

SHOPPING FOR GOODS
REQUEST FOR QUOTATION

Project Title **Strengthening Public Private Partnerships in the Philippines
(45515-001)**

Source of Funding **ADB TA 7796-PHI**

Contract Ref: _____ Date of Issue of Request: January 22, 2021

To: _____

Sir/Madam:

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

**Supply and Delivery of Server Software Licenses and User Client Access
Licenses (CALs)**

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. 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: **February 1, 2021 at 6:00 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 and Delivery of Server Software Licenses and User Client Access Licenses (CALs)** 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 AND DELIVERY OF SERVER SOFTWARE LICENSES AND USER CLIENT ACCESS LICENSES (CALs)

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

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

1. Schedules for Supply

Item No.	Quantity/Description	Delivery Time
1	Refer to the (12.1) General Description and (12.2) Specific Details and Technical Standards below	Within thirty (30) calendar days after signing of the contract
2	Refer to the (12.1) General Description and (12.2) Specific Details and Technical Standards below	
3	Refer to the (12.1) General Description and (12.2) Specific Details and Technical Standards below	
4	Refer to the (12.1) General Description and (12.2) Specific Details and Technical Standards below	

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 license registration 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 12 months. *(Not Applicable)*
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 Item 1 – Supply and delivery of server and user licenses to upgrade the existing collaboration system currently being used (*i.e. SharePoint 2016 Enterprise Edition*) by the PPP Center that include the software assurance for a minimum of two (2) years in which the version will be updated without additional cost to the PPP Center;

12.1.2 Item 2 – Supply and delivery of a server license to upgrade the existing database system currently being used (i.e. *MS SQL Server 2016 Standard Edition*) by the PPP Center that include the software assurance for a minimum of two (2) years in which the version will be updated without additional cost to the PPP Center;

12.1.3 Item 3 – Supply and delivery of server and user licenses to upgrade the existing server operating system licenses currently being used (i.e. Windows Server Standard 2016) by the PPP Center

12.1.4 Item 4 – Supply and delivery of licenses for flowcharting and diagram application software;

12.2 Specific details and technical standards

Item No.	Quantity	Specifications
<i>All software must be compatible with the software currently being used by the PPP Center as indicated in the general description above for easy migration of the current systems. All licenses are perpetual under the name of the Purchaser.</i>		
1	1 Server License	Enterprise Collaboration System license , Open License No Level Government latest stable version with Software Assurance (SA) ;
	100 User Licenses	Standard Client Access Licenses with SA for the users of the Collaboration System; Open License No Level Government; with SA
	100 User Licenses	Enterprise Client Access Licenses with SA ; Open License No Level Government for the users of the Collaboration System; with SA
2	4 Server Licenses	Database System Server Core 2 Standard Edition , Open License No Level Government, latest stable version with SA;
3	2 Server Licenses	Windows Server OS Core 16 Standard Edition, Open License No Level Government, latest stable version with SA
	200 User Licenses	Client Access Licenses for the Users; with SA
4	7 Licenses	Flowchart and diagramming software (Standard version)

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 AND DELIVERY OF SERVER SOFTWARE LICENSES AND USER CLIENT ACCESS LICENSES (CALs)** (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				Within thirty (30) calendar days after signing of the contract
2				
3				
4				

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 : _____