

REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for **License Subscription and Maintenance and Support of VMware vSphere for IT Service Management (ITSM) Tool**

Approved Budget for the Contract: ₱710,000.00 inclusive of all taxes and other charges.

1. Please quote your lowest price based on the attached specifications
2. **Submitted quotations must be duly signed by the vendor's representative and must be sent to the BAC Secretariat not later than 04:00 P.M. of 29 October 2021.**
3. All quotations must be inclusive of all taxes and other charges.
4. Kindly refer to the attached Terms of Reference (TOR).

TERMS AND CONDITIONS:

1. All entries must be type written.
2. **All suppliers/vendors are mandated to register with the PhilGEPS and provide a PhilGEPS Registration number as a condition for award of the contract.**
3. Other documentary requirements for each vendor shall be as follows;
 - Mayor's/Business Permit;
 - Income/Business Tax Returns
 - Certificate with validity period issued by VMware that the vendor is a VMware Premier Solution Provider for VMware products and services or certificate with validity period used by VMware that the vendor is an authorized solution provider for VMware products and services.
 - Certificate issued by VMware that assigned engineers are VMware Certified Professional for latest Version.

AND

- (1) For suppliers/vendors whose representatives are the official signatory of the documents/requirements: ***please submit a duly notarized Omnibus Sworn Statement***
OR
(2) For suppliers/vendors who will appoint or designate their duly authorized representative: ***please submit the following notarized statements:***

(if the supplier/vendor is a Sole Proprietorship)	(if the supplier/vendor is a Corporation)
Duly notarized Special Power of Attorney	Duly notarized Secretary's Certificate
<u>AND</u>	<u>AND</u>
Duly notarized Omnibus Sworn Statement	Duly notarized Omnibus Sworn Statement

*For inquiries, you may reach the BAC Secretariat on the contact nos. provided below:

DBP Bids and Awards Committee Secretariat

6/F Operations Sector, DBP Head Office
Sen. Gil J. Puyat corner Makati Avenues, Makati City
(+632) 818-9511 to 20 local 2610 or 2606
email: bacsecretariat@dbp.ph

TECHNICAL SPECIFICATIONS

VMware vSphere License Subscription and Software Maintenance and Support

I. BACKGROUND

The VMware vSphere is a software that manages the consolidation of several physical servers into one virtual server thus reducing the number of physical servers needed by the Bank.

II. PERIOD COVERAGE

The project shall cover license subscription and maintenance and support for VMware vSphere for a period of one (1) year commencing from receipt of the Notice to Proceed (NTP).

III. SOFTWARE REQUIREMENTS

The project shall provide eight (8) licenses for VMware vSphere 7 Standard for one (1) processor.

IV. VENDOR REQUIREMENTS

In addition to the submission of quotation, prospective provider must submit the following:

- Copy of certificate with validity period issued by VMware that the vendor is a VMware Premier Solution Provider for VMware products and services or copy of certificate with validity period issued by VMware that the vendor is an authorized solution provider for VMware products and services.
- Copy of certificate issued by VMware that assigned engineers are VMware Certified Professional for latest version.
- Conformance with technical specifications duly signed by its authorized representative/s.

V. MAINTENANCE SERVICE COVERAGE

- Remote Support via phone call and email
- Notification on software updates and assistance on the installation
- Free Update/Upgrade Services on VMware vSphere standard to the latest version.
- Semi-Annual Health Check for VM Infrastructure
- 8:00 am X 5:00 pm email support availability from Mondays to Fridays subscription for VMware vSphere
- 24X7 onsite support/ Unlimited calls for vSphere Standard;



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- Resolution Time within 24 hours and maximum response time of 4 hours for cases with available fix

VI. PROPOSED BUDGET

The approved budget for the contract is **Php 710,000** VAT inclusive.

VII. PAYMENT

One-time payment upon issuance of the Proof of Entitlement for the one (1) year period.

VIII. PERFORMANCE SECURITY

The vendor is required to submit a performance security in any of the following forms and percentages:

Form of Performance Security	Minimum % of Contract Price per year
Cash, cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank	
Surety Bond callable upon demand issued by a surety or insurance company together with certificate issued by Insurance Commission certifying the surety or insurance company is authorized to issue such surety bond	Thirty percent (30%)

IX. NON-DISCLOSURE CONDITION

The vendor shall strictly adhere to the confidentiality agreement with the Bank. Information about DBP and its operation in this document is considered proprietary and confidential and must be treated as such by the recipients of this Technical Specification. In the same manner, the responses to this Technical Specification which shall be specified as confidential shall not be disclosed to any third party.

1. Each party agrees to hold and maintain confidential all materials and information which shall come into its possession or knowledge in connection with the project or its performance, and not to make use hereof other than for the purpose of this project.
2. After completion of the project, all materials, data, proprietary information and other related documents provided to the winning vendor, and which are hereby deemed owned by DBP shall be returned to DBP.

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3. The winning vendor undertake that it shall make appropriate instructions to its employees who need to have access to such information and materials to satisfy and comply with its confidentiality obligation as set forth in this Section.
4. This confidentiality obligation shall survive even after the termination of the contract.
5. The winning vendor shall, likewise, oblige the provider to be bound by this confidentiality contract.
6. The winning vendor's breach of this confidentiality provision shall entitle DBP to legal and other equitable remedies including but not limited to the immediate cancellation of the contract and shall entitle DBP for claim for damages and injunctive relief under the circumstances. DBP may also elect to terminate further access by the winning bidder to any data and information.
7. A Non-Disclosure Agreement between DBP and the winning vendor will form part of the contract that outlines confidential material, knowledge, or information that both parties wish to share with one another for certain purposes but wish to restrict access for or by third parties.

X. LIQUIDATED DAMAGES

In case the vendor is unable to comply with the terms and conditions of the Agreement or fails to satisfactorily deliver the Services on time, inclusive of duly granted time extensions, if any, the Vendor shall, without prejudice to DBP or other remedies under the Agreement and under the applicable law, be liable by way of liquidated damages in the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance, which cost of unperformed portion shall be determined based on a computation to be agreed upon by the Parties. Once the amount of liquidated damages reaches ten percent (10%), the Client may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

XI. OGCC REVIEW

The parties agree to supplement/amend/restate the agreement, including all its amendments/supplements, to incorporate the comments/revisions, if any, of the Office of the Government Corporate Counsel, with effect from the date of signing thereof.