REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

NOV 06 2024

MR. CHRISTOPHER EMMANUEL K. MAGLUNOG
Exakt IT Services Inc.
6/F Hallare Building No. 10 East Capitol Drive
Kapitolyo, Pasig City

Dear Mr. Maglunog,

We are pleased to inform you that the Project, **"Renewal of PowerBuilder Professional License Subscription"** is hereby awarded to your company in the amount of Four Hundred Ninety-Eight Thousand Five Hundred Pesos Only (Php498,500.00).

Based on the evaluation of your submitted documents, the Administrative Service finds your submission as the single calculated and responsive quotation for the said project.

Thank you and God Bless.

Very truly yours,

RAMON VICENTE B. ASUNCION
Assistant Secretary, IM and Concurrent
Director IV, Administrative Service

Conforme:

_____
Authorized Representative
Exakt IT Services, Inc.
Date:_____ NOV 07 2024

NOTICE TO PROCEED

NOV 08 2024

MR. CHRISTOPHER EMMANUEL K. MAGLUNOG
Exakt IT Services Inc.
6/F Hallare Building No. 10 East Capitol Drive
Kapitolyo, Pasig City

Dear **Mr. Maglunog,**

Per attached Purchase Order No. 2024-065, we hereby notify you that your office may proceed with the delivery of the project, **"Renewal of PowerBuilder Professional License Subscription"** upon receipt and acceptance of this Notice.

In this regard, your Office shall coordinate with our Information and Communications Technology Systems Service (ICTSS) to ensure compliance with the item specification, and the terms stated at the back of the Purchase Order.

Very truly yours,

RAMON VICENTE B. ASUNCION
Assistant Secretary, IM and Concurrent
Director IV, Administrative Service

Conforme:

_____
Authorized Representative
Exakt IT Services Inc.
Date: _____November 8, 2024_____

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

PURCHASE ORDER NO. 2024-065

Supplier:	**EXAKT IT SERVICES INC.**	Date:
Address:	6/F Hallare Building No. 10 East Capitol Drive	**NOV 08 2024**
	Kapitolyo, Pasig City	Mode of Procurement: NP -Small Value Procurement
TIN:	220-435-970-000	

Gentlemen:

    Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Price Quotation, subject to the Terms and Conditions enumerated at the back hereof.

Place of Delivery:
DBM Central Office - General Solano Street, San Miguel, Manila

Delivery Term:
- The contractor shall provide the licenses and support for five (5) licenses of the latest version of the PowerBuilder Professional covering the period of November 09, 2024 to November 08, 2025
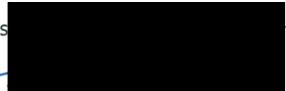
Payment Term: Payment shall be made through Landbank's LDDAP- ADA / Bank Transfer facility within Sixty (60) days after submission of Billing and User Inspection and Acceptance of the Product. Bank Transfer fee shall be charged against creditor's account.

Stock No.	Unit	Item and Description /Specification	Total Quantity	Unit Cost	Amount
	Lot	**Renewal of PowerBuilder Professional License Subscription** *(For the detailed technical specifications, please refer to the annex "C")* *nothing follows*	1	₱498,500.00	₱498,500.00

(Total Amount In Words)	
Four Hundred Ninety-Eight Thousand Five Hundred Pesos Only	**₱498,500.00**

"In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) **of the cost of the delayed goods** for every day of delay shall be imposed."

Conforme:

_____
Signature over Printed Name of Supplier
11-8-2024
Date

Very truly yours,

RAMON VICENTE B. ASUNCION
Assistant Secretary, Internal Management Group and
Concurrent Director IV, Administrative Service
Authorized Official

Funds Availability Certified by:	OS No :	02101 WI - 2024- 11 - 2704
	Amount :	₱ 498 500. 00
JEFFREY DM. GALARPE Chief Accountant - Finance Service	Date :	11- 0 7 - 24

Distribution of Copies:
/ / Original copy for the Supplier's Conforme
/ / Agency's Central Supply and Property Section/EUR for IAR and Payment Processing
/ / COA Auditor
/ / AS-PMD Copy for file

TERMS AND CONDITIONS
(PURCHASE ORDER)

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.

2. AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order (PO). Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the DBM Bids and Awards Committee and approved by the Secretary of Budget and Management or his duly authorized representative.

3. The Goods shall only be delivered by the Supplier at the Property Section, General Services Division of the Procuring entity's Administrative Service located at Ground Floor, DBM Bldg. III , Gen. Solano St., San Miguel, Manila , not later than 10:00 am up to 3:00 pm on the date of delivery as indicated in PO.

Moreover, the delivery schedule as indicated in the PO may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.

4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but failed to deliver the required product(s) within the time called for in the same order, he shall be extended a maximum period of fifteen (15) calendar days to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The DBM shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.

5. The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorize representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

6. Rejected deliveries shall be construed as non-delivery of product(s) /item(s) so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item 4 hereof.

7. Supplier shall guarantee the deliveries to be free from defects. Any defective item(s)/product(s) that may be discovered by the DBM within seven (7) working days after acceptance of the same shall be replaced by the supplier within seven (7) working days or until stocks are available upon receipt of a written notice. Beyond the said time frame, defective units will be picked up by the supplier for assessment.

8. A penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for everyday of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also rescind the contract and impose 10% of the amount of the contract as liquidated damages, upon non-performance by the Supplier of any of its obligations under the contract

The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.

9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.

10. The technical specifications, bid proposal and other documents required from the AWARDEE shall form part of this Purchase Order.

11. The Head of the Agency reserves the right to reject any and all Bids, declare a failure of bidding, or not award the contract as prescribed under Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003.

12. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.

13. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020, the DBM shall publish in its official website and social media platform the following post-award information:

    a.)   Project name;
    b.)   Approved budget for the contract;
    c.)   Contract period;
    d.)   Name of the winning bidder and its official business address;
    e.)   Amount of contract awarded;
    f.)   Date of award and acceptance; and
    g.)   Implementing office/unit/division/bureau of the concerned agency or instrumentality.

Accepted By:

_____
AWARDEE

REPUBLIC OF THE PHILIPPINES)
C I T Y O F M A N I L A) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this _____ day of _____, 2024, personally appeared _____ known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged to me that the same is his free and voluntary act and deed and of the entity that he represents.

This Instrument refers to a _____ consisting of _____ (____) pages including this page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this _____ day of _____, 2024.
Doc No _____;
Page No _____;
Book No _____;
Series of 2024.

DETAILED TECHNICAL SPECIFICATIONS

1.0 PROJECT TITLE

Renewal of PowerBuilder Professional License Subscription

2.0 OBJECTIVE

The project aims to respond to technology updates and ensure the continuity of operations of Department of Budget and Management (DBM) applications.

For this project, the subscription of the existing PowerBuilder Professional License will maintain the performance and functionality of and ensure its compatibility with, the existing fleet and equipment. Hence, reference to brand names is authorized under Section 18 of the 2016 Revised IRR of RA 9184 which provides that, "[r]eference to brand names shall not be allowed **except for items or parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment**". (emphasis supplied)

3.0 SUBSCRIPTION PERIOD

The PowerBuilder Professional License subscription shall cover the period of November 9, 2024, to November 8, 2025.

4.0 SPECIFICATIONS AND SCOPE OF WORK

4.1 The contractor shall provide subscription for five (5) licenses of the latest version of the PowerBuilder Professional, and the corresponding standard support, with the following features and functionalities:

4.1.1 Flexible UI rendering
4.1.1.1 Codeless UI Theme - allow developers to modernize the look and feel in a codeless fashion.
4.1.1.2 RibbonBar Control - enables to build navigation similar to those used in Microsoft Office and other popular software packages, which are familiar to most users and more productive.

4.1.2 Compile for multiple runtime versions (both minor and major) through the System Options. Enables to easily maintain multiple projects, easily roll back a runtime version, and get the latest IDE features without affecting runtime.
4.1.2.1 Compile for multiple minor & major runtime versions
4.1.2.2 Debug for multiple minor & major runtime versions
4.1.2.3 Compatible with ORCAScript and PB Compiler
4.1.2.4 Runtime version checking to prevent mismatch

4.1.3 Automate the installation and updates of any PowerBuilder client app from any Web server over HTTPS.
4.1.3.1 Seamless installation, even without admin rights
4.1.3.2 Self-updating with flexible update strategies
4.1.3.3 Encrypts, signs, and verifies the integrity of the app
4.1.3.4 Packages all necessary files (PBVM, OCXs, DLLs, etc.)
4.1.3.5 Works online or offline on Windows 10 devices

4.1.4 Visualize your data with new graph styles, such as gauges, heatmap, candlestick, scatter, and funnel.
4.1.4.1 Easy and little effort to implement
4.1.4.2 Generates charts from existing DataWindows
4.1.4.3 Works online or offline on Windows 10 devices
4.1.4.4 Free & open-source (Apache license)

4.1.5 Easily integrate JavaScript with PowerScript, enriching your app with new visual possibilities and JavaScript functionality.
    4.1.5.1   Call asynchronous JavaScript functions
    4.1.5.2   Call synchronous JavaScript functions
    4.1.5.3   Trigger PowerScript events in JavaScript
    4.1.5.4   Access local files and resources
    4.1.5.5   Supports basic & digest authentication

4.1.6 Configure the accessible properties to benefit from automation testing tools, RPA tools, and compliance with accessibility regulations.
    4.1.6.1   Requires no code changes to implement
    4.1.6.2   Automatically applies to existing accessibility properties
    4.1.6.3   Supports most visual objects, including DataWindows
    4.1.6.4   Compatible with assistive and automation tools

4.1.7 Perform complex Git operations from within the PowerBuilder IDE.
    4.1.7.1   Create & Switch Branches
    4.1.7.2   Merge branches and handle the conflicts
    4.1.7.3   Review detailed error logs
    4.1.7.4   Automatically refresh PBLs

4.1.8 Modify connection strings and update your runtime DLLs to eliminate the risks of relying on obsolete drivers and strengthen your security with TLS 1.2.
    4.1.8.1   Supports 32-bit & 64-bit MSOLEDBSQL drivers
    4.1.8.2   Supports TLS 1.2 encryption over TCP/IP
    4.1.8.3   Supports automatic deployment with PowerClient
    4.1.8.4   Integrated into the IDE's database painter

4.2 Support Services shall be in accordance with the principal's Standard Support Plan.

4.3 The contractor must have Certificates and/or Authorization to represent the Original Product Manufacturer (certificates will be required during the post-qualification).

5.0 SERVICE LEVEL AGREEMENT

The DBM shall maintain a Service Level Agreement with the contractor, with provisions for liquidated damages as indicated below for their non-compliance. Liquidated damages shall be charged against any money due or which may become due to the contractor, or collected from any securities or warranties posted by the contractor.

Component	Description	Liquidated Damages
Renewal of Licenses and Support	The contractor shall provide the licenses and support for (5) licenses of the latest version of the PowerBuilder Professional covering the period of November 9, 2024, to November 8, 2025.	1/10th of 1% of the total contract price shall be imposed per day of delay.

6.0 WARRANTIES OF THE CONTRACTOR

6.1 For the subscription of the licenses and support, the warranties shall include the following:

6.1.1 The contractor warrants that it shall strictly conform to the terms and conditions of this Detailed Technical Specifications.

6.1.2 The contractor warrants that the technical staff assigned are qualified to provide the deliverables required to the satisfaction of the DBM.

6.1.3 The contractor shall secure, maintain at its own expense all registration, licenses, or permits required by national or local laws and shall comply with the rules, regulations, and directives of regulatory authorities and Commissions.

6.1.4 The contractor's technical staff assigned to support DBM shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.

6.1.5 The contractor's technical staff assigned to support DBM shall coordinate with the Information and Communications Technology Systems Service (ICTSS) in the implementation of this project.

6.1.6 The contractor shall be liable for loss, damage, or injury caused directly or indirectly through the fault or negligence of its technical staff assigned. It shall assume full responsibility therefore and the DBM shall be fully released from any liability arising therefrom.

6.1.7 The contractor shall neither assign, transfer, pledge, nor subcontract any part of or interest on the contract being bidded out.

7.0 CONFIDENTIALITY OF DATA

7.1 All technical staff assigned by the contractor shall be required to sign a Non-Disclosure Agreement (NDA).

7.2 The DBM Enterprise Network System, its component, parts and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are strictly confidential.

7.3 The contractor agrees to hold all the foregoing information in strict confidence. The contractor further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the DBM.

8.0 TERMS OF PAYMENT

8.1 One-time payment shall be made subject to the submission of the following documentary requirements, and in accordance with budgeting, accounting, and auditing laws, rules, and regulations:

    8.1.1 Proof of Renewal of PowerBuilder Professional License Subscription
    8.1.2 Sales Invoice/Billing Statement
    8.1.3 Certificate of Acceptance issued by the ICTSS Director
    8.1.4 NDA
    8.1.5 Valid and Updated Tax Clearance

Ma. Lourdes D. Baguio