



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 Back-up and Replication Software" for **FY 2019**, in accordance with Section 53.9 of the Implementing Rules and Regulations of Republic Act No. 9184 and DBM Circular Letter no. 2018-8¹.

- Name of Project** : "Subscription of Back-up and Replication Software"
- Approved Budget for the Contract** : "Nine Hundred Ninety Five Thousand Pesos (Php995,000.00)"
- Specifications** : See the attached Annex "A" for specifications
- Location** : G/F DBM Building III, Gen. Solano St., San Miguel, Manila
- Delivery Term** : Twelve (12) months from the issuance of Notice to Proceed (NTP)

Interested suppliers are required to submit their valid and current Mayor's Permit, 2017 Income/Business Tax Return, PhilGEPS Registration Number, Omnibus Sworn Statement, and price quotation form (Annex "A") during submission of offer/quotation.

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.

In addition, award of the contract may be issued on January 2019 or until the FY 2019 GAA has been enacted.

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 3:00 p.m. of **November 27, 2018** at the Administrative Service, Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, Manila. Open submission may be submitted, manually or through facsimile at fax no. 735-1957.

For inquiry, you may contact us at tel. no. 657-3300 local 3115, fax no. 735-4979 and email mdavid@dbm.gov.ph

Very truly yours,


THEA MARIE CORINNE F. PALARCA
OIC-Director, Administrative Service

¹ Guidelines on the Conduct of Early Procurement for the Fiscal Year (FY) 2019 National Expenditure Program (NEP).

PRICE QUOTATION FORM

Date: _____

The Administrative Service
 Department of Budget and Management
 Ground Floor, DBM Bldg. III, Gen. Solano Street,
 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 Back-up and Replication Software	<p>I. Objectives:</p> <ul style="list-style-type: none"> ➤ To provide a set of features for building and maintaining a flexible backup infrastructure, performing data protection tasks (such as VM backup, replication, copying backup files), and carrying out disaster recovery procedures. <p>II. Specifications:</p> <ul style="list-style-type: none"> ➤ The Back-up and Replication Software shall have the following features: <ul style="list-style-type: none"> • The software provides backup, restore and replication functionality for virtual machines without agents. • Must recover an entire virtual machine (VM) on the original host or on a different host. Includes quick rollback functionality to restore changed blocks only. • Must quickly restore service to users by starting a VM directly from a backup file on regular back-up storage. • Must recover individual VM files (such as VMX) and virtual disks. • Must restore or migrate on-premises, Windows-based or Linux-based VMs, physical servers and endpoints directly into Microsoft Azure. • Must recover files from 19 common file systems used by Windows, Linux, BSD, Mac OS, Novell, Solaris and Unix.3 • Capable restore individual VMs, guest files and application items from different kind of modern storages • Capable to search and restore for all Active Directory (AD) object types, such as users, groups, computer accounts and contacts, including user and computer password recovery. 			

	<ul style="list-style-type: none"> • Can restore individual SQL databases with ease, without needing an extensive SQL background or having to search for database and transaction-log files. • Can restore individual Oracle databases with ease, without needing an extensive Oracle background or having to search for database and transaction-log files. • Can recover individual objects for ANY virtualized application, including PostgreSQL and MySQL databases, by starting up the VM directly from a backup file in an isolated environment and accessing the application with native management tools. • Can do file-restore portal with automatic VM detection, and automatic delegation based on local administrator group membership. • Capable to enable full self-service for all web UI recovery features by delegating recoveries for individual VMs and groups of VMs to specific users or groups such as local IT staff, application owners, department members, etc. • Create application-consistent, image-level VM backups with advanced, application-aware processing (including transaction log truncation). • Must capable for streamline ad-hoc backups of live VMs for archival purposes. • Can perform quick incremental backups of individual VMs with the existing backup job. • Must capable to set the maximum acceptable I/O latency level for production datastores to ensure that backup and replication activities do not impact storage availability to production workloads. • Create image-based backups and replicas from EMC VNX, VNX2 and VNXe snapshots, HPE 3PAR StoreServ, StoreVirtual and StoreVirtual VSA snapshots, as well as from NetApp Data ONTAP based storage including FAS, FlexArray (V-Series), Data ONTAP Edge, IBM N series and Nimble CS- and AF-series snapshots, as often as necessary with little to no impact on production. • Capable to eliminate additional impact from backup activities on production storage by retrieving VM data from NetApp SnapMirror or SnapVault and Nimble Replicated Copies secondary storage systems, instead of from the primary storage system. • Create a second, application-consistent, storage-snapshot-based backup to NetApp Data ONTAP-based storage, including FAS, FlexArray (V-Series), Data ONTAP Edge VSA and IBM N series or Nimble CS- and AF-series arrays. • Must capable to eliminate the need for periodic full backups by creating forever incremental backups 			
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	<p>that save time and storage.</p> <ul style="list-style-type: none"> • Capable to decrease backup storage requirements and network traffic with built-in deduplication; multiple compression options let you balance storage consumption with performance and backup proxy load; swap exclusion reduces backup footprint and improves performance. • Analyzes the NTFS Master File Table (MFT) to identify blocks belonging to deleted files, and skips those blocks from image level processing to reduce backup-file sizes and replication bandwidth consumption. • Capable to copy all or selected VM backups to your DR storage location of choice automatically, including validation and remediation to ensure copies are available and reliable. • Capable to get backups off site with fully integrated, fast and secure backup, and restore from the cloud through a service provider of your choice. • Must capable to secure backup data and network transfers with end-to-end AES 256-bit encryption, without any negative impact on built-in compression and WAN acceleration data-reduction ratios. • Capable to back up and archive files and VM backups to standalone tapes, tape libraries and virtual tape libraries connected to any Microsoft Windows server in your environment. • Can simplify job creation and map direct connections between proxies and backup repositories. • Capable to get faster backup performance by backing up to deduplicating storage integrations (EMC Data Domain Boost, HPE StoreOnce Catalyst and ExaGrid Accelerated Data Mover). • Capable to exclude individual files and folders during backup and replication to reduce the amount of data that needs to be transferred and stored. • Get backups off site up to 50x faster and save bandwidth with agentless Backup Copy jobs. • Built-in WAN Acceleration to any target. • Capable to Replicate VMs on site for high Availability, or off site for DR. • Ensure Availability of your mission-critical applications with fully integrated, fast and secure cloud-based DR through a DRaaS (Disaster Recovery as a Service) provider of your choice. • Must capable to do Replica rollback and assisted failover and failback. • Must create replicas directly from VM backup files without impacting production. • Capable to facilitate data-center migrations with zero data loss. • Built-in failover plan orchestration enabling easy, 1-click-site failover to minimize unplanned downtime. 			
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- Automatically test and verify every backed-up VM for recoverability by running the VM directly from the backup file (no full VM restore is required), including support for custom application test scripts.
- Automatically test and verify every replica VM for recoverability, including support for custom application test scripts.
- Capable to run one or more VMs directly from a backup in an isolated environment with the ability to troubleshoot, test and train on a working copy of the production environment, without impacting business operations.
- Capable to use storage snapshots to quickly create complete isolated copies of your production environment, for fast and easy testing and troubleshooting.
- Can support for VMware vSphere 4.1 or later and Microsoft Hyper-V 2008 R2 SP1 or later. View both hypervisors from a single console.
- Capable to install the console separately from the backup server for installation on laptops and desktops, eliminating Remote Desktop Protocol (RDP) sessions to a backup server.
- Management console is capable for web-based, consolidated view of your distributed deployment in a single pane of glass, without having to login to individual backup servers, including federation of multiple backup servers, centralized reporting and consolidated alerting.
- Can backup and replicate directly from SAN and NFS storage, through hypervisor I/O stack or over LAN.
- Capable to migrate VMware VMs between hosts and datastores using VMware vMotion and Storage vMotion.
- Must support PowerShell and capable to supports RESTful API.

- Back-up and Replication Software Certification:
 - Must be included in the leader's quadrant in Gartner's Magic Quadrant from 2016 to 2017.

III. Scope of Services:

- The CONTRACTOR shall conduct pre-implementation meeting with DBM representatives so that all the necessary preparations, ideal set-up, contractor's familiarization of the computing environment, and other implementation matters are clearly discussed and finalized;
- The CONTRACTOR shall deliver, install, configure and make operational the Back-up and Replication software within thirty (30) calendar days from issuance of Notice to Proceed (NTP).
 - A Certificate of Acceptance shall be issued by the

- Director of Information and Communication Technology Systems Service (ICTSS).
- The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of telephone call, electronic mail, and/or on-site support.
 - The CONTRACTOR shall resolve every problem within four (4) hours after it was reported by DBM. 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.
 - A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

IV. Service Level Agreement:

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

Component	Description	Liquidated Damages
Delivery, Installation Configuration and Operationability	The CONTRACTOR shall deliver, install, configure and make operational the Back-up and Replication software within thirty (30) calendar days from issuance of Notice to Proceed (NTP). (Sec. 5.2)	One-tenth (1/10th) of one percent (1%) of the total contract price shall be deducted for everyday of delay.
Technical Support	The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of telephone call, electronic mail, and/or on-site support. (Sec. 5.3)	1/10th of 1% of the Technical support services cost shall be deducted for every hour of delay.

- 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.

V. Warranties of the Contractor:

- The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- The CONTRACTOR warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do 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.
- 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 authority relating to the use or operation of the installation.
- 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.
- The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 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.
- The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

VI. Confidentiality of Data:

- All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 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 (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to DBM.
- 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 prior written approval of the DBM.

VII. Terms of Payment:

- The CONTRACTOR shall be paid in accordance with the following schedules subject to the required Final Withholding VAT of five percent (5%) and Expanded Withholding Tax (EWT) of two percent (2%):

Component	Percentage (%)	Payment Schedule
Back-up and Replication Software License	90% of the total contract price	One – time payment
Technical support services	10% of the total contract price	Monthly

- One-time payment for the software license cost (90%) shall be made upon completion of project implementation as specified in section 5.2 and 5.4 of the TOR and from the submission of the documentary requirements such as, but not limited to the following:
 - Statement of Account/ Billing Invoice/ Sales Invoice.
 - Certificate of Acceptance for the delivery, installation, configuration and operationability
 - Non-Disclosure Agreement
- The monthly billing for the technical support services (10%) shall be paid from the submission of the documentary requirements such as, but not limited to the following:
 - Statement of Account/ Billing Invoice/ Sales Invoice.
 - A Certificate of Acceptance for Technical Support Services.
- No advance payment shall be made as provided for in Section 88 of PD 1445.

VIII. Pre-Termination of Contract:

- The contract for the Subscription of Back-up and Replication Software may be pre-terminated by the DBM for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.
- In case of pre-termination, the CONTRACTOR shall be liable to an 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.
- The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.

Total (inclusive of VAT)	
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(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/Suppliers must state "Comply" in the column "Statement of Compliance" against each of the individual parameters of each "Specification." Please do not just place check in the bidder's "Statement of Compliance."

Item	Technical Specifications	STATEMENT OF COMPLIANCE
	Subscription of Back-up and Replication Software	
I.	<p><u>I. Objectives:</u></p> <ul style="list-style-type: none"> ➤ To provide a set of features for building and maintaining a flexible backup infrastructure, performing data protection tasks (such as VM backup, replication, copying backup files), and carrying out disaster recovery procedures. 	
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and accessing the application with native management tools.

- Can do file-restore portal with automatic VM detection, and automatic delegation based on local administrator group membership.
- Capable to enable full self-service for all web UI recovery features by delegating recoveries for individual VMs and groups of VMs to specific users or groups such as local IT staff, application owners, department members, etc.
- Create application-consistent, image-level VM backups with advanced, application-aware processing (including transaction log truncation).
- Must capable for streamline ad-hoc backups of live VMs for archival purposes.
- Can perform quick incremental backups of individual VMs with the existing backup job.
- Must capable to set the maximum acceptable I/O latency level for production datastores to ensure that backup and replication activities do not impact storage availability to production workloads.
- Create image-based backups and replicas from EMC VNX, VNX2 and VNXe snapshots, HPE 3PAR StoreServ, StoreVirtual and StoreVirtual VSA snapshots, as well as from NetApp Data ONTAP based storage including FAS, FlexArray (V-Series), Data ONTAP Edge, IBM N series and Nimble CS- and AF-series snapshots, as often as necessary with little to no impact on production.
- Capable to eliminate additional impact from backup activities on production storage by retrieving VM data from NetApp SnapMirror or SnapVault and Nimble Replicated Copies secondary storage systems, instead of from the primary storage system.
- Create a second, application-consistent, storage-snapshot-based backup to NetApp Data ONTAP-based storage, including FAS, FlexArray (V-Series), Data ONTAP Edge VSA and IBM N series or Nimble CS- and AF-series arrays.
- Must capable to eliminate the need for periodic full backups by creating forever incremental backups that save time and storage.
- Capable to decrease backup storage requirements and network traffic with built-in deduplication; multiple compression options let you balance storage consumption with performance and backup proxy load; swap exclusion reduces backup footprint and improves performance.
- Analyzes the NTFS Master File Table (MFT) to identify blocks belonging to deleted files, and skips those blocks from image level processing to reduce backup-file sizes and replication bandwidth consumption.
- Capable to copy all or selected VM backups to your DR storage location of choice automatically, including validation and remediation to ensure copies are available and reliable.
- Capable to get backups off site with fully integrated, fast and secure backup, and restore from the cloud through a service provider of your choice.

- Must capable to secure backup data and network transfers with end-to-end AES 256-bit encryption, without any negative impact on built-in compression and WAN acceleration data-reduction ratios.
- Capable to back up and archive files and VM backups to standalone tapes, tape libraries and virtual tape libraries connected to any Microsoft Windows server in your environment.
- Can simplify job creation and map direct connections between proxies and backup repositories.
- Capable to get faster backup performance by backing up to deduplicating storage integrations (EMC Data Domain Boost, HPE StoreOnce Catalyst and ExaGrid Accelerated Data Mover).
- Capable to exclude individual files and folders during backup and replication to reduce the amount of data that needs to be transferred and stored.
- Get backups off site up to 50x faster and save bandwidth with agentless Backup Copy jobs.
- Built-in WAN Acceleration to any target.
- Capable to Replicate VMs on site for high Availability, or off site for DR.
- Ensure Availability of your mission-critical applications with fully integrated, fast and secure cloud-based DR through a DRaaS (Disaster Recovery as a Service) provider of your choice.
- Must capable to do Replica rollback and assisted failover and fallback.
- Must create replicas directly from VM backup files without impacting production.
- Capable to facilitate data-center migrations with zero data loss.
- Built-in failover plan orchestration enabling easy, 1-click-site failover to minimize unplanned downtime.
- Automatically test and verify every backed-up VM for recoverability by running the VM directly from the backup file (no full VM restore is required), including support for custom application test scripts.
- Automatically test and verify every replica VM for recoverability, including support for custom application test scripts.
- Capable to run one or more VMs directly from a backup in an isolated environment with the ability to troubleshoot, test and train on a working copy of the production environment, without impacting business operations.
- Capable to use storage snapshots to quickly create complete isolated copies of your production environment, for fast and easy testing and troubleshooting.
- Can support for VMware vSphere 4.1 or later and Microsoft Hyper-V 2008 R2 SP1 or later. View both hypervisors from a single console.
- Capable to install the console separately from the backup server for installation on laptops and desktops, eliminating

	<p>Remote Desktop Protocol (RDP) sessions to a backup server.</p> <ul style="list-style-type: none"> • Management console is capable for web-based, consolidated view of your distributed deployment in a single pane of glass, without having to login to individual backup servers, including federation of multiple backup servers, centralized reporting and consolidated alerting. • Can backup and replicate directly from SAN and NFS storage, through hypervisor I/O stack or over LAN. • Capable to migrate VMware VMs between hosts and datastores using VMware vMotion and Storage vMotion. • Must support PowerShell and capable to supports RESTful API. <p>➤ Back-up and Replication Software Certification: Must be included in the leader's quadrant in Gartner's Magic Quadrant from 2016 to 2017.</p>							
III.	<p><u>III. Scope of Services:</u></p> <ul style="list-style-type: none"> ➤ The CONTRACTOR shall conduct pre-implementation meeting with DBM representatives so that all the necessary preparations, ideal set-up, contractor's familiarization of the computing environment, and other implementation matters are clearly discussed and finalized; ➤ The CONTRACTOR shall deliver, install, configure and make operational the Back-up and Replication software within thirty (30) calendar days from issuance of Notice to Proceed (NTP). <ul style="list-style-type: none"> ➤ A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS). ➤ The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of telephone call, electronic mail, and/or on-site support. <ul style="list-style-type: none"> • The CONTRACTOR shall resolve every problem within four (4) hours after it was reported by DBM. 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. • A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS). 							
IV.	<p><u>IV. Service Level Agreement:</u></p> <ul style="list-style-type: none"> ➤ DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance. <table border="1" data-bbox="294 1720 1088 1987"> <thead> <tr> <th data-bbox="294 1720 561 1785">Component</th> <th data-bbox="561 1720 827 1785">Description</th> <th data-bbox="827 1720 1088 1785">Liquidated Damages</th> </tr> </thead> <tbody> <tr> <td data-bbox="294 1785 561 1987">Delivery, Installation Configuration and Operationability</td> <td data-bbox="561 1785 827 1987">The CONTRACTOR shall deliver, install, configure and make operational the Back-up and</td> <td data-bbox="827 1785 1088 1987">One-tenth (1/10th) of one percent (1%) of the total contract price shall be deducted for everyday of delay.</td> </tr> </tbody> </table>	Component	Description	Liquidated Damages	Delivery, Installation Configuration and Operationability	The CONTRACTOR shall deliver, install, configure and make operational the Back-up and	One-tenth (1/10th) of one percent (1%) of the total contract price shall be deducted for everyday of delay.	
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		<p>Replication software within thirty (30) calendar days from issuance of Notice to Proceed (NTP). (Sec. 5.2)</p>		
	<p>Technical Support</p>	<p>The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of telephone call, electronic mail, and/or on-site support. (Sec. 5.3)</p>	<p>1/10th of 1% of the Technical support services cost shall be deducted for every hour of delay.</p>	
<p>V.</p>	<p><u>V. Warranties of the Contractor:</u></p> <ul style="list-style-type: none"> ➤ The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR. ➤ The CONTRACTOR warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do 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. ➤ 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 authority relating to the use or operation of the installation. ➤ 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. ➤ The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs. ➤ 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 			

	<p>therefrom.</p> <p>➤ The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.</p>										
VI.	<p><u>VI. Confidentiality of Data:</u></p> <p>➤ All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).</p> <p>➤ 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 (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to DBM.</p> <p>➤ 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 prior written approval of the DBM.</p>										
VII.	<p><u>VII. Terms of Payment:</u></p> <p>➤ The CONTRACTOR shall be paid in accordance with the following schedules subject to the required Final Withholding VAT of five percent (5%) and Expanded Withholding Tax (EWT) of two percent (2%):</p> <table border="1" data-bbox="299 923 1085 1129"> <thead> <tr> <th>Component</th> <th>Percentage (%)</th> <th>Payment Schedule</th> </tr> </thead> <tbody> <tr> <td>Back-up and Replication Software License</td> <td>90% of the total contract price</td> <td>One – time payment</td> </tr> <tr> <td>Technical support services</td> <td>10% of the total contract price</td> <td>Monthly</td> </tr> </tbody> </table> <p>➤ One-time payment for the software license cost (90%) shall be made upon completion of project implementation as specified in section 5.2 and 5.4 of the TOR and from the submission of the documentary requirements such as, but not limited to the following:</p> <ul style="list-style-type: none"> • Statement of Account/ Billing Invoice/ Sales Invoice. • Certificate of Acceptance for the delivery, installation, configuration and operationability • Non-Disclosure Agreement <p>➤ The monthly billing for the technical support services (10%) shall be paid from the submission of the documentary requirements such as, but not limited to the following:</p> <ul style="list-style-type: none"> • Statement of Account/ Billing Invoice/ Sales Invoice. • A Certificate of Acceptance for Technical Support Services. <p>➤ No advance payment shall be made as provided for in Section 88 of PD 1445.</p>	Component	Percentage (%)	Payment Schedule	Back-up and Replication Software License	90% of the total contract price	One – time payment	Technical support services	10% of the total contract price	Monthly	
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Technical support services	10% of the total contract price	Monthly									
VIII.	<p><u>VIII. Pre-Termination of Contract:</u></p> <p>➤ The contract for the Subscription of Back-up and Replication Software may be pre-terminated by the DBM for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.</p> <p>➤ In case of pre-termination, the CONTRACTOR shall be liable</p>										

	<p>to an 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> <ul style="list-style-type: none"> ➤ The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination. 	

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

Name of Company/Bidder

Signature over Printed Name of Representative

Date

SCHEDULE OF REQUIREMENTS

Item	SCHEDULE OF REQUIREMENTS	Quantity	Contract Duration
	The Bidder/Supplier shall provide the following needed for the project:		
	Subscription of Back-up and Replication Software	1 lot	Twelve (12) months from the issuance of Notice to Proceed (NTP)
I.	Objectives		
II.	Specifications		
III.	Scope of Services		
IV.	Service Level Agreement		
V.	Warranties of the Contractor		
VI.	Confidentiality of Data		
VII.	Terms of Payment		
VIII.	Pre-Termination of Contract		

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

Name of Company/Bidder Signature over Printed Name of 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]*'s 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 ____