



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
General Solano Street, San Miguel, Manila

REQUEST FOR QUOTATION
No. 23-049

The **Department of Budget and Management (DBM)** through its **Administrative Service**, intends to procure "**Renewal of PowerBuilder Professional Licenses Subscription**" for FY 2023 in accordance with **Section 53.9** (Negotiated Procurement – Small Value Procurement) of 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 **no later than July 18, 2023, 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 the email address indicated below.

A copy of your 2023 **Business/Mayor's Permit**¹ 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 Statement**² (**GPPB-prescribed forms**), **Income/ Business Tax Return**³ (**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, please 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 **best offer** 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 - State "Comply"	Unit Cost (Vat Inclusive)	Total Cost (Vat Inclusive)
I.	Renewal of PowerBuilder Professional Licenses Subscription - Please see Annex "C" for the Detailed Specifications	1 lot			

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

<u>SCHEDULE OF REQUIREMENTS</u>		<u>Bidder's Statement of Compliance - State "Comply"</u>
A.	Renewal of PowerBuilder Professional Licenses Subscription - The PowerBuilder Professional License subscription shall cover the period of November 9, 2023, to November 8, 2024.	

<u>FINANCIAL OFFER</u>	
Approved Budget for the Contract	Total Offered Quotation
Three Hundred Ninety-Two Thousand Pesos only (Php 392,000.00)	In words: _____ _____ _____ _____ In figures: _____ _____ _____ _____

<u>Payment Details:</u>	
<u>Payment Terms:</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, 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 the 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 the 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 PowerBuilder Professional License Subscription

2.0 OBJECTIVE

The project aims to respond to technology updates and ensure the continuity of operations of Department of Budget and Management (DBM) applications.

For this project, the subscription of the existing PowerBuilder Professional License 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 or 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 PowerBuilder Professional License subscription shall cover the period of November 9, 2023, to November 8, 2024.

4.0 SPECIFICATIONS AND SCOPE OF WORK

4.1 The contractor shall provide subscription for five (5) licenses of the latest version of the PowerBuilder Professional, and the corresponding standard support, with the following features and functionalities:

- 4.1.1 Flexible UI rendering
 - 4.1.1.1 Codeless UI Theme - allow developers to modernize the look and feel in a codeless fashion.
 - 4.1.1.2 RibbonBar Control - enables to build navigation similar to those used in Microsoft Office and other popular software packages, which are familiar to most users and more productive.
- 4.1.2 Compile for multiple runtime versions (both minor and major) through the System Options. Enables to easily maintain multiple projects, easily roll back a runtime version, and get the latest IDE features without affecting runtime.
 - 4.1.2.1 Compile for multiple minor & major runtime versions
 - 4.1.2.2 Debug for multiple minor & major runtime versions
 - 4.1.2.3 Compatible with ORCAScript and PB Compiler
 - 4.1.2.4 Runtime version checking to prevent mismatch
- 4.1.3 Automate the installation and updates of any PowerBuilder client app from any Web server over HTTPS.
 - 4.1.3.1 Seamless installation, even without admin rights
 - 4.1.3.2 Self-updating with flexible update strategies
 - 4.1.3.3 Encrypts, signs, and verifies the integrity of the app
 - 4.1.3.4 Packages all necessary files (PBVM, OCXs, DLLs, etc.)
 - 4.1.3.5 Works online or offline on Windows 10 devices
- 4.1.4 Visualize your data with new graph styles, such as gauges, heatmap, candlestick, scatter, and funnel.
 - 4.1.4.1 Easy and little effort to implement
 - 4.1.4.2 Generates charts from existing DataWindows
 - 4.1.4.3 Works online or offline on Windows 10 devices
 - 4.1.4.4 Free & open-source (Apache license)

- 4.1.5 Easily integrate JavaScript with PowerScript, enriching your app with new visual possibilities and JavaScript functionality.
 - 4.1.5.1 Call asynchronous JavaScript functions
 - 4.1.5.2 Call synchronous JavaScript functions
 - 4.1.5.3 Trigger PowerScript events in JavaScript
 - 4.1.5.4 Access local files and resources
 - 4.1.5.5 Supports basic & digest authentication
- 4.1.6 Configure the accessible properties to benefit from automation testing tools, RPA tools, and compliance with accessibility regulations.
 - 4.1.6.1 Requires no code changes to implement
 - 4.1.6.2 Automatically applies to existing accessibility properties
 - 4.1.6.3 Supports most visual objects, including DataWindows
 - 4.1.6.4 Compatible with assistive and automation tools
- 4.1.7 Perform complex Git operations from within the PowerBuilder IDE.
 - 4.1.7.1 Create & Switch Branches
 - 4.1.7.2 Merge branches and handle the conflicts
 - 4.1.7.3 Review detailed error logs
 - 4.1.7.4 Automatically refresh PBLs
- 4.1.8 Modify connection strings and update your runtime DLLs to eliminate the risks of relying on obsolete drivers and strengthen your security with TLS 1.2.
 - 4.1.8.1 Supports 32-bit & 64-bit MSOLEDBSQL drivers
 - 4.1.8.2 Supports TLS 1.2 encryption over TCP/IP
 - 4.1.8.3 Supports automatic deployment with PowerClient
 - 4.1.8.4 Integrated into the IDE's database painter
- 4.2 Support Services shall be in accordance with the principal's Standard Support Plan.
- 4.3 The contractor must have Certificates and/or Authorization to represent the Original Product Manufacturer (certificates will be required during the post-qualification).

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
Licenses and Support	The contractor shall provide the licenses and support for (5) licenses of the latest version of the PowerBuilder Professional covering the period of November 9, 2023, to November 8, 2024.	1/10th of 1% of the contract price for the undelivered portion 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 DBM.
 - 6.1.3 The contractor 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.

- 6.1.4 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 Information and Communications Technology Systems Service (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, 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 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 PowerBuilder Professional License Subscription
 - 8.1.2 Sales Invoice/Billing Statement
 - 8.1.3 Certificate of Acceptance issued by the ICTSS Director
 - 8.1.4 NDA

Prepared by:

 Digitally signed
by Josielyn G.
Nicolas

JOSIELYN G. NICOLAS
Information Technology Officer I, ICTSS

Reviewed by:


 Digitally signed
by Luis S.
Indefenso

LUIS S. INDEFENSO
Information Technology Officer III, ICTSS

Approved by:

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by Amiel G. Del
Rosario

AMIEL G. DEL ROSARIO
Director IV, ICTSS

 Digitally
signed by
Gerardo
E. Maula

GERARDO E. MAULA
Assistant Secretary