

REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for the **Acquisition of Additional Arcserve Replication License SVP -2023-02**

Approved Budget for the Contract: ₱500,000.00 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 Monday, 6 February 2023.**
3. All quotations must be inclusive of all taxes and other charges.
4. kindly refer to the attached Terms of Reference (TOR) / Technical Specifications (TS)

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;
 - Copy of certificate that the vendor that the vendor is an authorized reseller/distributor/direct partner of the product being offered

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: bac-sec@dbp.ph and bacsecretariat@dbp.ph



75 YEARS OF BANKING
FOR THE COUNTRY.

DEVELOPMENT BANK OF THE PHILIPPINES

Head Office: Sen. Gil J. Puyat Avenue corner
Makati Avenue, Makati City, Philippines

ACQUISITION OF ARCSERVE REPLICATION LICENSE TECHNICAL SPECIFICATIONS

I. BACKGROUND

The additional Arcserve Replication License will be used for the Check Imaging and Clearing System (CICS) which is one of the critical systems of the Bank. The replication is necessary for continuous availability of the system to ensure business continuity in case of a disaster.

II. PERIOD COVERAGE

The project shall cover Arcserve Replication License for the four (4) Windows servers of CICS including one year maintenance and support.

The start of the license coverage is upon DBP issuance of Notice to Proceed.

III. SOFTWARE REQUIREMENTS

Arcserve Replication License for Windows Enterprise OS with Assured Recovery – Product plus One (1) Year Enterprise Maintenance with the assistance onsite and remote.

IV. VENDOR REQUIREMENTS

1. The vendor should be an authorized reseller/distributor/direct partner of the product being offered.
2. Prior to acceptance and issuance of certification, the vendor shall provide DBP the following documents:
 - a. Copy of Delivery Receipt
 - b. Certificate or Proof of Entitlement
3. The vendor shall provide support in the installation, configuration, and system testing.

VI. APPROVED BUDGET

The approved budget for the project is **₱500,000.00**

VII. PAYMENT

Payment shall be after the DBP issuance of Certificate of Acceptance upon completion of the following:

- Turn-over of Delivery Receipt and Certificate/Proof of Entitlement, and;
- Completion of the software installation, configuration, and system testing within thirty (30) days from issuance of Notice to Proceed.

**Technical Specification
Arcserve Replication License**

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 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 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 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.

Technical Specification
Arcserve Replication License

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 set by the Client. Once the amount of liquidated damages reaches ten percent (10%) of the Total Contract Price, 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.