

SHOPPING FOR GOODS
REQUEST FOR QUOTATION

Project Title	Strengthening Public Private Partnerships in the Philippines (45515-001)
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Source of Funding **ADB TA 7796-PHI**

Contract Ref: _____ Date of Issue of Request: November 26, 2020

To: _____

Sir/Madam:

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

Supply, Delivery and Installation, Configuration, Commissioning and Implementation of Data Security System

1. Delivery, Installation, Configuration, Commissioning of Data Security System Software and Hyper-converge Virtualization Backup System with Subscription
2. Supply, Delivery, Installation, Configuration, Commissioning and Implementation of Server (Back-up Hardware)

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 may quote for any or all of the items under this request. Each item shall be evaluated and contracts will be awarded separately to the firm(s) offering the lowest evaluated price for each item.
3. Your price quotation on the form attached may be submitted by facsimile or electronically to the email address:

Email Address **ADB.Procurement@ppp.gov.ph**

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: **December 9, 2020 at 8:00 P.M.**

6. You shall submit only one set of quotations for the above item. 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 supply and delivery to **8th Floor, PPP Center, Cyberpod One, Eton Centris, Brgy. Pinyahan, 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 Secretariat
Public-Private Partnership Center

Telephone: (632) 8709.4146 local 8402

Fax: (632) 8929.3971

Email: **ADB.Procurement@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 of the Philippines** (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 and Installation, Configuration, Commissioning and Implementation of Data Security System** 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 ON BEHALF OF

Signature and seal of the Supplier:
FOR AND ON BEHALF OF

**PUBLIC-PRIVATE PARTNERSHIP CENTER
OF THE PHILIPPINES**

Name of Authorized Representative

Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

SUPPLY, DELIVERY AND INSTALLATION, CONFIGURATION, COMMISSIONING AND IMPLEMENTATION OF DATA SECURITY SYSTEM

Project Name: **Strengthening PPP in the Philippines (45515-001)**

Purchaser: **Public-Private Partnership Center of the Philippines**

1. Schedules for Supply

Item No.	Description/Quantity	Delivery Time
1	Delivery, installation, configuration, testing, commissioning and support of data security system software and Hyper-converge virtualization backup system with four (4) software licenses including 3-year subscription – One (1) Lot	Within forty-five (45) calendar days after signing of the contract
2	Supply, Delivery, Installation, Configuration, Commissioning and Implementation of One (1) Server (Back-up Hardware) – One (1) Lot	Within forty-five (45) calendar days after signing of the 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 **R.A. 876, otherwise known as the “Arbitration Law” and R.A. 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:**

- 12.1 **General description**

- 12.1.1 Lot 1 - Delivery, installation, configuration, testing, commissioning and support of data security system software and Hyper-converge virtualization backup system including four (4) software licenses with three (3)-year subscription. Please refer to the attached Terms of Reference for the complete details (Scope of Work, Responsibilities, Documentation, etc.)

12.1.2 Lot 2 - Supply, delivery, installation, configuration, commissioning and implementation of one (1) server (Backup Hardware) with 3-years warranty and support. Please refer to the attached Terms of Reference for the complete details (Scope of Work, Responsibilities, Documentation, etc.)

12.2 Specific details and technical standards

Item No.	Quantity	Specifications
1	Four (4) Software Licenses with 3 years subscription	<p>Delivery, installation, configuration, testing commissioning and support of data security system software and Hyper-converge virtualization backup system requirements as follows:</p> <p>1. GENERAL REQUIREMENTS</p> <p>1.1. The proposed software should be capable to integrate with the PPP Center's existing back up system (Veeam) and replication community edition (Windows, Linux).</p> <p>1.2. The proposed software should be compatible to PPP Center's existing VMware ESXI 6.5 hypervisor.</p> <p>1.3. The proposed software must have a centralized management and monitoring user interface.</p> <p>1.4. The proposed software should support backup and replication features on a Hyper-Converged Infrastructure (HCI) and virtualization</p> <p>2. FEATURE REQUIREMENTS</p> <p>2.1. Data deduplication, encryption, compression and replication</p> <p>2.2. Agent or agentless backup</p> <p>2.3. Scheduled backup</p> <p>2.4. Hypervisor backup</p> <p>2.5. Network Attached Storage (NAS) Backup</p> <p>2.6. Incremental and differential backup</p> <p>2.7. Physical and virtual machine backup</p> <p>2.8. Online file system backup</p> <p>2.9. Online application backup</p> <p>2.10. Point in time recovery</p> <p>2.11. Recovery in the following situation:</p> <p>2.11.1. Virtual machine to virtual machine</p> <p>2.11.2. Physical machine to physical machine</p> <p>2.11.3. Physical machine to virtual machine</p> <p>2.11.4. Virtual machine to physical machine</p>

		<p>2.12. Granular file backup and recovery</p> <p>2.13. Full Backup</p> <p>2.14. The proposed software should be able to back up the following Operating System such as but not limited:</p> <p>2.14.1. Windows Server 2012 Datacenter</p> <p>2.14.2. Server 2012 Standard and Standard R2</p> <p>2.14.3. Server 2016 Datacenter and Standard</p> <p>2.14.4. Server 2016 Standard Desktop Experience</p> <p>2.14.5. Server 2019 Standard</p> <p>2.14.6. Ubuntu 14.04 to latest version</p> <p>2.14.7. CentOS 5.11 to latest version</p> <p>2.14.8. openSUSE Enterprise 11 to latest version</p> <p>2.15. The proposed software should be able to back up, browse and granular recover the following application such as but not limited:</p> <p>2.15.1. Microsoft Active Directory</p> <p>2.15.2. Microsoft Exchange</p> <p>2.15.3. Microsoft SQL Server</p> <p>2.15.4. Microsoft SharePoint</p> <p>2.15.5. Microsoft (Office) 365 for not less than 190 users</p> <p>2.15.6. File System (Windows, Linux)</p>
		<p>3. LICENSING REQUIREMENTS</p> <p>3.1. No license or appliance lock-in</p> <p>3.2. License should be measured per workload</p> <p>3.3. Provide licenses that can carry a minimum of Forty (40) workloads and 190 users Microsoft (Office) 365 backup and recovery loads</p>
		<p>4. WARRANTY AND SUPPORT REQUIREMENTS</p> <p>4.1. One-time set-up/installation and configuration, commissioning and testing</p> <p>4.2. Minimum of three (3) years, 24x7 software support entitled to major upgrade and bug fixes</p> <p>4.3. Provide a single point of contact for customer support</p>
2	One (1) Server	Supply, Delivery, Installation, Configuration, Commissioning and Implementation of Server (Backup Hardware)
		1. MINIMUM REQUIREMENTS

		<p>The proposed hardware storage must have the following capabilities:</p> <ol style="list-style-type: none"> 1.1. Compatible to Recovery Manager Central (RMC) Hyperconverge Backup Software 1.2. Compatible to the existing PPPC Backup and Replication Software (Veeam) 1.3. Compatible to the PPPC Existing Hyperconverge production virtual infrastructure (HPE Simplivity) 1.4. Minimum of 36TB usable storage 1.5. Supports connectivity on 10GB SFP+ iSCSI or Fiber Channel (FC) 1.6. Should support a catalyst system that can protect data from Ransomware attacks 1.7. Should support the creation of Virtual Tape Library (VTL) for additional data protection
		<p>2. HARDWARE FEATURE REQUIREMENTS The proposed hardware storage must include the following:</p> <ol style="list-style-type: none"> 2.1. Supports deduplication and replication 2.2. Supports Cloud Bank Storage using RMC of the PPPC existing Hyper converge production virtual infrastructure (HPE SimpliVity)
		<p>3. HARDWARE PHYSICAL REQUIREMENTS The proposed hardware storage must have a minimum of the following:</p> <ol style="list-style-type: none"> 3.1. Form Factor: 2U 3.2. Host Interface: 1 Gb Ethernet 2 ports standard, 10GbE SFP, 10GbE-T 3.3. Hardware RAID 6
		<p>4. WARRANTY AND SUPPORT REQUIREMENTS The proposed hardware must have a minimum of three (3) years warranty that includes the following:</p> <ol style="list-style-type: none"> 4.1. Replacement of parts either primary or functionality components and materials as necessary 4.2. Access and support assistance to either firmware or software updates 4.3. 24x7 Hardware and Software Incident Support with 6 hours of resolution time

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	:	_____

FORM OF QUOTATION

To: **Special Bids and Awards Committee**
Public-Private Partnership Center of the Philippines
8th Floor Cyberpod Centris One, Eton Centris
Brgy. Piñahan, Quezon City

We offer to execute the **Supply, Delivery and Installation, Configuration, Commissioning and Implementation of Data Security System** (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/Description	Unit Price	Total Price	Delivery Time
1	One (1) Lot comprising of: a. Delivery, installation, configuration, testing commissioning of data security system software and Hyper converge virtualization backup system b. Four (4) software licenses with three (3)-year subscription including Warranty and Support			
2	One (1) Lot comprising of: a. One (1) Rack Server b. Installation, Configuration, Commissioning and Implementation of Backup Hardware (Server) c. Warranty and Support (3-years)			

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 : _____

**TERMS OF REFERENCE
FOR THE
SUPPLY, DELIVERY AND INSTALLATION, CONFIGURATION, COMMISSIONING AND
IMPLEMENTATION OF DATA SECURITY SYSTEM**

I. RATIONALE

The PPP Center (PPPC) adopted the server virtualization technology in 2014 and as important components of its daily operation, likewise, implements the freeware backup program of Veeam to backup and restore its systems and applications for both bare metal and virtual machines.

The existing freeware Veeam Backup and Replication software needs to increase its backup features to an enterprise solution. With fast growing volume of data to be protected nowadays, virtualization technology upgrade, cloud-based email system, and to take the full advantage of Veeam's innovation to ensure that PPPC's virtual, bare metal infrastructure and cloud data are securely protected, upgrading the free software into enterprise solution is necessary.

II. OBJECTIVE

The project aims to subscribe to an upgrade enterprise solution of the existing Backup and Replication for three (3) years.

Provide flexible and reliable backup and recovery of virtualized applications and data for VMware and Microsoft Hyper-V. The engagement shall include the supply, delivery, installation, configuration, testing, commissioning, and support subscription of four (4) software licenses of Veeam Enterprise Suite and Veeam Backup for Microsoft 365 within 45 calendar days from the signing of contract by both parties. These software licenses can carry forty (40) workloads. In case of available major upgrade/release, engagement also includes supply, installation, a configuration of the updated software, and conduct of the required training on operation if warranted. Furthermore, this also includes supply, delivery, installation, commissioning, and implementation of backup hardware wherein the above backup system software will be installed.

III. TECHNICAL SPECIFICATIONS

Lot No.	Quantity	Specifications	Compliance
1	Four (4) Software Licenses	Three (3) years of subscription with delivery, installation, configuration, testing commissioning and support of data security system software and Hyper converge virtualization backup system requirements as follows: 1. GENERAL REQUIREMENTS	

		<ol style="list-style-type: none"> 1.1. The proposed software should be capable to integrate with the PPPC's existing back up system (Veeam) and replication community edition (Windows, Linux). 1.2. The proposed software should be compatible to PPPC's existing VMware ESXI 6.5 hypervisor. 1.3. The proposed software must have a centralized management and monitoring user interface. 1.4. The proposed software should support backup and replication features on a Hyperconverged Infrastructure (HCI) and virtualization <p>2. FEATURE REQUIREMENTS</p> <ol style="list-style-type: none"> 2.1. Data deduplication, encryption, compression and replication 2.2. Agent or agentless backup 2.3. Scheduled backup 2.4. Hypervisor backup 2.5. Network Attached Storage (NAS) Backup 2.6. Incremental and differential backup 2.7. Physical and virtual machine backup 2.8. Online file system backup 2.9. Online application backup 2.10. Point in time recovery 2.11. Recovery in the following situation: <ol style="list-style-type: none"> 2.11.1. Virtual machine to virtual machine 2.11.2. Physical machine to physical machine 2.11.3. Physical machine to virtual machine 2.11.4. Virtual machine to physical machine 2.12. Granular file backup and recovery 2.13. Full Backup 2.14. The proposed software should be able to back up the following Operating System such as but not limited: <ol style="list-style-type: none"> 2.14.1. Windows Server 2012 Datacenter 2.14.2. Server 2012 Standard and Standard R2 2.14.3. Server 2016 Datacenter and Standard 2.14.4. Server 2016 Standard Desktop Experience 2.14.5. Server 2019 Standard 2.14.6. Ubuntu 14.04 to latest version 2.14.7. CentOS 5.11 to latest version 2.14.8. openSUSE Enterprise 11 to latest version 	
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		<p>2.15. The proposed software should be able to back up, browse and granular recover the following application such as but not limited:</p> <p>2.15.1. Microsoft Active Directory</p> <p>2.15.2. Microsoft Exchange</p> <p>2.15.3. Microsoft SQL Server</p> <p>2.15.4. Microsoft SharePoint</p> <p>2.15.5. Microsoft (Office) 365 for not less than 190 users</p> <p>2.15.6. File System (Windows, Linux)</p>	
		<p>3. LICENSING REQUIREMENTS</p> <p>3.1. No license or appliance lock-in</p> <p>3.2. License should be measured per workload</p> <p>3.3. Provide licenses that can carry a minimum of Forty (40) workloads and 190 Office 365 backup and recovery loads</p>	
		<p>4. WARRANTY AND SUPPORT REQUIREMENTS</p> <p>4.1. One-time set-up/installation and configuration, commissioning and testing.</p> <p>4.2. Minimum of three (3) years, 24x7 software support entitled to major upgrade and bugfixes.</p> <p>4.3. Provide a single point of contact for customer support.</p>	
2	One (1) Server	Supply, Delivery, Installation, Configuration, Commissioning and Implementation of Backup Hardware (Server)	
		<p>1. MINIMUM REQUIREMENTS</p> <p>The proposed hardware storage must have the following capabilities:</p> <p>1.1. Compatible to Recovery Manager Central (RMC) Hyperconverge Backup Software</p> <p>1.2. Compatible to the existing PPP Center (PPPC) Veeam Backup and Replication Software</p> <p>1.3. Compatible to the PPPC Existing Hyperconverge production virtual infrastructure (HPE Simplivity)</p>	

		1.4. Minimum of 36TB usable storage 1.5. Supports connectivity on 10GB SFP+ iSCSI or Fiber Channel (FC) 1.6. Should support a catalyst system that can protect data from Ransomware attacks 1.7. Should support the creation of Virtual Tape Library (VTL) for additional data protection	
		2. HARDWARE FEATURE REQUIREMENTS The proposed hardware storage must include the following: 2.1. Supports deduplication and replication 2.2. Supports Cloud Bank Storage using RMC of the PPC existing Hyper converge production virtual infrastructure (HPE SimpliVity)	
		3. HARDWARE PHYSICAL REQUIREMENTS The proposed hardware storage must have a minimum of the following: 3.1. Form Factor: 2U 3.2. Host Interface: 1 Gb Ethernet 2 ports standard, 10GbE SFP, 10GbE-T 3.3. Hardware RAID 6	
		4. WARRANTY AND SUPPORT REQUIREMENTS The proposed hardware must have a minimum of three (3) years warranty that includes the following: 4.1. Replacement of parts either primary or functionality components and materials as necessary 4.2. Access and support assistance to either firmware or software updates 4.3. 24x7 Hardware and Software Incident Support with 6 hours of resolution time	

IV. SCOPE OF WORK

The project involves the procurement of the following items: a) three (3) years of subscription for four (4) Software Licenses and b) one (1) unit Rack Server with three (3) years warranty, including the cables, fiber optics, and other peripherals for functionality and integration to the PPC Data Center.

The procurement shall include the supply, installation, configuration, testing, maintenance, warranty, and support of the items stated in Section III - Technical Specifications. These also include technical training for the selected MIS personnel within 45 calendar days from the signing of the contract of both parties.

V. RESPONSIBILITY OF THE SUPPLIER

1. For Item/Lot 1 stated in Section III – Technical Specifications

- 1.1. Conduct initial meeting and assessment of the PPPC setup.
- 1.2. Provide/submit work plan or checklist of activities within the contract period.
- 1.3. Assist MISD personnel in setting-up a backup storage and hardware.
- 1.4. Install, setup and configure the backup software.
- 1.5. Conduct knowledge transfer / technical training of the product being offered for three (3) MISD personnel on the operation and basic maintenance of the software.
- 1.6. Render support services to PPPC as follows:
 - 1.6.1. For onsite repair the response time should be within 24 hours or the next business day after the problem has been reported;
 - 1.6.2. Render technical support through phone calls or email within regular working hours from Monday to Friday, 8:00 A.M. to 5:00 P.M;
- 1.7. Provide report and recommendation in every service conducted.
- 1.8. Respond to request for maintenance at no cost to PPPC.
- 1.9. Follow any procedures, internal policies, instructions and guidelines by the PPP Center.
- 1.10. All Supplier personnel involve in this Project shall sign a Non-Disclosure Agreement (NDA).
- 1.11. Provide the PPPC with the User Acceptance Testing (UAT) Checklist before the conduct of the UAT as approved by the PPPC as evidenced by a Certificate of Acceptance.
- 1.12. Provide the complete documentation as stated in Section VII – Complete Documentation of this Terms of Reference.
- 1.13. Complete the Supply and Delivery within 45 calendar days upon signing of contract by both parties.

2. For Item/Lot 2 stated in Section III – Technical Specifications

- 2.1. Supply, delivery, installation, configuration, integration, and testing of the item stated in Item 2 of Section III - Technical specifications.
- 2.2. Install the equipment to the PPPC Data Center's existing server cabinet, which may include either relocation or adjusting of existing servers within the said cabinet to fit the new equipment.
- 2.3. Delivery of the units already preconfigured (with installed either Operating System or Firmware, required software, and drivers, etc.). MISD shall inform the supplier of any customized configuration needed (e.g., partitioning of hard disk before delivery of units), other configuration activities shall perform after the delivery.
- 2.4. Provide all ethernet and fiber optic cables, power cords, and cabling materials within the server cabinet for the whole server system to be operational
- 2.5. Conduct free training for at least (3) MISD personnel on the operation and fundamental maintenance of the equipment
- 2.6. Provide at least one (1) copy of the technical manual/documentation in printed (hard copy) and electronic (soft copy) formats for the server

- 2.7. Provide a brochure or technical documents with complete specifications of the proposed equipment
- 2.8. The supplier either rectify or replace any rejected unit or part thereof or make adjustments necessary to meet the specifications and shall repeat either or both test and inspection.
- 2.9. Submit the product warranty and after-sales support for three (3) years on the server.
- 2.10. The supplier shall render support services to MISD as follows:
 - 2.10.1. Replacement of any newly delivered unit found defective, and those with failures noted or occurring on the server that may be traceable to poor craftsmanship, use of unsuitable materials, and non-compliance with the specifications;
 - 2.10.2. Repair should be done onsite within four (4) working hours after the report of the problem. For the problem reported after 4:00 PM, services shall render in the morning of the following working day;
 - 2.10.3. If the equipment is irreparable onsite, the supplier shall provide a service unit to PPPC with the same or higher specification on the next working day;
 - 2.10.4. Render technical support through phone calls or email within regular working hours from Monday to Friday, 8:00 AM to 5:00 PM; and
 - 2.10.5. Repair, conduct maintenance, or replace either or both defective units or parts as covered by the warranty period, with which related costs shall be shoulder by the supplier.
- 2.11. Deliver, install, configure and provide training within forty-five (45) calendar days upon signing of contract by both parties.

VI. RESPONSIBILITY OF THE PPP CENTER

1. PPPC-MISD shall grant access to any authorized representatives of the supplier to PPPC premises to perform its obligations as accompanied by MISD personnel.
2. PPPC may reject any unit or any part thereof that fails to pass any test or inspection or does not conform to the specifications
3. If the equipment malfunctions, PPPC shall report the problem to the supplier for appropriate action or repair.
4. Issue **Certificate of Acceptance and Completion** as a basis of payment
5. Prepare payment documents for submission to the funding source (ADB) under Section X of this TOR.

VII. COMPLETE DOCUMENTATION

1. For Item/Lot 1 of Section III – Technical Specifications

- 1.1. Subscription Certificate (3 years)
- 1.2. Certificate of Local After-Sales Support
- 1.3. Test Plan (Backup and restoration scenario documentation)
- 1.4. User Acceptance Test (UAT) Checklist
- 1.5. One (1) printed copy and electronic copy of Installation Manuals of the software installers.

2. For Item/Lot 2 of Section III – Technical Specifications

- 2.1. Certificate of Warranty (3 years)
- 2.2. Certificate of Local After-Sales Support (3 years)
- 2.3. One (1) copy of the technical manual/documentation in printed (hard copy) and electronic (soft copy) formats for the server
- 2.4. User Acceptance Test Checklist/Technical Document(UAT)

VIII. QUALIFICATION REQUIREMENTS

The bidder must submit a documentary proof the Certification from either distributor or manufacturer of the offered brand that the Supplier is an authorized reseller or professional partner of the former.

(Attached the Certificate of Resellership/Distributorship/Professional Partner in the Technical Documents.)

IX. CONFIDENTIALITY OF DATA

1. All personnel who will enter the PPP Center premises will be required to sign a Non-Disclosure Agreement (NDA).
2. All servers, disks, databases, applications, technical specifications, technical and non-technical materials, server inventories, network diagrams, addresses, codes, programs, configurations, setup, licenses, work plans, letters and all other papers and records (in whatever form stored or recorded) pertaining to the services provided to the PPP Center shall be the property of the PPP Center.

X. 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 in accordance with the contract, and upon submission by the Supplier of its request for payment (accompanied by invoice, etc.). ADB as the funding source will directly pay the Supplier.