

**SHOPPING FOR GOODS
REQUEST FOR QUOTATION**

Project Title Strengthening PPP in the Philippines (45515-001)
Source of Funding 7796-PHI
Contract Ref: _____ Date of Issue of Request: April 5, 2016

To: [Name of Supplier]

Sir:

1. The **Public-Private Partnership Center** (Purchaser) hereby requests you to submit price quotation(s) for the supply of the following:

<ol style="list-style-type: none">1. Supply, Delivery, Installation and Commissioning of Fire Protection System for the Data Center

If you, however, have been associated with the firm/consultant that prepared the design and specifications of the contract subject of this procurement, you shall be disqualified.

To assist you in the preparation of quotation, we enclose the necessary technical specifications and required quantities.

2. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contracts will be awarded to the firm offering the lowest evaluated total cost of all the items.
3. You shall submit one original of the price quotation with the form of bid clearly marked "Original." In addition, you shall also submit one quotation marked as "COPY." Your quotation in the attached format should be signed, sealed in an envelope, and addressed and delivered to the following address:

Purchaser's Address	Special Bids and Awards Committee for the Acquisition of IT Hardware and Software under the ADB Capacity Development Technical Assistance (CDTA) <u>8F One Cyberpod Centris, EDSA corner Quezon Avenue</u> <u>Brgy. Piñahan , Quezon City</u>
Telephone:	<u>(632) 709.4146 local 8402 or 8404</u>
Fax:	<u>(632) 929.8593</u>

4. Your quotation in duplicate and written in **English** should be accompanied by adequate technical documentation and catalogue(s) and other printed material or

pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in the **Philippines**.

5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is: **April 19, 2016**.
6. You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature, your quotation will not be considered further.
7. Your quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
 - (i) **PRICES:** The prices should be quoted for the supply, delivery/installation and commissioning of Fire Protection System for the Data Center to **8th Floor, One Cyberpod Centris, EDSA corner Quezon Avenue, Brgy. Piñahan, EDSA, Quezon City, Philippines**. Prices shall be quoted in the currency of the Purchaser.
 - (ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparing their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (a) if there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) if there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
 - (c) if a Supplier refuses to accept the correction, the quotation will be rejected.

In addition to the quoted price, the evaluated price shall include value-added tax (VAT) or its equivalent in the **Philippines**.

- (iii) **AWARD OF PURCHASE ORDER.** The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities. The successful bidder will sign the Contract as per attached form of contract and terms and conditions of supply.
- (iv) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of thirty (30) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.
- (v) If you withdraw your quotation during the validity period and/or refuse to accept the award of contract when and if awarded, you will be excluded from the list of suppliers for the project for 2 years.

8. Further information can be obtained from:

**Special Bids and Awards Committee for the
Acquisition of IT Hardware and Software under
the ADB CDTA No. 7796**

Secretariat

PPP Center

Telephone: (632) 709.4146 local 8402 or 8404

Fax: (632) 929.8593

Email: kmportal@ppp.gov.ph

9. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within fifteen (15) days from the date of submission of quotation.
10. The Purchaser intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this Request for Quotation.
11. Under the ADB Anticorruption Policy, bidders shall observe the highest standard of ethics during the procurement and execution of contracts. ADB will reject a proposal for award and will impose sanctions on parties involved if it determines that the bidder recommended for award or any other party has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. At the time of submission of your quotation, you should not be on the ADB sanction list.
12. Please confirm by fax/email the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,



FEROISA FRANCISCA T. CONCORDIA

Chairperson

Special Bids and Awards Committee

Public-Private Partnership Center

(Purchaser)

FORM OF CONTRACT

THIS AGREEMENT number _____ made on _____, ____ 20__, between **Public-Private Partnership Center** (hereinafter the Purchaser) on the one part and _____ (hereinafter the Supplier) on the other part.

WHEREAS the Purchaser has requested a quotation for the **Supply, Delivery, Installation and Commissioning of Fire Protection System for the Data Center** to be supplied by the Supplier, viz. Contract _____, (hereinafter Contract) and has accepted the bid by the Supplier for the supply of goods under the Contract for the sum of _____ (hereinafter Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a) Request for Quotation; Terms and Conditions of Supply; Terms of Reference/Technical Specification; and
- b) Addendum (if applicable).

2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an agreement with the Purchaser to execute and complete the supply of goods under the Contract and to remedy any defects therein in conformity with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Contract Price, in consideration of the acceptance of Contract, for the supply and delivery of the goods and remediation of defects therein in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of the Philippines on the date indicated above.

Signature and seal of the Purchaser:
FOR AND BEHALF OF

Signature and seal of the Supplier:
FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

Project Name: **Strengthening PPP in the Philippines (45515-001)**
Purchaser: **Public-Partnership Center of the Philippines**

1. Schedules for Supply

Item No.	Quantity	Delivery Time
1	One (1) Lot - Fire Protection System including installation, commissioning, with 3-year warranty including onsite support, parts and labor	Within sixty (60) days after signing of Contract

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule.
4. Insurance: The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The insurance shall be in an amount equal to 110% of the above value of goods on an "all risks" basis.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the **Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004."**
7. Delivery and Documents: Upon delivery/shipment, the Supplier shall provide the following documents to the Purchaser:
 - (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (ii) Manufacturer's or supplier's warranty certificate; and
 - (iii) Certificate of origin.

If goods are coming by courier, the Supplier shall also provide prior to delivery copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least 1 week before the arrival of the goods and if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment: Full payment of the contract price shall be made upon issuance of **Certificate of Acceptance and Completion** of the delivered goods by the Purchaser on site in accordance with the contract, and upon submission by the Supplier of its request for payment (accompanied by invoice, etc.).
9. Warranty: Goods offered should be covered by the manufacturer's warranty valid for 3 years.
10. Defects. All defects will be corrected by the Supplier without any cost to the Purchaser within **15** days from the date of notice by Purchaser. The name and address of the service facility where the defects are to be corrected by the Supplier within the warranty period are:

Address: _____

11. Force Majeure: The Supplier shall not be liable for penalties or termination for default if and to the extent that any delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.

For purposes of this clause, force majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and that was not foreseeable. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If force majeure arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract to the extent they are reasonably practical and shall seek all reasonable alternative means for performance not prevented by force majeure.

12. Required Technical Specifications:
 - (i) General description
 - ♦ Fire Suppression Agent that is clean, colorless and environmentally friendly, electrically non-conductive and non-corrosive and safe for humans;
 - ♦ Includes all other consumables, wiring, electrical materials and installation cost.
 - ♦ A detection system that detects actual fire;
 - ♦ An alarm that includes both a loud noise and flashing strobe lights;
 - ♦ Emergency power-off switch;
 - ♦ Emergency suppression system delay and cancel; and
 - ♦ A suppression agent that doesn't destroy equipment and minimal cleaning time.

(ii) Specific details and technical standards

The minimum and/or equivalent functional requirements, technical specifications, features / characteristics are as follows:

1. Fire Suppression Agent that is clean, colorless and environmentally friendly; electrically non-conductive and non-corrosive and safe for humans.
2. One (1) storage component which contains the fire suppression agent;
3. One (1) conventional control panel with its associated components;
4. At least four (4) distribution component such as the discharge nozzle along with its associated piping system, fittings and switch;
5. At least four (4) smoke detector;
6. One (1) agent manual release station;
7. One (1) agent abort station;
8. One (1) alarm strobe and horn;
9. One (1) 6" alarm bell;
10. One (1) set required warning signs;
11. Shall include all other consumables, wiring, electrical materials and installation cost;
12. Warranty: Three (3) years Parts, Service and Onsite.

The Supplier confirms compliance with above specifications [Note: In case of deviations, the Supplier should list all of them.]

13. Failure to Perform: The Purchaser may cancel the agreement if the Supplier fails to deliver the goods in accordance with the above terms and conditions in spite of a 14-day notice given by the Purchaser without incurring any liability to the Supplier.

NAME OF SUPPLIER: _____

Authorized Signature : _____

Place: _____

Date : _____

TERMS OF REFERENCE

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF FIRE PROTECTION SYSTEM FOR THE PPP CENTER DATA CENTER

I. BACKGROUND

Fire protection is complex and organizations spend a lot of resources protecting data centers from risk of downtimes. The overall protection program needs to be based on the level of acceptable risk for data center and meet the rigors of reliability and business continuity goals.

Should a fire occur, it is most important, after securing the safety of personnel, to ensure that equipment suffers minimum damage and business continuity takes little time as possible.

II. TECHNICAL SPECIFICATIONS

The minimum and/or equivalent functional requirements, technical specifications, and features are as follows:

- a. Fire Suppression Agent that is clean, colorless and environmentally friendly, electrically non-conductive and non-corrosive and safe for humans;
- b. One (1) storage component which contains the fire suppression agent;
- c. One (1) conventional control panel with its associated components;
- d. At least four (4) distribution component such as the discharge nozzle along with its associated piping system, fittings and switch;
- e. At least four (4) smoke detector;
- f. One (1) agent manual release station;
- g. One (1) agent abort station;
- h. One (1) alarm strobe and horn;
- i. One (1) 6" alarm bell;
- j. One (1) set required warning signs;
- k. Shall include all other consumables, wiring, electrical materials and installation cost;
- l. Warranty: Three (3) years Parts, Service and Onsite.

III. QUALIFICATION OF THE BIDDERS

Evaluation Criteria	Minimum
<p>1. Organization</p> <p>Bidder should be an established Fire Protection equipment supplier and</p>	<ul style="list-style-type: none">▪ At least 3 years-experience in fire protection installation and commissioning <p>The bidder must submit photocopy of SEC Certificate of Registration or DTI</p>

<p>experience in Fire Protection equipment installation and commissioning</p>	<p>Business Name Registration</p> <ul style="list-style-type: none"> ▪ Must submit certification of Authorized Distributorship/Dealership/Resellership from the distributor/ manufacturer. <p><i>(The certification must be written on the letterhead of the company and signed by its duly authorized representative. In the case of a reseller, partner or dealer, the certification must be written on the letterhead bearing the name of the local distributor and signed by its duly authorized representative.)</i></p>
<p>2. Key Technical Personnel</p> <p>Bidders must have the capacity and ability to install, commission and maintain fire protection equipment.</p>	<ul style="list-style-type: none"> ▪ Must have certified Engineers and/or Technicians that will provide installation, commissioning and maintenance and technical support ▪ Must at least have one (1) Electrical / Mechanical Engineer or equivalent that will serve as project manager. <p><i>(Submit name of personnel directly involved in the project)</i></p>
<p>3. Number of Satisfied Clients with similar project</p> <p>Similar project shall refer to supply, delivery, installation and commissioning of precision air conditioning unit</p>	<p>The bidder must attach photocopy of required Certificate of Satisfaction or equivalent from at least two (2) clients within the past three (3) years.</p> <p><i>(The certificates are for <u>completed</u> projects within the last 3 years)</i></p>

IV. CODE AND STANDARDS

Whenever applicable, the latest edition of the following Codes and Standards shall be followed:

- Fire Code of the Philippines
- National Building Code of the Philippines
- Mechanical Engineering Code of the Philippines
- Philippine Electrical Code

- Clean Agent Extinguishing System
- Any other related laws applicable in the installation and commissioning of the fire protection equipment.

V. RESPONSIBILITY OF THE SUPPLIER

1. Must conduct site inspection;
2. Deliver and install all components and peripherals within 60 days after signing of contract;
3. Scope of Work
 - a. Works includes providing new fire protection system and the required fire suppression control releasing and alarm panel for the purpose of protecting the server room with 8.5m X 3m X 3.42m dimension. The Server Room is open ceiling;
 - b. The system shall include all associated equipment and accessories;
 - c. Equipment materials, installation, workmanship, inspection and testing shall be in accordance with applicable laws and standards;
 - d. Documents and Drawings:
 - i. Submit design, drawings and descriptive data of the system and indicates the function of the control panel and devices. Indicate termination and interconnection points of the nodes for proper operation of the system. Must be 20X30 inches.
 - ii. Submit manufacturer's catalog and product data.
 - iii. Provide Operation and Maintenance Manual that includes instruction for operating and maintaining system components, parts and accessories, control panel, gas tank under routine and emergency conditions.
 - e. The supplier shall be held responsible for the work of any manufacturer or subcontractor supplying the materials or performing works for; as it is intended that Fire Protection System shall be ready and efficiently operating.

4. System Design and Operation

Design:

- a. Alarm System – provide complete electrical supervised, combine and automatic annunciated fire suppression alarm;
- b. Control panel to activate and send alarm signal to building occupants;
- c. Appropriate sound and light devices;
- d. Operation of alarm bell and flashing lights upon actuation of zone detector;
- e. Upon actuation of the sound, the alarm horn and strobe lights shall operate, and at this point, a 30 seconds time delay shall start, if the abort switch is not push within the time delay, the gas shall automatically disperse into the protected area by the actuation of the cylinder control heads. The area shall be flooded with the agent within 10 seconds.

- f. In the event that electrical operation of the tank control heads fails to operate, there must be a manual release levers that can be operated to release the gas manually;
- g. Provide an Automatic Transfer Switch (ATS) that will automatically shut-off air-conditioning units and vents.

Operation:

- a. A ground fault condition which prevents system operation or single break or open condition in any circuit shall result in the activation of the system audible trouble fault signals but will not result in the release of the agent;
- b. Loss of AC supply shall also continuously activate system audible trouble fault signals until system has been restored to normal at the control panel;
- c. Upon correction, trouble signals shall operate until control panel is restored to the normal operation;
- d. System shall be electrically supervised for signaling circuits, alarm signal notifications, battery supplies circuits and loss of AC power.

5. Wirings

- a. Conductor shall be copper for 240V circuits and color coded. Provide wiring in rigid steel conduits or intermediate metal conduits;
 - b. Provide supply from the electrical room to data center with all the necessary accessories.
 - c. Electric conduits shall be UL listed;
 - d. Identify each conductor with printed markers;
 - e. Pigtail or T tap connections to devices and accessories are not acceptable;
 - f. Each color coded wire shall remain uniform throughout the circuits. Splicing of conductors within the control panel will not be permitted;
- 6. Replace defective units in full within 30 days from the date of delivery, if found defective during installation without additional cost to PPP Center;
 - 7. Replace with a similar unit, and any equipment under the warranty contract found to be defective within the 15 days, without additional cost to the PPP Center;
 - 8. Provide a single point of contact for technical and customer support, either phone or electronic mail;
 - 9. Supplier shall provide orientation training/technology transfer to the PPP Center;
 - 10. Provide 8X5 call and onsite technical support with two (2) hours response time for technical problem that requires on-site services, including weekend and holidays. For problem reported after 4:00 PM, services shall be rendered in the morning of the following business day;

11. Documentations:

The following must be submitted after award of contract:

- a. Certificate of warranty for all equipment
- b. Certificate of after sales support
- c. Certificate of replacement for defective items
- d. List of service centers
- e. Certificate of Product Origin (ADB-member country)

The following must be submitted after installation and testing of the equipment:

- a. Inventory of all equipment such as serial numbers, accessories, and software installed.
- b. Provide escalation procedure (e.g name and contact person for technical support)
- c. Provide the PPP Center necessary report on the completion of the installation and testing as one basis of issuing certificate of acceptance and completion and payment

VI. RESPONSIBILITY OF PPPC

1. Supervise the delivery, installation and configuration all components and peripherals;
2. Provide necessary electrical, mechanical plans for reference of the supplier;
3. Coordinate with ETON Building Management on permits and other building requirements;
4. Provide the supplier the necessary access to electrical / mechanical room of the building/center.
5. Issue Certificate of Acceptance and Completion to the supplier as basis of acceptable work completion.

VII. PAYMENT SCHEME

Full payment of the contract price shall be made upon issuance of **Certificate of Acceptance and Completion** of the delivered goods by the Purchaser on site in accordance with the contract, and upon submission by the Supplier of its request for payment (accompanied by invoice, etc.).

FORM OF QUOTATION

To: **Special Bids and Awards Committee for the Acquisition of IT Hardware and Software under the ADB Capacity Development Technical Assistance (CDTA)**
Public-Private Partnership Center of the Philippines
8F One Cyberpod Centris, EDSA corner Quezon Avenue
Brgy. Piñahan, Quezon City

We offer to execute the _____ (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____. We propose to complete the delivery of goods described in the Contract within the following delivery time from the date of signing the Contract.

Prices and Schedules for Supply

Item No.	Quantity	Unit Price	Total Price	Delivery Time
1				

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the validity of the Quotation and warranty conditions required in the Request for Quotation.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____

Fax number, if any _____