



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 VMware Licenses and Support Services**" for FY 2020, in accordance with Section 53.9 of the Implementing Rules and Regulations of Republic Act No. 9184.

- Name of Project** : Subscription of VMware Licenses and Support Services
- Approved Budget for the Contract (ABC):** Seven Hundred Thousand Pesos (P700, 000.00)
- Specifications** : See the attached Annex "B" for the Technical Specifications
- Location** : G/F DBM Building III, Gen. Solano St., San Miguel, Manila
- Delivery Term** : See Sections III and IV of the attached Annex "B"

Interested suppliers are required to submit their valid and current Mayor's Permit, PhilGEPS Registration Number, Omnibus Sworn Statement with Authority of Signatory and Latest Income Tax Return, upon submission of quotation. PhilGEPS Platinum Membership may be submitted in lieu of the Mayor's/ Business Permit and the PhilGEPS Registration Number.

Certificates of the following Certified Professionals who will attend the software maintenance and support services shall also be submitted on or before 3:00 p.m. of January 30, 2020, and will be subject to post-qualification:

- a. VMware Certified Professional
- b. Certified Network Professional

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.

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 **January 30, 2020** 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 inquiries, you may contact us at tel. nos. 735-4902 or 657-3300 local 3115.

Very truly yours,


THEA MARIE CORINNE F. PALARCA
Director IV, Administrative Service

PRICE QUOTATION FORM

Date: _____

The Administrative Service
Department of Budget and Management
Ground Floor, DBM Bldg. III, Gen. Solano St.,
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 VMware Licenses and Support Services	▪ See Annex "B" for the Technical Specifications	1	lot	

(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

I. PROJECT TITLE

Subscription of VMware Licenses and Support Services

II. OBJECTIVE

To continue and maintain the functionality and manageability of the VMware Software in order to ensure the availability of DBM's Application Systems and other servers in virtual environment.

III. DURATION OF THE CONTRACT

The contract duration for the Subscription of VMware Licenses and Support Services shall be two (2) years from the issuance of certificate of acceptance.

IV. SCOPE OF WORK AND SERVICES

4.1 The CONTRACTOR shall provide the renewal of VMware software licenses and support services for the two (2) units of **VMware vSphere 6 Essentials Plus Kit** within seven (7) calendar days from the receipt of Notice to Proceed (NTP).

4.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on all VMware Software components within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

4.3 The CONTRACTOR shall provide service units (e.g. physical servers, back-up servers) for the migration of virtual machines in order to upgrade the VMware Software to the latest version within a month from the receipt of NTP.

The CONTRACTOR shall ensure that the VMware Software are up to date (e.g. version, updates, patches and etc.)

4.4 The CONTRACTOR shall conduct a monthly check-up and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.

4.5 The CONTRACTOR shall provide Technical Training at VMware Authorized Training Center based on the following schedule:



Technical Training	Schedule	No. of Participants	Duration
1. VMware vSphere: Install, Configure, Manage	Within two (2) month from the receipt of NTP.	At least two (2) participants	Minimum of five (5) days

The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.

- 4.6 The CONTRACTOR must have the following Certified Professionals that will attend the software maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification):

4.6.1 VMware Certified Professional

4.6.2 Certified Network Professional

- 4.7 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS) once all the requirements are fully met by the CONTRACTOR.

V. SERVICE LEVEL AGREEMENT

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

Component	Description	Liquidated Damages
5.1.1 Provision of License/s	The CONTRACTOR shall provide the renewal for VMware software licenses and support services for the two (2) units of VMware vSphere 6 Essentials Plus Kit within seven (7) calendar days from the receipt of Notice to Proceed (NTP).	One (1) % of the total contract price for everyday of delay.
5.1.2 Technical Support	The CONTRACTOR shall resolve every problems on all VMware Software components within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.	1/10 th of 1% of the total contract price shall be imposed for every hour of delay.
5.1.3 Upgrade / Update	The CONTRACTOR shall provide service units (e.g. physical servers, back-up server) for the migration of virtual machines in order to upgrade the VMware Software to the latest version within a month from the receipt of NTP.	1/10 th of 1% of the total contract price shall be imposed for every day of delay.

5.1.4 Check-up and Monthly Report	The CONTRACTOR shall conduct a monthly check-up and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.	1/10th of 1% of the total contract price shall be imposed for every day of delay.
5.1.5 Technical Training	The CONTRACTOR shall provide Technical Training at VMware Authorized Training Center as specified in Section 4.5.	1/10th of 1% of the total contract price shall be imposed for every day of delay.

VI. WARRANTIES OF THE CONTRACTOR

- 6.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- 6.2 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.
- 6.3 The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions.
- 6.4 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 6.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 6.6 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.
- 6.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 6.8 The CONTRACTOR shall identify the certified technical support personnel that will be given authority to access and operate the specified equipment. DBM shall be informed thru a formal notice on the change or replacement of technical personnel five (5) days prior the actual rendering of technical support services.

- 6.9 The CONTRACTOR shall provide a services which shall include technical support, provision of service unit, preventive maintenance and monthly report which shall be covered by performance security bond equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the subscription period. Provided that all conditions imposed under the contract have been fully met.

The subscription period shall commence on the day the DBM issues the Certificate of Acceptance.


VII. CONFIDENTIALITY OF DATA

- 7.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2 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.

VIII. TERMS OF PAYMENT

- 8.1 The CONTRACTOR shall be paid upon provision of licenses and support services of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 8.2 Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
- 8.2.1 Manufacturer Certificate of License Enrollment
 - 8.2.2 Training Certificate and Manual
 - 8.2.3 Sales Invoice/Billings
 - 8.2.4 Certificate of Acceptance issued by ICTSS Director
 - 8.2.5 Non-Disclosure Agreement
- 8.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

IX. PRE-TERMINATION OF CONTRACT

- 9.1 The contract for the Subscription of VMware Software Licenses and Support Services 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.
- 9.2 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.
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9.3 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

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a small upward stroke.

**CHECKLIST OF ELIGIBILITY AND TECHNICAL
DOCUMENTS FOR SUBMISSION**

Class "A" Documents

(1) Legal Documents

- ☐ PhilGEPS Registration Number
- ☐ Mayor's/ Business Permit
Note: For individuals, only the BIR Certificate of Registration shall be submitted in lieu of Mayor's Permit.
- ☐ Income/ Business Tax Return (For ABCs above P500K)

Note: PhilGEPS Platinum Certificate of Registration may be submitted in lieu of the Mayor's Permit and PhilGEPS Registration Number.

(2) Technical Documents

- ☐ Omnibus Sworn Statement
- ☐ Authority of the Signatory

Class "B" Documents

- ☐ JVA or the Duly Notarized Statement in accordance with Section 23.1(b) of the 2016 Revised IRR, if applicable.

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]* 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;

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]; and

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]

[JURAT]