

Development Bank of the Philippines

REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for the **Software License Maintenance Subscription for the GoAnywhere Managed File Transfer Solution**SVP-2025-04

Approved Budget for the Contract: 1,950,000.00 inclusive of all applicable tax

- 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 or Digital Technology and Innovations Department not later than 05:00 P.M. of Monday, 24 March 2025
- 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;
 - Mayor's/Business Permit;
 - > Latest Income Tax Return
 - Duly accomplished Data Privacy Consent Form;
 - Conformance to each and every page of the Technical Specifications, duly signed by the authorized representative;
 - > 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 Sole	(if the supplier/vendor is a Corporation)
Proprietorship)	
Duly notarized Special Power of Attorney	Duly notarized Secretary's Certificate
AND	AND
Duly notarized Omnibus Sworn Statement	Duly notarized Omnibus Sworn Statement

If awarded, winning suppliers/vendors must submit Tax Clearance for Final Settlement of Government Contracts prior to final payment pursuant to BIR RMO 002-2025.

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

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 Malpratice:

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

Software License and Maintenance Subscription for the GoAnywhere Managed File Transfer (MFT)Solution

TECHNICAL SPECIFICATIONS

I. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is ₱ 1,950,000.00 VAT Inclusive.

II. SOFTWARE LICENSE AND MAINTENANCE SUBSCRIPTION INCLUSIONS

A. Software Requirements

1. Provide 1-year GoAnywhere MFT Licenses:

Qty	Licenses
1 Lot	Production Instance
	Components:
	GoAnywhere Advanced Workflows
	GoAnywhere Advanced Reporting
	GoAnywhere SFTP Server
	 GoAnywhere Secure Folders (HTTPS)
attender of the second	GoAnywhere Gateway
1 Lot	Disaster Recovery (DR) Instance
	Components:
	GoAnywhere Advanced Workflows
	GoAnywhere Advanced Reporting
	GoAnywhere SFTP Server
	 GoAnywhere Secure Folders (HTTPS)
	GoAnywhere Gateway

- 2. Software support on bugs and fixes
- Software Upgrades (major/minor)

B. Support Requirements

- 8X5 Support (Mondays to Fridays, 8:30 am 5:30 pm, excluding Holidays)
- 2. Unlimited Telephone and Email Support
- On Site Support for any Technical Problem related to GoAnywhere Software
 - Product Enhancement Updates including installation
 - Minor Releases
 - Major Version Upgrades
- Provide support during Business Continuity activity. Remote support may be provided as required by DBP.

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.

Note: In the event that it is determined the Vendor is in default of any of its obligations under the contract, the penalty clause computation is detailed in Section VIII – Liquidated Damages.

C. Other Services

 The vendor shall provide two (2) sessions of Technical Updates within the contract period. Please see the schedule below:

1 st Session	To be conducted within the 1 st semester, subject to confirmation of the schedule by both parties.
2 nd Session	To be conducted within the 2 nd semester, subject to confirmation of the schedule by both parties.

The vendor shall provide training certificates to all attendees within five (5) working days after

2. The vendor shall provide two (2) File Transfer Automation with documentation.

III. PERIOD COVERAGE

The coverage is for one (1) year starting from April 5, 2025 to April 4, 2026.

IV. PERFORMANCE BOND

The vendor is required to submit performance security in any of the following forms and percentages:

Form of Performance Security	Minimum % of Total Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank	
Bank draft/guarantee or irrevocable latter 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	Five percent (5%)
Surety Bond callable upon demand is 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%)

	Conforme:
-	Vendor's Company Name
	Name & Signature of Authorized Representative
	Designation
	Date

The Performance Security will correspond to the agreed total contract price and shall be effective and in full force and effect for the entire Term of the Agreement.

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.

V. PAYMENT TERMS

DBP shall pay the corresponding contract price to the Vendor via credit to its deposit account within Forty-Five (45) calendar days from receipt of the original Vendor's Sales Invoice, submission of License Certificate, Latest Tax Clearance as required under BIR R.R 017-2024 s. 2024 and issuance of DBP's Certificate of Acceptance.

DBP's Certificate of Acceptance will be issued upon submission of the aforementioned documentary requirements.

VI. VENDOR REQUIREMENTS

- A. 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:
 - 1. PhilGEPS Registration Number
 - 2. Latest Business or Mayor's Permit
 - 3. Latest Income Tax Return (ITR)
 - 4. Updated and Notarized Omnibus Swom Statement.
 - 5. Updated and Notarized Secretary's Certificate
 - 6. Signed Data Privacy Consent Form Bids Procurement
 - Updated Letter or Certificate issued by the principal/manufacturer/distributor that the Vendor is an authorized reseller/direct partner of GoAnywhere Managed File Transfer Solution.

B. Required upon issuance of Notice of Award (NOA):

Vendor must open/maintain a Savings Deposit Account with DBP where payments shall be credited.

C. Required upon receipt of the Notice to Proceed:

Vendor must submit a License Certificate for the duration of the period coverage starting from April 5, 2025 to April 4, 2026.

VII. 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.

- 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.
- 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.
- The winning Vendor undertakes 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
- 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

	Conforme:
	Vendor's Company Name
Name	& Signature of Authorized Representative
	Designation
	Date

- DBP to 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.

VIII. LIQUIDATED DAMAGES

In case the Vendor is unable to comply with the terms and conditions of this Agreement or fails to satisfactorily deliver the Subscription on time inclusive of duly granted time extensions, if any, DBP shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, 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.

Such an amount shall be deducted from any money due, or which may become due to the vendor, or collected from any securities or warranties posted by the vendor, whichever is convenient to DBP.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, 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.

Vendor's Company Name Name & Signature of Authorized Representative
Name & Signature of Authorized Representative
Traine & Signature of Authorized Representative
Designation
Date