



REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for the **GOANYWHERE SECURE FILE TRANSFER PROTOCOL (SFTP) SOLUTION SOFTWARE LICENSE MAINTENANCE AND SUPPORT, SVP-2022-189**

Approved Budget for the Contract: ₱328,100.00 inclusive of all taxes and other charges

1. Please quote your lowest price based on the attached specifications per Terms of Reference.
2. **Submitted quotations must be duly signed by the vendor's representative and must be sent to the BAC Secretariat not later than 05:00 P.M. of Friday, 12 August 2022.**
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;

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

**GoAnywhere Secure File Transfer Protocol (SFTP) Solution Software
License Maintenance and Support**

TECHNICAL SPECIFICATIONS

I. BACKGROUND

The GoAnywhere Secure File Transfer Protocol (SFTP) Solution is a secure facility for transferring files from one computer to another through a network (e.g., Internet). It requires a single port resulting to a more secure and efficient connection which minimizes the risk of being vulnerable to attacks.

II. PERIOD COVERAGE

The software license maintenance and support commencing for one (1) year or from October 5, 2022 to October 4, 2023.

III. VENDOR REQUIREMENTS

1. BAC Documentary Requirements in compliance to the Government Procurement Law as per latest Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 under Section 53.9:

- a. Valid and Current PhilGEPS Registration/Certificate
- b. 2022 Business or Mayor's Permit
- c. Updated Income Tax Return (ITR)
- d. Updated and Notarized Omnibus Sworn Statement
- e. Updated and Notarized Secretary's Certificate
- f. Updated Letter or Certification being an authorized reseller of Networking Products and Services for at least 1 Year.

2. Documents required before contract implementation:

Vendor must open/maintain a Savings Deposit Account with DBP where payments shall be credited within fifteen (15) calendar days from issuance of Notice of Award (NOA).

3. Documents required after receipt of the Notice to Proceed (NTP):

Vendor should issue the Maintenance coverage for the duration of the period coverage as provided under Section 2.

IV. MAINTENANCE AND SUPPORT SERVICES

1. Technical Support

- a. 8X5 Support(Mondays to Fridays, 8:30 am – 5:30 pm, excluding Holidays)
- b. Unlimited Telephone and Email Support
- c. On Site Support for any Technical Problem related to GoAnywhere Software

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- d. Product Enhancement Updates including installation
 - Minor Releases
 - Major Version Upgrades
- 2. Software Support on Upgrades and Bugs/Fixes
- 3. Service Level Agreement

Severity Level	Description	Response Time	Resolution Time
HIGH. Production system is Down.	The production system is not operational. The problem affects more than 90% of the users and a solution is not available.	Within 30 minutes	Within 4 Hours resolution time or based on vendors' assessment to provide the solution, provided the vendor receives all the necessary information needed for investigation.
MEDIUM. Serious Impact on the operation	The production system is operational but has a major feature that is not operational, or performance is very slow. The problem affects a significant number of users and a solution is not available.	Within 30 minutes	Within 8 Hours resolution time or based on vendors' assessment to provide the solution, provided the vendor receives all the necessary information needed for investigation
LOW. Subsystem or Device Failure and support cases	The system is generally available and functional for a limited number of users. An interim solution is available to keep the system operational.	Within 1 hour	Within 12 Hours resolution time or based on vendors' assessment to provide the solution, provided the vendor receives all the necessary information needed for investigation

V. APPROVED BUDGET

The Approved Budget for the Contract (ABC) is ₱ 328,100.00 VAT Inclusive.

VI. PAYMENT

DBP shall pay the corresponding contract price *on a quarterly basis* to the Vendor via credit to its deposit account within Fifteen (15) calendar days from receipt of the Vendor's Sales Invoice, provided the Vendor has generated a positive performance assessment to be conducted by DBP in accordance with established metrics.

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VII. Performance Security

Form of Performance Security	Minimum % of Contract Price
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%)

The Performance Security shall be effective for one (1) year or from October 5, 2022 to October 4, 2023. The said amount shall only be released after the issuance of the Certificate of Final Acceptance, provided that DBP has no claims filed against the supplier/vendor and that all the conditions imposed under the contract have been fully met.

VIII. 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 TOR. 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 by DBP to the vendor and which are hereby deemed owned by DBP shall be returned to DBP.
3. The 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 confidential 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.

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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.

IX. Liquidated Damages

If the Vendor fails to satisfactorily perform the services within the period(s) specified in the Agreement inclusive of duly granted time extensions if any, DBP shall, without prejudice to its other remedies under the Agreement and under applicable laws, deduct from the Contract Price, as liquidated damages, the applicable rate of 1/10 of 1% of the cost of the unperformed portion for every day of delay until actual delivery or performance.

The maximum deduction shall be 10% of the amount of Agreement. Once the maximum amount of liquidated damages reaches ten percent (10%), DBP may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it.

X. OGCC Review

The Parties acknowledge that this Supplemental Agreement is still subject to the review/clearance of the Office of the Government Corporate Counsel (OGCC). Accordingly, the parties agree to amend/ restate the Agreement, including all its amendments that have been reviewed and negotiated, to incorporate the comments/ revisions, if any, of the Office of the Government Corporate Counsel (OGCC), with effect from the date of signing thereof.