



## REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for the **MAINTENANCE SUBSCRIPTION OF 4 ARCSERVE REPLICATION LICENSES USED FOR THE 4 WINDOWS SERVERS OF CHECK IMAGING CLEARING SYSTEM**

SVP-2025-2

**Approved Budget for the Contract: 360,000.00 inclusive of all applicable**

1. Please quote your lowest price based on the attached specifications per Terms of Reference.
2. **Quotations must be inclusive of all taxes and other charges, and must be duly signed by the vendor's duly authorized representative.**
3. **Quotations must be submitted to the BAC Secretariat or Network Infrastructure Services Department, not later than 05:00 P.M. of 22 July 2025.**
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 <b>Sole Proprietorship</b> )	(if the supplier/vendor is a <b>Corporation</b> )
Duly notarized Special Power of Attorney <u>AND</u>	Duly notarized Secretary's Certificate <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](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/>

Maintenance Subscription of 4 Arcserve Replication Licenses Used for the  
4 Windows Servers of Check Imaging and Clearing System (CICS)

**TECHNICAL SPECIFICATIONS**

**I. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The ABC is ₱ 428,500.00 VAT Inclusive.

**II. MAINTENANCE SUBSCRIPTION INCLUSIONS**

1. Provide 1-year maintenance subscription for the existing 4 Arcserve Replication Licenses for Windows Enterprise Operating System with Assured Recovery of DBP.
2. Latest patches and bug fixes
3. 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.
4. Provide support during Business Continuity activity. Remote support may be provided as required by DBP.

**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.

**III. PERIOD COVERAGE**

The coverage is for one (1) year starting from August 13, 2025, to August 12, 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	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 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%)

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.

Conforme:

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

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

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

## V. PAYMENT TERMS

DBP shall pay the corresponding contract price on a *quarterly basis* to the Vendor via credit to its deposit account within thirty (30) calendar days upon complete submission and verification of the following documentary requirements:

1. Sales Invoice
2. Maintenance Coverage covering the period from August 13, 2025, to August 12, 2026
3. DBP Certificate of Acceptance – Issued upon submission and satisfactory review of the aforementioned documents.

## VI. VENDOR REQUIREMENTS

- A. 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. Updated and Notarized Omnibus Sworn Statement
4. Updated and Notarized Secretary's Certificate
5. Signed Data Privacy Consent Form – Bids Procurement
6. Updated Certificate issued by the principal/distributor that the Vendor is an Arcserve authorized partner for Arcserve products and services in the Philippines.

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 Maintenance Coverage covering the period from August 13, 2025 to August 12, 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.

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 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.
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 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.

Conforme:

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

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

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

#### **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 the payment.

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.

Conforme:

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

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

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date



DEVELOPMENT BANK OF THE PHILIPPINES

**PRIVACY CONSENT FORM**  
Bids/Procurement

Name of Project

I, \_\_\_\_\_, (Address) \_\_\_\_\_  
(Contact Number) \_\_\_\_\_, (Email Address) \_\_\_\_\_ hereby authorize/consent to the processing of personal and other related business information which I voluntarily provided to the **Development Bank of the Philippines (DBP)** and understand, acknowledge and agree to the following specific purposes and terms:

I authorize DBP for **processing**<sup>1</sup> and using my personal and other related business information, including but not limited to my name, address, contact details, and any other relevant information necessary for the evaluation process.

I understand that appropriate security measures shall be implemented by DBP for the protection of my personal and other related business information and shall be treated confidentially. Similarly, such information shall only be disclosed to authorized personnel involved in the bids and awards process of DBP.

I acknowledge that my personal and other related business information may be retained by DBP for as long as deemed necessary to fulfill the purposes specified/stated in this consent form, or as required by applicable policies, laws or regulations.

I understand that I have the right to access and request correction of my personal and other related business information held by DBP to correct any error and inaccuracy, in accordance with applicable data privacy laws.

I understand that I have the right to withdraw my consent, and request DBP to stop the **processing** of my personal and business information which may cease/ terminate/ discontinue the evaluation and other related procurement processes.

I agree that any confidential information obtained during my participation in the bid and procurement procedures shall not be disclosed to any third party other than its intended purpose.

By signing below, I acknowledge that I have read and understood the terms and purposes of this consent form and agree to the **processing** of my personal and other related business information as described.

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

\_\_\_\_\_  
Date Signed

**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 Department**, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City, Philippines, Telephone No. (02) 8818-9511 to 20/ (02) 8818-9611 to 20, email: [info@dbp.ph](mailto:info@dbp.ph).

<sup>1</sup>**PROCESSING** - refers to any operation or any set of operations performed upon personal data including but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.

# OMNIBUS SWORN STATEMENT

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

## AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_, *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_