

REPUBLIC OF THE PHILIPPINES **DEPARTMENT OF BUDGET AND MANAGEMENT**

General Solano Street, San Miguel, Manila

REQUEST FOR QUOTATION No. 2022-059A

The **Department of Budget and Management (DBM)** through its **Administrative Service**, intends to procure "**Renewal of Adobe Cloud-Based Multimedia Editing Tool Subscription**" for FY 2022 in accordance with **Section 53.9** (Negotiated Procurement – Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Please quote your **best offer** for the item/s described herein, **subject to the attached Annexes A and B (Terms and Conditions)**, provided as part of this Request for Quotation (RFQ). Submit your quotation duly signed by your authorized representative **not later than November 11, 2022, 2:00 PM** 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 2022 **Business/Mayor's Permit¹** and **PhilGEPS Registration Number** is also required to be submitted along with your signed quotation/proposal. A **valid and updated** PhilGEPS Registration Certificate (Platinum Membership) (**all pages**) may be submitted in lieu of the Mayor's/Business Permit.

The Supplier/Service Provider with the Single/Lowest Calculated Quotation shall submit its **Omnibus Sworn Statement² (GPPB-prescribed forms), Income/Business Tax Return³ (for ABC's above Php 500k)** within a non-extendible period of five (5) calendar days from receipt of the notice from the Administrative Service that it submitted the Single/Lowest Calculated Quotation.⁴

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

AARON ALBERTO A. ESCALONA

Chief Administrative Officer

¹In 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.

²In 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.

³Manually filed tax returns or filed through the EFPS

⁴Failure to submit the required documents on time, or a finding against the veracity thereof, shall disqualify the supplier/service provider for award. In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.

	Date:	
Name of Company:		
Address:		
Name of Store/Shop:		
Address:		
TIN:		
PhilGEPS Registration Number:		

INSTRUCTIONS:

- (1) Accomplish this Request for Quotation (RFQ) correctly and accurately.
- (2) The use of this RFQ is highly encouraged to minimize errors or omissions of the mandatory provisions.

If a different form is used other than the RFQ, the quotation shall contain all the mandatory provisions, including manifestation on the agreement with the Terms and Conditions below.

In case a prospective supplier or service provider submits a filled-out RFQ with a supporting document (i.e., price quotation in a different format), both documents shall be considered unless there is any discrepancy. In this case, provisions in the RFQ shall prevail.

- (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 <u>best offer</u> for the item/s below. Please do not leave any blank items. Indicate "0" if the 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 (Vat Inclusive)	Total Cost (Vat Inclusive)
A.	Renewal of Adobe Cloud-Based Multimedia Editing Tool Subscription Please see the attached Annex "C" for the detailed Technical Specifications and Schedule of Requirements	1 lot			

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

SCHEDULE OF REQUIREMENTS			BIDDER'S STATEMENT OF COMPLIANCE
A.	Renewal of Adobe Cloud-Based Multimedia Editing Tool Subscription	1 lot	
	Please see the attached Annex "C" for the detailed Technical Specifications and Schedule of Requirements		

<u>FINANCIAL OFFER</u>		
Approved Budget for the Contract	ed Budget for the Contract Total Offered Quotation	
	In words:	
Nine Hundred Ninety-Five Thousand Pesos		
(Php 995,000.00)	In figures:	

	Payment Details:	
Payment Terms:	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, subject to other payment terms as prescribed in this RFQ.	
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. 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, subject to other payment terms as prescribed in this RFQ.
- 12. 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 **may** 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.

- 13. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. of 2020, the DBM shall publish in its official website and social media platform the following post-award information:
 - a) Project name;
 - b) Approved budget for the contract;
 - c) Contract period;
 - d) Name of the winning bidder and its official business address;
 - e) Amount of contract awarded;
 - f) Date of Award and Acceptance;
 - g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

CONFORME:
Signature over Printed Name
Position/Designation
Office Telephone No.
Fax/Mobile No.
Email address/es

DETAILED TECHNICAL SPECIFICATIONS

1.0 PROJECT TITLE

Renewal of Adobe Cloud-Based Multimedia Editing Tool Subscription

2.0 OBJECTIVE

To continue the usage of Adobe Cloud-based Multimedia Editing Tool for design, photography, video, and web as well as digital document experiences.

For this project, the subscription to the existing Adobe Cloud-Based Multimedia Editing Tool will maintain the performance and functionality of and ensure its compatibility with, the existing fleet and equipment. Hence, reference to brand names is authorized under Section 18 of the 2016 Revised IRR of RA 9184 which provides that, "[r]eference to brand names shall not be allowed except for items or parts that are compatible with the existing fleet of equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment". (emphasis supplied)

3.0 SUBSCRIPTION PERIOD

The subscription period of the Adobe Cloud-Based Multimedia Editing Tool shall cover twelve (12) months from the issuance of the Certificate of Acceptance by the Information and Communications Technology Systems Service (ICTSS) - Director.

4.0 SPECIFICATIONS AND SCOPE OF WORK

4.1 The contractor shall provide licenses and support for fifteen (15) users of Adobe Cloud-based Multimedia Editing Tool within fifteen (15) calendar days from the Notice to Proceed (NTP) with the following features and functionalities:

4.1.1 Desktop Application

- 4.1.1.1 Edit and composite images, use 3D tools, edit video and perform advanced image analysis.
- 4.1.1.2 Organize, edit, and batch-process all digital photos
- 4.1.1.3 Create vector-based graphics and illustrations for print, web, video, and mobile.
- 4.1.1.4 Design professional layouts for print and digital publishing.
- 4.1.1.5 Easily create high-quality, photorealistic 3D images.
- 4.1.1.6 Create, protect, sign, collaborate on, and print PDF documents and forms
- 4.1.1.7 Enable writers and designers to work simultaneously on the same document.
- 4.1.1.8 Browse, organize, and search your photos and design files in one central place.
- 4.1.1.9 Edit video with high-performance, industry-leading editing tools.
- 4.1.1.10 Create cinematic motion graphics and visual effects.

- 4.1.1.11 Record, mix and restore audio for broadcast, video, and film.
- 4.1.1.12 Create, edit, and share online videos anywhere.
- 4.1.1.13 Quickly output video files for virtually any screen.
- 4.1.1.14 Streamline the import and logging of video from any video format.
- 4.1.1.15 Visually design and develop modern, responsive websites.
- 4.1.1.16 Design interactive animations with cutting-edge drawing tools for multiple platforms.
- 4.1.1.17 Design, prototype, and share engaging user experiences for websites, mobile apps, etc.
- 4.1.1.18 Create stunning branded social media graphics, web pages, and animated video stories in minutes.
- 4.1.1.19 Build exceptional applications for Android, iOS, Windows, and Mac OS using a single development environment.

4.1.2 Mobile Application

- 4.1.2.1 Capture inspiration around you and transform it into productionready assets that you can bring into your creative process across desktop and mobile devices.
- 4.1.2.2 Bring the power of digital imaging apps to mobile devices.
- 4.1.2.3 Create layouts and draw expressively on mobile devices and preview mobile designs on iOS devices.
- 4.1.2.4 Craft visual stones and animated videos on mobile.

4.1.3 Business Features

- 4.1.3.1 Manage and track all applications from the handy web-based Admin
- 4.1.3.2 Centrally deploy apps and updates across the organization.
- 4.1.3.3 A webinar that gives the deployment process.
- 4.1.3.4 100 GB cloud storage for file sharing and collaboration
- 4.1.3.5 Exclusive access to Adobe Expert Services with two 1:1 sessions per year for creative users and advanced 24x7 tech support for IT.

4.1.4 Core Services

- 4.1.4.1 Save, browse and share assets from libraries inside the apps.
- 4.1.4.2 Store, manage and share files with colleagues and clients even without a membership.
- 4.1.4.3 Access vector graphics, icons, patterns, and other design assets for use.
- 4.1.4.4 Find the perfect font for the designs
- 4.1.4.5 Showcase and discover creative work, and connect with the creative community
- 4.2 The CONTRACTOR shall conduct a pre-implementation meeting with DBM representatives within three (3) calendar days from the receipt of NTP so that all

the necessary preparations and other implementation matters are discussed and finalized.

4.3 **Vendor Qualification**

- 4.3.1 The Contractor must have the following certificates that will be required during post-qualification, subject to validation:
 - 4.3.1.1 Dealer Certificate issued by the Adobe Distributor in the Philippines that they are authorized resellers of Adobe Products.
 - 4.3.1.2 Certification that the reseller is a Platinum, Gold, or Certified Partner of Adobe.
- 4.4 A Certificate of Acceptance shall be issued by the ICTSS Director once all the requirements are fully met by the Contractor.

5.0 SERVICE LEVEL AGREEMENT

The DBM shall maintain a Service Level Agreement with the contractor, with provisions for liquidated damages as indicated below for their non-compliance. Liquidated damages shall be charged against any money due or which may become due to the contractor, or collected from any securities or warranties posted by the contractor.

Component	Description	Liquidated Damages
Renewal of Licenses and Support	The contractor shall provide the licenses and support for fifteen (15) users of the Adobe Cloud-Based Multimedia Editing Tool covering the period of twelve (12) months within fifteen (15) calendar days from the NTP.	total contract price shall be imposed per day of delay.

6.0 WARRANTIES OF THE CONTRACTOR

- 6.1 For the subscription of the licenses and support, the warranties shall include the following:
 - 6.1.1 The contractor warrants that it shall strictly conform to the terms and conditions of this Detailed Technical Specifications.
 - 6.1.2 The contractor warrants that the technical staff assigned are qualified to provide the deliverables required to the satisfaction of the Department of Budget and Management (DBM).
 - 6.1.3 The contractor shall secure, and 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.
 - 6.1.4 The contractor's technical staff assigned to support DBM 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.
- 6.1.5 The contractor's technical staff assigned to support DBM shall coordinate with the ICTSS in the implementation of this project.
- 6.1.6 The contractor shall be liable for loss, damage, or injury caused directly or indirectly through the fault or negligence of its technical staff assigned. It shall assume full responsibility therefore and the DBM shall be fully released from any liability arising therefrom.
- 6.1.7 The contractor shall neither assign, transfer, pledge, nor subcontract any part of or interest on the contract being bidded out.

7.0 CONFIDENTIALITY OF DATA

- 7.1 All technical staff assigned by the contractor shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2 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 are strictly confidential.
- 7.3 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 third parties without the prior written approval of the DBM.

8.0 TERMS OF PAYMENT

- 8.1 One-time payment shall be made subject to the submission of the following documentary requirements, and in accordance with budgeting, accounting, and auditing laws, rules, and regulations:
 - 8.1.1 Proof of Subscription of Adobe Cloud-Based Multimedia Editing Tool
 - 8.1.2 Sales Invoice/Billing Statement
 - 8.1.3 Certificate of Acceptance issued by the ICTSS Director
 - 8.1.4 NDA