



Bids and Awards Committee

REQUEST FOR QUOTATION (RFQ) No. 2018- 32

The Securities and Exchange Commission (SEC), through its Bids and Awards Committee (BAC), will undertake an **Alternative Method of Procurement through Negotiated Procurement** for the items stated below, in accordance with **Section 53.9 Small Value Procurement** of the Revised Implementing Rules and Regulations of Republic Act. No. 9184.

The SEC hereinafter referred to as "the Purchaser", now requests submission of a price quotation for the subject below:

Amended APP 2018-4	PR No.	Description	Approved Budget for the Contract (ABC) inclusive of VAT
II.D,11	201809164	Software Maintenance for SEC Website and Its Component (See Attachment 2 for minimum Technical Specifications)	Php300,000.00

Interested suppliers are required to submit the following documents:

1. Valid and current Mayor's/Business Permit
2. PhilGEPS Registration Number
3. Latest Income/Business Tax Return
4. Omnibus Sworn Statement (to be submitted upon award) (Attachment 3)

SEC Condition of Sale:

1. Delivery Schedule: Fifteen (15) calendar days from receipt of approved PO/NTP
2. Bid Validity: Sixty (60) calendar days from submission of bids
3. Delivery Site: General Services Division, 3rd/F Secretariat Building, PICC Complex, Pasay City


Award of contract shall be made to the bidder with the lowest quotation for the subject goods which comply with the minimum technical specifications and other terms and conditions stated herein.

Any alterations, erasures, or overwriting shall be valid only if they are signed or initialed by the bidder or his/her duly authorized representative.

Submission of duly signed Price Quotation Form (Attachment 1) and eligibility documents is not later than **10:00 A.M. of October 19, 2018** at the Procurement Division, 3rd Floor, Secretariat Building, PICC Complex, Pasay City. Open submission may be done, manually or through Facsimile No. 818-5330.

The penalty for late deliveries is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the contract price. Once the cumulative amount of liquidated damage reaches ten percent (10%) of the contract price, the procuring entity shall rescind the contract without prejudice to other courses of action and remedies open to it.

The SEC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.


EMMANUEL Y. ARTIZA
Chairman, BAC

PRICE QUOTATION FORM
RFQ. 2018-32

Date: _____

The Bids and Awards Committee
c/o Procurement Division
3rd Floor, Secretariat Building,
PICC Complex, Pasay City

Sir/Madam:

After having carefully read and accepted the terms and conditions in the Request for Quotation, hereunder is our price quotation for the item/s identified below:

Item no.	Article and Descriptions	Qty	Unit price	Total Price (VAT Inclusive)
1	Software Maintenance for SEC Website and Its Component (See Attachment 2 for minimum Technical Specifications)	1 lot	P _____	P _____

AMOUNT IN WORDS: _____

The above-quoted price is inclusive of all costs and applicable taxes

Very truly yours,

AUTHORIZED REPRESENTATIVE:

Signature : _____
 Printed Name : _____
 Date : _____
 Company Name : _____
 Contact no. : _____

TECHNICAL SPECIFICATIONS

PROJECT TITLE:

Software Maintenance Service for SEC Website and its Components

PROJECT OBJECTIVE:

The SEC Website is an essential tool to connect to the public and stakeholders of the Commission making sure that they are informed with the latest laws/rules, policies, procedures and guidelines being implemented by SEC.

BRIEF PROJECT DESCRIPTION:

The SEC Website was established to serve as an efficient means of disseminating information (laws/rules/ regulations, policies, guidelines, SEC memorandum circulars, advisories, notices, SEC opinions and the etc.) relevant to securities market and company registration making it readily available to all interested parties - SEC stakeholders, investors community, the general public and etc. anytime (24 X 7), anywhere, and anyway (any device). It is a venue for easy access to SEC's online services such as SEC Company Registration System, SEC i-View, SEC Express, and etc.

The SEC i-Message Mo (IMM) is a component of the SEC website providing interactive and participative facility for users to lodge queries, complaints, issues, suggestions, tips and the like as well as receive feedback and alerts.

Another component that goes with the SEC Website is the Content Management System (CMS) designed for a user-friendly web content authoring, collaboration and administration tools to allow users with little knowledge of web programming languages or markup languages to create and manage website content with relative ease.

To sustain the smooth operationalization of the SEC Website and its components, a software maintenance services is imperative.

PROJECT DURATION:

Software Maintenance Service will be provided for one (1) year which shall commence upon the issuance Notice to Proceed (NTP).

SCOPE OF WORK:

The Software Maintenance Services covers labor component only for rendering the following services as follows:

Installation Service

- Installation Service which shall be limited to the set up, configuration and loading of the application systems to the required operating environment (hardware, software and network); and
- Any preventative measures to ensure that the SEC i-Message Mo and CMS Application Systems continue to operate in accordance with SEC Requirements, Requirements Specification, Process Flows and Related Documents and Design Documentation (as specified in this Agreement), including the following:
 - Server Disk Capacity check;
 - Database Capacity check;
 - Database Server Disk Usage check; and
 - Application and other Servers Disk Usage check

IMM and CMS (Application Systems) Maintenance Service

- Quarterly Preventive Maintenance, a preventive measure inclusive of the functions pulling out IT resource problems found in the application configuration and regular application systems backup (application data backup before/after commencing update) for the probable problems.
- Corrective Maintenance that will aim to rectify defects of the application systems as the Error detection-analysis-Solution finds a problematic part in the application systems. If a problem cannot be resolved immediately, a workaround will be recommended.
- Adaptive Maintenance which will provide the appropriate recommendations on adaptation required through an analysis of impact of application on change in external and internal environment and is controlled through Change of application systems through S/W Upgrade.
- Perfective Maintenance includes various enhancement activities to help the stability of application, e.g. periodic monitoring on performance and availability of the system.

SERVICE LEVEL AGREEMENT:

1. Any action(s) to verify a fault's existence and to determine conditions under which the fault may recur, including:
 - a) To investigate the cause of any fault whether requested by SEC or otherwise; and
 - b) To provide design and testing services to diagnose faults.
2. Any action(s) to verify a fault or problem's existence, the determination of conditions under which a fault may recur, and the resolution of the said fault or problem, including but not limited to:
 - a) Provider shall deliver, test and install any fixes or updates to **IMM and CMS Application Systems**. However, the latest fixes of any patches must be certified by Provider that the **IMM and CMS Application Systems** can perform without any interruption.
 - b) If a problem cannot be resolved immediately, a workaround will be recommended. The proposed escalation process will need to be reviewed and mutually agreed prior to the Live Date.
 - c) Provider shall ensure that the **IMM and CMS Application Systems** is optimized to maximize performance, minimize processing time and minimize response time.
 - d) If required, any faulty equipment the Provider will recommend to SEC the appropriate set of functioning equipment and operating system to be swapped.
 - e) Any action(s) to resolve, rectify or remedy a fault, including, but not limited to, the following:
 - Technical Phone Support
 - i. Provider shall provide SEC with technical phone support if required, including guiding SEC through the necessary steps to rectify a fault.
 - ii. SEC may telephone Provider's Call Centre for unlimited telephone assistance and consultation in the event of assistance being required during SEC's normal operating hours of 7:00 a.m. to 7:00 p.m. on Mondays to Fridays ("Hours of Coverage").
 - On-site Maintenance Services

Upon SEC's request, Provider Personnel shall go to the Main Site and/or Disaster Recovery Site to rectify a fault and provide technical support, including:

 - i. Diagnosing, debugging and rectifying faults in the **IMM and CMS Application Systems**;
 - ii. With prior written approval of SEC, effecting any modifications and changes, including providing additional hardware and software, if any, for the account of SEC to enable the **IMM and CMS Application Systems** to overcome deficiencies in design, manufacture, assembly, installation and performance in accordance with this Agreement;

- iii. Provide training necessitated by corrections to faults; and
- iv. The cost associated with the On-site Maintenance Services shall be borne by the Provider if the system defect or malfunction is caused by the Provider or the Licensed Software. Otherwise, if the system defect or malfunction is contributed by or resulting from any acts or omissions whether negligent, willful or otherwise of SEC, the cost shall be borne by SEC.

3. Hours of Coverage

The Maintenance Services shall be provided during SEC's normal operating hours of 7:00 a.m. to 7:00 p.m. on Mondays to Fridays ("Hours of Coverage"). For services provided at SEC request outside the Hours of Coverage, SEC shall not be subject to additional charges over and above the Annual Maintenance Fee for Maintenance Services provided within the abovementioned Hours of Coverage.

4. Relocation of the **IMM and CMS Application Systems**

Should the need arise, the SEC shall be responsible to relocate/transfer the physical servers (where the **IMM and CMS Application Systems** and its related equipment is currently installed) to another site and reinstall each item of Equipment at that site. However, should there be a need for any activity to ensure the availability of **IMM and CMS Application Systems** after the relocation/transfer shall be responsibility of the Provider as part of this MA. SEC should provide to the Provider the schedule and relevant information at least 2 weeks in advance, and prepare all necessary equipment and environments to ease the activity of the Provider.

5. Response Times

Provider shall respond and resolve any faults or defects logged by SEC within the time periods specified in the Problem Resolution Metrics Table below. In the event Provider is unable to fix or resolve any of the Defects according to the procedure under the respective severity levels, then Provider shall compensate SEC with an amount equivalent to the rates of refund stipulated in the Problem Resolution Metrics Table except for Severity 3 and 4.

Problem Resolution Metrics Table

Problem Definition	Course of Action / Rate of Refund
<u>Severity 1</u> Produces an emergency situation in which the system is inoperable, or fails catastrophically.	<u>Course of Action</u> Provider will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem. Supplier shall provide SEC with a solution and / or work-around within Three (3) Hours from the time when the Virtual Private Network (VPN) is made available to Provider or when the call is logged if access to the VPN is not required for diagnosis or correction, as the case may be. If Provider delivers only an acceptable work-around solution, Provider shall deliver the following within Twelve (12) Hours from the time when the Virtual Private Network (VPN) is made available to the PROVIDER or when the call is logged if access to the VPN is not required for diagnosis or correction, as the case may be: <ul style="list-style-type: none"> - cause of the Severity 1 problem; - proposed permanent solution; and - timeline for the delivery of the permanent solution. <u>Rate of Refund</u> If the problem is not resolved either through a work-around or permanent solution within Three (3) Hours , the PROVIDER is liable to refund to Customer the following:

Problem Definition	Course of Action / Rate of Refund					
	Percentage of Monthly Maintenance (Rate of Refund Per Day)	Percentage of Monthly Maintenance (Maximum Refund)				
	5%	15%				
	A percentage of the applicable monthly maintenance charge for the software causing the problem for each business day that the system was inoperable up to a maximum percentage of the applicable monthly maintenance charge for the software causing the problem. For the avoidance of doubt, notwithstanding the above, in the event the maximum rate of refund is exhausted due to inordinate delay, the non resolution of a Severity 1 problem shall be deemed to be a material breach of this Agreement and SEC shall be entitled to elect to recover full damages against the PROVIDER, without prejudice to its other legal rights under this Agreement.					
Severity 2 Produces a detrimental situation in which performance (throughput or response) of the System degrades substantially under reasonable loads, such that there is a severe impact on use; the System is usable, but materially incomplete or degraded; one or more mainline functions or commands is inoperable or degraded; or the use is otherwise significantly impacted.	Course of Action Provider will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem. Supplier shall provide SEC with a solution and / or work-around within Eight (8) Hours from the time when the Virtual Private Network (VPN) is made available to PROVIDER or when the call is logged if access to the VPN is not required for diagnosis or correction, as the case may be: If PROVIDER delivers only an acceptable work-around for a Severity 2 problem, PROVIDER shall deliver the following within Twenty-Four (24) Hours from the time when the Virtual Private Network (VPN) is made available to PROVIDER or when the call is logged if access to the VPN is not required for diagnosis or correction, as the case may be: - cause of the Severity 2 problem; - proposed permanent solution; and - timeline for the delivery of the permanent solution. Escalate to Severity 1 in the event the Severity 2 problem is not resolved and no work-around is delivered after 8 hours. Rate of Refund If the problem is not resolved either through a work-around or permanent solution within Eight (8) Hours , PROVIDER is liable to refund to SEC the following: <table><tr><th>Percentage of Monthly Maintenance (Rate of Refund Per Day)</th><th>Percentage of Monthly Maintenance (Maximum Refund)</th></tr><tr><td>5%</td><td>15%</td></tr></table> A percentage of the applicable monthly maintenance charge for the software causing the problem for each business day that the system was inoperable up to a maximum percentage of the applicable monthly maintenance charge for the software causing the problem. For the avoidance of doubt, notwithstanding the above, in the event the maximum rate of refund is exhausted due to inordinate delay, the non resolution of a Severity 2 problem shall be deemed to be a material breach of this Agreement and SEC shall be entitled to elect to recover full damages against PROVIDER , without prejudice to the Customer’s other legal rights under this Agreement.		Percentage of Monthly Maintenance (Rate of Refund Per Day)	Percentage of Monthly Maintenance (Maximum Refund)	5%	15%
Percentage of Monthly Maintenance (Rate of Refund Per Day)	Percentage of Monthly Maintenance (Maximum Refund)					
5%	15%					

Problem Definition	Course of Action / Rate of Refund
<p><u>Severity 3</u></p> <p>Produces an inconvenient situation in which the System is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.</p>	<p><u>Course of Action</u></p> <p>PROVIDER will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 3 problem. Supplier shall provide SEC with a solution and / or work-around within Forty-Eight (48) Hours from the time when the Virtual Private Network (VPN) is made available to the Supplier or when the call is logged if access to the VPN is not required for diagnosis or correction, as the case may be: If PROVIDER delivers only an acceptable work-around for a Severity 3 problem, PROVIDER shall deliver the following within Five (5) Working Days from the time when the Virtual Private Network (VPN) is made available to the PROVIDER or when the call is logged if access to the VPN is not required for diagnosis or correction, as the case may be:</p> <ul style="list-style-type: none"> - cause of the Severity 3 problem; - proposed permanent solution; and - timeline for the delivery of the permanent solution. <p><u>Rate of Refund</u> N/A</p>
<p><u>Severity 4</u></p> <p>Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Supplier.</p>	<p><u>Course of Action</u></p> <p>PROVIDER will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 4 problem. Supplier shall provide SEC with a solution and / or work-around within Five (5) Working Days from when the Virtual Private Network (VPN) is made available to the PROVIDER or when the call is logged if access to the VPN is not required for diagnosis or correction, as the case may be: If PROVIDER delivers only an acceptable work-around for a Severity 4 problem, PROVIDER shall deliver a permanent solution in the next up-grade release.</p> <p><u>Rate of Refund</u> N/A</p>

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

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 of *[Name of Bidder]* with office address at of *[Name of Bidder] [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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;

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: I am 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, 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;

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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. I 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.

IN WITNESS WHEREOF, I hereunto set my hands this _____ day of _____, 20____
at _____, Philippines. _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____, affiant
exhibiting to me his/her _____ *(Government issued ID name, number and validity
date)* _____

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Bidder's Representative/Authorized Signatory

[JURAT]