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 Vulnerability Assessment Tool" **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. 2018-8[1].

Name of Project	: "Subscription of Vulnerability Assessment Tool"
Approved Budget for the Contract	: "Three Hundred Fifty Thousand Pesos (Php350,000.00)"
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

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[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 Vulnerability Assessment Tool	I. Objectives:
	➢ 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.
	
	II. Scanning Capabilities:
	➢ No limit to the number of IPs/assessments that can scan/run.
	➢ Fast and accurate scanning with low false positive.
	➢ Ability to scan such as, but not limited to the following:
	  • Network Devices (e.g. firewalls, routers, switches and etc.)
	  • Virtualization (e.g. ESX, ESXi, vSphere, vCenter, Microsoft, Hyper-V, Citrix Xen Server and etc.
	  • Operating Systems (e.g. OS X, Linux, Solaris, FreeBSD, Cisco iOS, IBM Series, Microsoft Windows and etc.)
	  • Databases (e.g. Oracle, SQL Server, My SQL, DB2, Informix, PostgreSQL, MongoDB and etc.)
	  • Configuration of cloud applications (e.g. Amazon Web Services, Microsoft Azure, Rackspace and etc.)
	➢ Can detect threats (e.g. viruses, malware, backdoors, hosts communicating with botnet-infected system, known and unknown processes, web services linking to malicious content).
	
	III. Deployment and Management:
	➢ Easily transferable license between computers.
	➢ Out of the box polices and configuration templates for simple policy creation to scan an entire network.
	➢ Supports credentialed/non-credentialed remote scans, local scans for deeper, granular analysis of assets that are			

online as well as offline or remote.
➤ Vulnerability ranking based on Common Vulnerability Scoring System (CVSS), five severity levels (Critical, High, Medium, Low and Informational), customizable severity levels for recasting of risk.

IV. Reporting:
➤ Customizable reports to sort by vulnerability or host, create a summary or compare scan results to highlight changes.
➤ Customizable reports for IT managers, network engineers and executives that can be exported (e.g. HTML, PDF, CSV, XML and etc.)
➤ Capable to email notification of scan results, remediation and recommendation.

V. Scope of Work:
➤ The CONTRACTOR shall deliver, install and activate the software licenses in two (2) units of laptop 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 Technology Transfer

Training	Schedule	No. of Participants	Duration
Vulnerability Assessment Training	Within thirty (30) calendar days from the receipt of NTP.	At least ten (10) DBM personnel.	One (1) day

➤ The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.
➤ A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

VI. 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 Activation	The CONTRACTOR shall deliver, install and	One-tenth (1/10th) of one percent (1%) of the total

		activate the software licenses for two (2) units of laptop within five (5) calendar days from issuance of Notice to Proceed (NTP) (Sec. 5.1)	contract price shall be deducted for everyday of delay.
Technology Transfer	The CONTRACTOR shall provide Technology Transfer (Sec. 5.2)	1/10th of 1% of the total contract price shall deducted for everyday 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.

VII. 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.

VIII. 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.

IX. Terms of Payment:
➢ The CONTRACTOR shall be paid one-time payment for the Subscription of Vulnerability Assessment Tool upon completion of project implementation as specified in section 5.1 and 5.2 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 issued by the Director of Information and Communication Technology Systems Service (ICTSS) for the following:
    – Delivery, installation and activation of the software licenses
    – Technology Transfer
  • Non-Disclosure Agreement

➢ No advance payment shall be made as provided for in Section 88 of PD 1445.

X. Pre-Termination of Contract:
➢ The contract for the Subscription of Vulnerability Assessment Tool 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)		

(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 Vulnerability Assessment Tool	
I.	I. Objectives: ➢ 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.	
II.	II. Scanning Capabilities: ➢ No limit to the number of IPs/assessments that can scan/run. ➢ Fast and accurate scanning with low false positive. ➢ Ability to scan such as, but not limited to the following: • Network Devices (e.g. firewalls, routers, switches and etc.) • Virtualization (e.g. ESX, ESXi, vSphere, vCenter, Microsoft, Hyper-V, Citrix Xen Server and etc. • Operating Systems (e.g. OS X, Linux, Solaris, FreeBSD, Cisco iOS, IBM Series, Microsoft Windows and etc.) • Databases (e.g. Oracle, SQL Server, My SQL, DB2, Informix, PostgreSQL, MongoDB and etc.) • Configuration of cloud applications (e.g. Amazon Web Services, Microsoft Azure, Rackspace and etc.) ➢ Can detect threats (e.g. viruses, malware, backdoors, hosts communicating with botnet-infected system, known and unknown processes, web services linking to malicious content).	
III.	III. Deployment and Management: ➢ Easily transferable license between computers. ➢ Out of the box polices and configuration templates for simple policy creation to scan an entire network. ➢ Supports credentialed/non-credentialed remote scans, local scans for deeper, granular analysis of assets that are online as well as offline or remote. ➢ Vulnerability ranking based on Common Vulnerability Scoring System (CVSS), five severity levels (Critical, High, Medium, Low and Informational), customizable severity levels for recasting of risk.	
IV.	IV. Reporting: ➢ Customizable reports to sort by vulnerability or host, create a summary or compare scan results to highlight changes. ➢ Customizable reports for IT managers, network engineers and executives that can be exported (e.g. HTML, PDF, CSV, XML and etc.) ➢ Capable to email notification of scan results, remediation and recommendation.	
V.	V. Scope of Work:	

	➢ The CONTRACTOR shall deliver, install and activate the software licenses in two (2) units of laptop 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 Technology Transfer <table><tr><th>Training</th><th>Schedule</th><th>No. of Participants</th><th>Duration</th></tr><tr><td>Vulnerability Assessment Training</td><td>Within thirty (30) calendar days from the receipt of NTP.</td><td>At least ten (10) DBM personnel.</td><td>One (1) day</td></tr></table> ➢ The CONTRACTOR shall issue individual training certificates and training materials for each of the participants. ➢ A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).
VI.	VI. Service Level Agreement: ➢ DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance. <table><tr><th>Component</th><th>Description</th><th>Liquidated Damages</th></tr><tr><td>Delivery, Installation Configuration and Activation</td><td>The CONTRACTOR shall deliver, install and activate the software licenses for two (2) units of laptop within five (5) calendar days from issuance of Notice to Proceed (NTP) (Sec. 5.1)</td><td>One-tenth (1/10th) of one percent (1%) of the total contract price shall be deducted for everyday of delay.</td></tr><tr><td>Technology Transfer</td><td>The CONTRACTOR shall provide Technology Transfer (Sec. 5.2)</td><td>1/10th of 1% of the total contract price shall deducted for everyday of delay.</td></tr></table> ➢ 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.
VII.	VII. 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.	
VIII.	VIII. 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.	
IX.	IX. Terms of Payment: ➤ The CONTRACTOR shall be paid one-time payment for the Subscription of Vulnerability Assessment Tool upon completion of project implementation as specified in section 5.1 and 5.2 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 issued by the Director of Information and Communication Technology Systems Service (ICTSS) for the following: – Delivery, installation and activation of the software licenses – Technology Transfer • Non-Disclosure Agreement ➤ No advance payment shall be made as provided for in Section	

	88 of PD 1445.	
X.	X. Pre-Termination of Contract: ➢ The contract for the Subscription of Vulnerability Assessment Tool 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.	

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

_____   _____   _____
Name of Company/Bidder   Signature over Printed Name of   Date
                                        Representative

SCHEDULE OF REQUIREMENTS

Item	SCHEDULE OF REQUIREMENTS	Quantity	Contract Duration
	The Bidder/Supplier shall provide the following needed for the project:		
	Subscription of Vulnerability Assessment Tool	1 lot	Twelve (12) months from the issuance of Notice to Proceed (NTP)
I.	Objectives		
II.	Scanning Capabilities		
III.	Deployment and Management		
IV.	Reporting		
V.	Scope of Work		
VI.	Service Level Agreement		
VII.	Warranties of the Contractor		
VIII.	Confidentiality of Data		
IX.	Terms of Payment		
X.	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.

A F F I D A V I T

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]* is 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 ___