

REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for **ARC SERVE BACKUP AND RECOVERY SOFTWARE MAINTENANCE SUPPORT**.

Approved Budget for the Contract: ₱800,000.00 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 10 December 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

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

Arcserve Backup and Recovery Software Maintenance Support

TECHNICAL SPECIFICATIONS

I. BACKGROUND


The Arcserve Backup and Recovery is the backup software that automates backing up of data of the critical application systems of the Bank. It automates the daily schedule backup process using the ADIC Scalar i500 (hardware component). The software is also used to restore the database of the said systems at our Disaster Recovery (DR) Site.

II. COVERAGE

The project shall cover one (1) year software maintenance and support for Arcserve Backup and Recovery Software for the period of December 25, 2021 – December 24, 2022.

III. VENDOR REQUIREMENTS

1. Vendor must submit the following BAC documentary requirements in compliance to 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184 on Government Procurement Law as follows:
 - Valid and Current PhilGEPS Registration Number
 - Updated Business or Mayor's Permit
 - Updated Business or Income Tax Return (ITR)
2. List of at least two (2) technical engineers to be assigned for DBP.
3. Copy of certificate that the vendor is an Arcserve authorized partner for Arcserve products and services issued by the Principal.
4. Vendor must open/maintain a Savings Deposit Account with DBP where payments shall be credited within fifteen (15) calendar days from DBP's receipt of Official Receipt and issuance of Certificate of Acceptance.
5. *Should and only if the Parties agree on a one-time payment of the Contract Price after execution of the contract, within five (5) working days from the Vendor's receipt of the Notice to Proceed, the Vendor shall deliver to DBP a notarized Letter of Credit or Certificate of Cover or Guaranty, indicating its unconditional and indivisible undertaking to provide the necessary fixes/patches and/or resolve all application-related concerns and issues for the duration of the Contract Term, accompanied by an irrevocable letter of credit or bank guarantee issued by a Universal Bank or Commercial Bank equivalent to the amount of the Contract Price, which shall remain valid until after the expiration of the Contract.*



**Arcserve Backup and Recovery Software Maintenance Support
TECHNICAL SPECIFICATIONS**

IV. MAINTENANCE SUPPORT COVERAGE

- 1-year support for any inquiries or problems concerning the software
- Notification on software updates and assistance on the installation.
- Availability:
 - Mondays to Sundays
 - 24 x 7 technical support; Response time of 4 hours and resolution time within 24 hours.

V. APPROVED BUDGET

The Approved Budget for the Contract (ABC) is ₱800,000.00, inclusive of all applicable taxes.

VI. PAYMENT

DBP shall pay the corresponding contract price every quarter to the Vendor via credit to its deposit account within Fifteen (15) calendar days from receipt of the Vendor's official receipt and the issuance by DBP of the Certificate of Acceptance, as well as the submission of the documentary requirements as enumerated under this Technical Specifications, if any, subject to the usual government audit/accounting/procurement policies, provided the Vendor has generated a positive performance assessment to be conducted by DBP in accordance with established metrics.

VII. PERFORMANCE BOND

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%)

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TECHNICAL SPECIFICATIONS**

VIII. 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.

IX. 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.

Recommended by:


MGR. ROBERT B. CALIMLIM
Head, Data Center Operations


SAVP ANABELLE M. ESTRELLA
Concurrent Head, ICT Vendor Management Unit
(Group Order No. 2224 dtd. Sept. 29, 2021)

Approved by:


VP JOSE MARIE A. BONTO
Head, Data Center Management Department

