



### REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for the **ARCserve BACKUP AND RECOVERY SOFTWARE MAINTENANCE SUBSCRIPTION**

SVP-2023-26

**Approved Budget for the Contract:** ₱992,000.00 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 Tuesday 30 May 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)/ Scope of Services (SOW).

#### 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;

- Business Tax Returns
- Mayor's/Business Permit;
- Duly accomplished Data Privacy Consent Form;
- Updated Certificate issued by the principal or downloadable from the website that the Vendor is an Arcserve authorized partner for Arcserve products and services in the Philippines
- All required documents stated in the Technical Specifications : **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 <b>Sole Proprietorship</b> )	(if the supplier/vendor is a <b>Corporation</b> )
Duly notarized Special Power of Attorney <b>AND</b> Duly notarized Omnibus Sworn Statement	Duly notarized Secretary's Certificate <b>AND</b> 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](mailto:bacsecretariat@dbp.ph)

#### You may visit the following websites:

For downloading of Request for Quotation: <https://www.dbp.ph/invitations-to-bid/>

For DBP Statement on Zero Tolerance for Fraud, Corruption and Malpractice:

<https://www.dbp.ph/about-dbp/dbp-statement-on-zero-tolerance-for-fraud-corruption-and-malpractice/>

## Arcserve Backup and Recovery Software Maintenance Subscription

### 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. PERIOD COVERAGE

The period coverage is for one (1) year starting from July 27, 2023 to July 26, 2024.

#### 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. 2023 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 Certificate issued by the principal or downloadable from the website that the Vendor is an Arcserve authorized partner for Arcserve products and services in the Philippines.

2. **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. **Required after receipt of the Notice to Proceed (NTP):**

Vendor must issue a Maintenance Certificate for the duration of the period coverage starting from July 27, 2023 to July 26, 2024, as provided under Section II.

#### IV. SOFTWARE MAINTENANCE AND SUPPORT INCLUSIONS

- 1-year support for any inquiries or problems concerning the software
- Notification of software updates and assistance with the installation.
- Availability:
  - Mondays to Sundays
  - 24 x 7 technical support; Response time of 4 hours and resolution time within 24 hours.
- Provide onsite support during Business Continuity IT drills-initiated activity. Remote support may be provided as required by DBP.

Conforme:

\_\_\_\_\_  
Vendor's Company Name

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**V. APPROVED BUDGET**

The Approved Budget for the Contract (ABC) is ₱ 992,000.00 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.

**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
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 starting from July 27, 2023 to July 26, 2024, as provided under Section 2 – Period Coverage.

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.

<b>Conforme:</b>  _____ <b>Vendor's Company Name</b>  _____ <b>Name &amp; Signature of Authorized Representative</b>  _____ <b>Designation</b>  _____ <b>Date</b>
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**Arcserve Backup and Recovery Software Maintenance Subscription  
Technical Specifications**

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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.

**X. OGCC REVIEW**

All agreements to be executed by the parties, including all its amendments/supplements in relation to the project/transaction shall be subject to comments/revisions, if any, of the OGCC shall be incorporated in the Agreement that will take effect from signing thereof.

<b>Conforme:</b>
_____
<b>Bidder's Company Name</b>
_____
<b>Name &amp; Signature of Authorized Representative</b>
_____
<b>Designation</b>
_____
<b>Date</b>



## DATA PRIVACY CONSENT FORM

By signing this consent form, I/we (as "Data Subject") grant my/our free, voluntary and unconditional consent to the collection and processing of all Personal Data (as defined below), and account or transaction information or records (collectively, the "Information") relating to me/us disclosed/transmitted by me/us in person or by my/our authorized agent/representative/s to the information database system of the Development Bank of the Philippines (DBP) and/or any of its authorized agent/s or representative/s as Information controller, by whatever means in accordance with Republic Act (R.A.) 10173, otherwise known as the "Data Privacy Act of 2012" of the Republic of the Philippines, including its Implementing Rules and Regulations (IRR) as well as all other guidelines and issuances by the National Privacy Commission (NPC).

I/we understand that my/our "Personal Data" means any information, whether recorded in a material form or not, (a) from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious and/or political affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.

I/we understand, further, that DBP shall keep the Personal Data and Information and the business and/or transaction/s that I/we do with DBP (the "Business") in strict confidence, and that the collection and processing of all Personal Data and/or Information by DBP may be used for any of the following purposes (collectively, the "Purposes"):

- a. to make decisions relating to the establishment, maintenance or termination of accounts and the establishment, provision or continuation of banking/credit facilities or financial products and/or services including, but not limited to, investment, trust, insurance, loan, mortgage and/or other secured transactions, financial and wealth management products and services, ATM, credit, debit, charge, prepaid or any type of card, and otherwise maintaining accurate "Know Your Customer (KYC)" information and conducting anti-money laundering and sanctions, credit and background checks;
- b. to provide, operate, process and administer DBP accounts and services or to process applications for DBP accounts, products and/or services, including banking/financial transactions such as remittance transactions and credit/financial facilities, subscription or proposed subscription of products or services (whether offered or issued by DBP or otherwise), and to maintain service quality and train staff;
- c. to undertake activities related to the provision of the DBP accounts and services including but not limited to transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, customer profiling, term sheets or other product related materials, administration of rewards and loyalty programs;
- d. to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant / counterparty in connection with participation in various products (whether such products are offered or issued by DBP, DBP's affiliates, third parties or through other intermediaries, providers or distributors);
- e. to fulfill domestic and foreign legal, regulatory, governmental, tax, law enforcement and compliance requirements [including Philippine and/or foreign anti-money laundering, sanctions and tax obligations applicable to DBP and any of its affiliates and subsidiaries, and disclosure to any domestic or foreign market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an "Authority") pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority] and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to DBP and/or any of its affiliates and subsidiaries, their agents or providers;
- f. to verify the identity or authority of my/our family members, friends, beneficiaries, attorneys, attorneys-in-fact, shareholders, beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, sureties, guarantors, other security and other individuals, representatives who contact DBP or may be contacted by DBP (collectively, the "Related Person/s") and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to DBP's then-current security procedures;
- g. for risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Data Subjects and Related Person/s, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between the Data Subject or Related Person/s, and DBP) and creating and maintaining business development plans and activities for present and future reference;
- h. to monitor and record calls and electronic communications with Data Subject/s and Related Person/s for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes;
- i. for crime and fraud detection, prevention, investigation and prosecution;
- j. to enforce (including without limitation collecting amounts outstanding) or defend the rights of DBP and/or any of its affiliates and subsidiaries, its employees, officers and directors, contractual or otherwise;
- k. to perform internal management and management reporting, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;

- l. to enable an actual or proposed assignee of DBP, or participant or sub-participant or transferee of DBP's rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- m. to comply with contractual arrangements or to support initiatives, projects and programs by or between financial industry self-regulatory organizations, financial industry bodies, associations of financial services providers or other financial institutions (each, an "Industry Organization"), including assisting other financial institutions to conduct background or credit checks or collect debts;
- n. to manage DBP's relationship with the Data Subject, which may include providing information about the Data Subject or a Related Person/s, to DBP and any of its affiliates and subsidiaries
- o. for marketing to me/us and to individuals with similar profiles, attributes or behavior, banking, financial, credit, investment, trust, insurance, loan, mortgage, and wealth management related products or services, conducting market, product and service research, and designing or refining any products or services including by conducting data analysis, and surveys, by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, mobile, social media, chat, biometric, and other technological tools and development;
- p. to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within DBP and any of its affiliates and subsidiaries, and any other use of data and information in accordance with any DBP programs for compliance with tax, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and,
- q. any other transactions and/or purposes analogous or relating directly thereto.

At the same time, I/we agree that the Information shall be retained by DBP for as long as necessary for the fulfillment of any of the aforementioned Purposes, and shall continue to be retained for a period of two (2) years notwithstanding the termination of any of the above Purposes.

Further, I/we understand that, with respect to my/our submission, collection and processing of the Personal Data of Related Person/s, it is my/our duty and responsibility: (i) to inform said Related Person/s of the Purpose/s for which his/their Personal Data have been submitted, collected and processed by DBP, (ii) to obtain consent from the said Related Person/s for the collection and processing of his/their Personal Data/Information in accordance with the Data Privacy Act of 2012, and (iii) to inform DBP that such consent from said Related Person/s have been obtained.

I/we hereby acknowledge that I/we have been provided with the written notification below on my/our rights as a Data Subject (each, a "Right", collectively, the "Rights") in accordance with the Data Privacy Act of 2012, to wit:

- i. to be informed whether Information and/or Personal Data is being or has been processed.
- ii. to require DBP to correct any Information and/or Personal Data relating to the Data Subject which is inaccurate;
- iii. to object to the processing of the Information and/or Personal Data in case of changes or amendments to the Information and/or Personal Data supplied or declared to the Data Subject;
- iv. to access the Information and/or Personal Data;
- v. to suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from DBP's information database system.

I/we acknowledge, further, that if I/we was/were to exercise any of the Rights enumerated above, DBP reserves its right to re-evaluate and/or terminate its Business with me/us as well as any of the Purposes and/or DBP services/products for which the Information and/or Personal Data has been collected and processed.

I/We have read and understood the above and hereby consent to, agree on, accept and acknowledge these terms of consent for myself/ourselves and/or as agent/s for and on behalf of the principal/s I/we represent by signing below

Signed in \_\_\_\_\_ on \_\_\_\_\_, 201\_\_ .

\_\_\_\_\_  
Signature over Printed Name

or

\_\_\_\_\_  
Company Name

By:

\_\_\_\_\_  
Authorized Signatory  
Signature over Printed Name

**ADDITIONAL INFORMATION**

For inquiries or complaints, you may contact the Development Bank of the Philippines (DBP), Attention to: the **DBP Data Protection Officer** or the **DBP Customer Experience Management Unit**, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City, Philippines, Telephone No. (02) 818-9511 to 20/818-9611 to 20, email: [info@dbp.ph](mailto:info@dbp.ph).