



REQUEST FOR QUOTATION

You are invited by the Development Bank of the Philippines to submit a tender for the **PROCUREMENT OF PREVENTIVE MAINTENANCE FOR THE EIGHT (8) UNITS OF 5KVA UPS**

SVP-2025-25

Approved Budget for the Contract: 400,000.00 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 Data Center Management Department, not later than 05:00 P.M. of 13 August 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 Sole Proprietorship)	(if the supplier/vendor is a Corporation)
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

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/>

Procurement of Preventive Maintenance for the Eight (8) Units of 5kVA UPS

TECHNICAL SPECIFICATIONS

I. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is Four Hundred Thousand Pesos (₱ 400,000.00) inclusive of VAT.

II. REQUIREMENTS

1. One-year quarterly preventive maintenance and support for eight (8) units of 5kVa UPS installed at the 2/F DBP Annex Building.
2. The Bidder shall perform a quarterly health check and submit a report on the details of the activities conducted, as provided in the attached checklist ("Annex A"), within two (2) weeks after the activity.

III. PERIOD COVERAGE

The period coverage is for one (1) year starting from the receipt of Notice to Proceed (NTP).

IV. SERVICE LEVEL AGREEMENT (SLA)

- A. The winning Bidder shall provide 24 x 7 support (i.e telephone and email)

Severity	Description	Response Time	Resolution Time
1	The customer production system is not operational. The problem affects more than 90% of the users and a solution is not available.	Within Thirty (30) minutes	4 Hours resolution time or based on vendors' assessment to provide the solution.
2	The customer production system is operational but has a major feature that is not operational, or unstable, with periodic interruptions.	Within 4 hours	12 Hours resolution time or based on vendors' assessment to provide the solution.
3	The system is generally available and functional for a significant number of users. An interim solution is available to keep the system operational.	Within 24 hours	Within the next 24 Hours resolution time or based on vendors' assessment to provide the solution.

- B. In the event of extended downtime affecting the operations of DBP (beyond the 4-hour resolution time) due to unresolved problem(s), the winning Bidder shall provide a UPS service unit and should be the same or greater configuration and specification as that of the existing unit(s).
- C. A replacement unit with the same or greater configuration and specifications as the existing unit(s) must be provided upon confirmation from the winning Bidder that the component is defective and/or beyond repair.

Conforme:

Vendor's Company Name

Name & Signature of Authorized Representative

Designation

Date

Technical Specifications

- D. If the problem resolution activity extends beyond twenty-four (24) hours, the winning Bidder shall submit a report on the status, including but not limited to the most recent and/or ongoing activities and the Estimated Time of Resolution (ETR).
- E. The winning Bidder shall submit a list of all hardware components with corresponding end-of-support and end-of-life.

V. 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 III.

The said amount shall only be released after the lapse of the contract term provided that DBP has no claims filed against the supplier/vendor and that all the conditions imposed under the contract have been fully met.

VI. PAYMENT TERMS

DBP shall pay the corresponding contract price on a quarterly basis to the winning Bidder within fifteen (15) calendar days from the receipt of the Bidder's Sales Invoice, and submission of quarterly preventive maintenance report and issuance by DBP's Certificate of Acceptance

The winning bidder shall be required to submit an updated tax clearance before the final payment pursuant to BIR Revenue Regulations No. 017-2024.

VII. VENDOR REQUIREMENTS

A. Vendor must submit the following documentary requirements:

1. Proposal/Quotation
2. PhilGEPS Registration Number
3. 2025 Mayor's Business Permit
4. Signed DBP Data Privacy Consent Form

Conforme:

Vendor's Company Name

Name & Signature of Authorized Representative

Designation

Date

Technical Specifications

5. Updated Income Tax Return (ITR)
6. Updated and Notarized Omnibus Sworn Statement
7. Updated and Notarized Secretary's Certificate
8. Bidder must have completed contract similar in nature within the last five (5) years equivalent to at least fifty percent (50%) of the ABC for one (1) year. Similar contract refers to Maintenance Support Subscription for UPS.

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. Document required after Receipt of the Notice to Proceed:

Vendor must submit a Proof-of-Entitlement for the duration of the period coverage, as provided under Section III.

VIII. NON-DISCLOSURE CONDITION

The Bidder 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 bidder, and which are hereby deemed owned by DBP shall be returned to DBP.
3. The winning bidder 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 bidder shall, likewise, oblige the provider to be bound by this confidentiality contract.
6. The winning bidder'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 bidder 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

IX. LIQUIDATED DAMAGES

If the Bidder 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 performance of the services required as stated in Section VI A. For the computation, please see attached Annex B.

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. SIGNING OF THE CONTRACT

The documents required in Section 66 of the IRR of RA No.12009 shall form part of the Contract should be subject to OGCC Review.

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**¹ 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.

¹**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]

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 _____