

REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for the **REMOTE SUPPORT SOFTWARE LICENSE SUBSCRIPTION FOR THREE (3) YEARS**

SVP-2022-274

Approved Budget for the Contract: ₱301,150.00 per year or 903,450.00 for Three (3) years 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 Tuesday 29 November 2022.**
3. All quotations must be inclusive of all taxes and other charges.
4. Kindly refer to the attached Technical Specifications

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

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TECHNICAL SPECIFICATIONS

I. BACKGROUND

The Remote Support Software will primarily be used by End User Computing (EUC) to simplify and accelerate IT administration tasks. Technical support can be provided as soon as the IT personnel receive the incident/request by remotely accessing the device and providing initial assessment or if able, resolve the problem/incident.

II. PERIOD COVERAGE

The period coverage is for three (3) years starting from December 28, 2022 to December 27, 2025.

III. VENDOR REQUIREMENTS

A. Vendor must submit the following documentary requirements:

1. Valid and Current PhilGEPS Registration Certificate
2. Updated Business or Mayor's Permit
3. Updated Business or Income Tax Return (ITR)
4. Notarized Omnibus Sworn Statement
5. Updated Letter or Certificate issued by the principal/manufacture or downloadable from the website that the Vendor is an authorized reseller/distributor/direct partner of the Dameware Remote Software Solution.

B. 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).

C. Required after receipt of the Notice To Proceed (NTP)

1. The Vendor must issue a Certificate of Maintenance Subscription for the duration of the period coverage as provided under Section II.
2. The Vendor must issue a Certificate stating the current state of the software in terms of version upgrades and patch updates.

D. Training Requirement

1. The Vendor shall provide one (1) day technical training to equip the DBP personnel with necessary skills 15 days from receipt of the NTP or subject for confirmation of the schedule from both parties.
2. The Vendor shall conduct technical training in case of enhancements or version upgrades.

IV. MAINTENANCE SUBSCRIPTION INCLUSIONS

1. The Vendor shall notify DBP with the software upgrade/firmware, security updates and shall assist in the installation/upgrading.
2. The Vendor shall provide 8x5 maintenance subscription for Dameware Mini Remote Control for any inquiries or problems concerning the application categorized as follows:

Issue/Concern	Response Time	Resolution Time
For problems that directly affect the operations of DBP	30 minutes to 1 hour	Within Eight (8) hours resolution time or based on vendors' assessment to provide the solution, provided the vendor receives all the necessary information needed for investigation.
For inquiries or problems/concerns that does not directly affect the operations of DBP	30 minutes to 1 hour	Within Thirty-Six (36) 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 ₱ 903,450.00 or ₱ 301,150.00 per year 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 and issuance of DBP's Certificate of Acceptance.

VII. 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 the Total 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 will correspond to the agreed total contract price and shall be effective and in full force and effect until the duration of the period coverage as provided under Section II – Period Coverage.

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The said amount shall only be released after the lapse of the contract period, 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 Technical Specifications. In the same manner, the responses to the 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.
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 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 Vendor 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.

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.

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X. 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.

