Income/Business Tax Return³ (for ABC's above Php 500k)** will also be required to be submitted *prior to award*.

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

Joyce D. Labao  Digitally signed by
Joyce D. Labao

JOYCE D. LABAO

OIC-Chief Administrative Officer, AS-PMD

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.

³ Manually filed tax returns or filed through the EFPS

Date: _____

Name of Company:	
Address:	
Name of Store/Shop (if applicable):	
TIN:	
PhilGEPS Registration Number:	

INSTRUCTIONS:

- (1) Accomplish this RFQ correctly, accurately and completely.
- (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.

Sir/Madam:

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:

TECHNICAL SPECIFICATION

1. Please quote your **best offer** for the item/s below. Please do not leave any blank items. Indicate "0" if item being offered is for free.
2. Bidders must state "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each Specification

Item	Description	Total Quantity	Bidder's Statement of Compliance	Unit Cost per Month (Vat Inclusive)	Total Cost for Twelve (12) Months** (Vat Inclusive)
I	<u>Renewal of Licenses for the Subscription of NESSUS Pro Vulnerability Assessment Tool</u> Please see "Annex A" for the Technical Specifications and Schedule of Requirements	1 lot			
TOTAL COST:					

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

SCHEDULE OF REQUIREMENTS

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

Item	Description	Total Quantity	Delivery
I	Renewal of Licenses for the Subscription of NESSUS Pro Vulnerability Assessment Tool	1 lot	The contract for the Renewal of Licenses for the Subscription of NESSUS Pro Vulnerability Assessment Tool shall be for twelve (12) months duration. (April 17, 2021 - April 16, 2022)

Important:

The period for the performance of the obligations under the Purchase Order shall be for twelve (12) months or until the validity of the appropriation for the Project.

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email address/es

<u>FINANCIAL OFFER:</u>	
Approved Budget for the Contract	Your Total Offered Quotation
Four Hundred Eleven Thousand Pesos (PhP411,000.00)	In words:
	In figures:

<u>Payment Details:</u>	Payment shall be made promptly, but in no case later than sixty (60) days, through Land Bank's LDDAP-ADA/Bank Transfer facility after submission of billing statement/invoice and upon fulfillment of other obligations as stipulated in the contract as well as upon inspection and acceptance of the goods by the end user.
Banking Institution	
Account Number	
Account Name	
Branch	

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 *sixty (60) calendar days* from the date of submission of quotation.
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 DBM 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 government 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

Office Telephone No.

Fax/Mobile No.

Email address/es

TECHNICAL SPECIFICATION

"ANNEX A"

I. PROJECT TITLE

Renewal of Licenses for the Subscription of NISSUS Pro Vulnerability Assessment Tool

II. OBJECTIVE

To detect vulnerabilities in the set-up and configuration of systems so they could be addressed immediately to prevent/avoid compromising the DBM's Information and Communication Technology resources.

III. DURATION OF THE CONTRACT

The contract for the Renewal of Licenses for the Subscription of NISSUS Pro Vulnerability Assessment Tool shall be for twelve (12) months duration. **(April 17, 2021 - April 16, 2022)**

IV. SPECIFICATION

- 4.1 The CONTRACTOR shall provide licenses and support services in the two (2) units of the laptop for the following NISSUS Pro Vulnerability Assessment Tool features:
 - 4.1.1 Scanning Capabilities:
 - 4.1.1.1 No limit to the number of IPs/assessments that can scan/run.
 - 4.1.1.2 Fast and accurate scanning with low false positive.
 - 4.1.1.3 Ability to scan such as, but not limited to the following:
 - 4.1.1.3.1 Network Devices (e.g. firewalls, routers, switches and etc.)
 - 4.1.1.3.2 Virtualization (e.g. ESX, ESXi, vSphere, vCenter, Microsoft, Hyper V, Citrix Xen Server and etc.)
 - 4.1.1.3.3 Operating Systems (e.g. OS X, Linux, Solaris, FreeBSD, Cisco iOS, IBM Series, Microsoft Windows and etc.)
 - 4.1.1.3.4 Databases (e.g. Oracle, SQL Server, My SQL, DB2, Informix, PostgreSQL, MongoDB and etc.)
 - 4.1.1.3.5 Configuration of cloud applications (e.g. Amazon Web Services, Microsoft Azure, Rackspace and etc.)
 - 4.1.1.4 Can detect threats (e.g. viruses, malware, backdoors, hosts communicating with botnet-infected systems, known and unknown processes, web services linking to malicious content).
 - 4.1.2 Deployment and Management:
 - 4.1.2.1 Easily transferable license between computers
 - 4.1.2.2 Out of the box policies and configuration templates for simple policy creation to scan an entire network.
 - 4.1.2.3 Supports credentialed/non-credentialed remote scans, local scans for deeper, granular analysis of assets that are online as well as offline or remote.
 - 4.1.2.4 Vulnerability ranking based on Common Vulnerability Scoring System (CVSS), five severity levels (Critical, High, Medium, Low and Informational), customizable severity levels for the recasting of risk.
 - 4.1.3 Reporting:
 - 4.1.3.1 Customizable reports to sort by vulnerability or host, create a summary or compare scan results to highlight changes.
 - 4.1.3.2 Customizable reports for IT managers, network engineers and executives that can be exported (e.g. HTML, PDF, CSV, XML and etc.)
 - 4.1.3.3 Capable of email notification of scan results, remediation, and recommendation.

V. SCOPE OF WORK AND SERVICES

- 5.1 The CONTRACTOR shall renew the licenses and support services on **April 17, 2021**.
- 5.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, online and/or on-site support.
- 5.3 The CONTRACTOR shall resolve every problem on all NESSUS Pro Vulnerability Assessment Tool 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.
- 5.4 The CONTRACTOR shall have Certificate and/or Authorization to represent Original Product Manufacturer (certificates must be submitted in the submission of bid documents and will be subject to post-qualification).
- 5.5 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

VI. SERVICE LEVEL AGREEMENT

- 6.1 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 Renewal	The CONTRACTOR shall renew the licenses and support services in the two (2) units of the laptop on April 17, 2021.	One percent (1%) of the total contract price shall be deducted for every day of delay.
5.1.2 Technical Support	<p>The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, online and/or on-site support.</p> <p>The CONTRACTOR shall resolve every problem on all NESSUS Pro Vulnerability Assessment Tool 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.</p>	1/10th of 1% of the total contract price shall be imposed for every hour of delay.

VII. WARRANTIES OF THE CONTRACTOR

- 7.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this technical specifications.

- 7.2 The CONTRACTOR warrants the reliability of the services and their manpower complement. The CONTRACTOR further warrants that the technical staff assigned are qualified to provide the service required to the satisfaction of the DBM.
- 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 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 authorities relating to the use or operation of the installation.
- 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.
- 7.5 The CONTRACTOR's personnel shall coordinate with the authorized and/or designated DBM ICTSS personnel in the performance of their jobs.
- 7.6 The CONTRACTOR shall be liable for loss, damage or injury cause directly or indirectly by the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be fully released from any liability arising therefrom.
- 7.7 The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest to the contract being bidded out.
- 7.8 The CONTRACTOR shall identify the certified technical support personnel that will be given authority to access and operate the specified equipment. The DBM shall be informed through a formal notice of the change or replacement of technical personnel five (5) days before the actual rendering of technical support services.
- 7.9 The CONTRACTOR shall provide a services which shall include technical support 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, further, that the goods supplied are free from patent and latent defect and all conditions imposed under the contract have been fully met.

VIII. CONFIDENTIALITY OF DATA

- 8.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 8.2 The DBM Enterprise Network System, its component, parts and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are confidential.
- 8.3 The CONTRACTOR agrees to hold all the foregoing information in strict confidence. The CONTRACTOR further agrees not to reproduce or disclose any confidential information to 3rd parties without the prior written approval of the DBM.

IX. TERMS OF PAYMENT

- 9.1 The CONTRACTOR shall be paid upon completion of the Renewal of Licenses for the Subscription of NESSUS Pro Vulnerability Assessment Tool subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 9.2 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:

- 9.2.1 Statement of Account/ Billing Statement/ Sales Invoice.
- 9.2.2 Certificate of Acceptance issued by the Director of Information and Communication Technology Systems Service (ICTSS)
- 9.2.3 Non-Disclosure Agreement

No advance payment shall be made as provided for in Section 88 of Presidential Decree (PD) No. 1445 (Ordaining and Instituting a Government Auditing Code of the Philippines).

X. PRE-TERMINATION OF CONTRACT

The contract for the Renewal of Licenses for the Subscription of NESSUS Pro Vulnerability Assessment Tool may be pre-terminated by the DBM for any violation of the terms thereof. In case of pre-termination, the CONTRACTOR shall be notified by the DBM thirty (30) days prior to actual pre-termination.



Digitally signed by Luis S. Indefenso
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