

PRIVATIZATION AND MANAGEMENT OFFICE

104 Gamboa St., Legaspi Village, Makati City
www.pmo.gov.ph

REQUEST FOR QUOTATION (RFQ)

DATE : June 14, 2023

Gentlemen/Ladies:

Please quote your lowest price(s) on the item(s) for the **Procurement of Internet Service Provider** with an Approved Budget for the Contract (ABC) of **Seven Hundred Eighty Thousand Pesos (Php780,000.00)**. Submit your quotation to the authorized canvasser of this office thru email at **acsanchez@pmo.gov.ph**, on or before June 14, 2023 @ 12:00 P.M.. Bids received beyond the deadline for submission will not be considered.

The contract/purchase order will be awarded to the qualified bidder/supplier/service provider whose proposal is the lowest and most responsive to the requirements of the Privatization and Management Office (PMO) and has no pending report/deliverables to PMO. Bids in excess of the ABC and with non-compliant or incomplete documentary requirements submitted shall automatically be disqualified.

The PMO is in no way bound to accept the lowest price quotation or any proposal which is not advantageous to the government. Further, PMO reserves the right to accept or reject any or all price quotations/proposals at any time prior to contract award/purchase order without thereby incurring any liability to the affected bidder(s)/supplier(s)/service provider(s).

Please submit the following documentary requirements together with your quotation or proposal.

1. Certified photocopy of Mayor's/Business Permit
2. Certified photocopy of PhilGEPS Registration Number
(Certificate of Platinum Membership may be submitted in lieu of documents 1 and 2 above.)
3. Certified photocopy of Income/Business Tax Return (SVP with ABC above Php500K)
4. Notarized Omnibus Sworn Statement (SVP with ABCs above Php50K)
(original copy shall be submitted subject to the award of contract)

Thank you.

Very truly yours,

AARON C. SANCHEZ
ITD Chief
Information Technology Division

QUOTATION

DATE: _____

Dear Mr. Sanchez;

We are pleased to submit our quotation/proposal for the **Procurement of Internet Service Provider** with Reference No. PMO-23- 45.

ABC: Seven Hundred Eighty Thousand Pesos (Php780,000.00)

MODE OF PROCUREMENT: Alternative Method - Small Value Procurement

ITEM NO.	QTY.	UNIT	ARTICLES	UNIT PRICE (monthly fee)	TOTAL (1 year)
1	1	lot	Internet Service Provider	₱	₱
			(Please see attached Terms of Reference)		
				TOTAL AMOUNT	₱

Amount in Words:

TERMS AND CONDITIONS:

1. Delivery Period: Within fifteen (15) calendar days from receipt of Notice to Proceed.
2. Validity of Price Quotation: Thirty (30) calendar days from date of submission of quotation
3. Warranty Period: 1 year
4. Terms of Payment: Within 15-30 calendar days from receipt of billing and complete supporting documents

We are also submitting herewith the following documentary requirements:

1. Certified photocopy of Mayor's/Business Permit
2. Certified photocopy of PhilGEPS Registration Number
(Certificate of Platinum Membership may be submitted in lieu of documents 1 and 2 above.)
3. Certified photocopy of Income/Business Tax Return (SVP with ABC above Php500K)
4. Notarized Omnibus Sworn Statement (SVP with ABCs above Php50K)
(original copy shall be submitted subject to the award of contract)

Respectfully yours,

Signature : _____

Name of Supplier : _____

Designation : _____

Company Name : _____

Contact Number : _____

TERMS OF REFERENCE

A. Scope of Services

The Internet Service Provider (ISP) undertakes and commits that it will promptly and fully perform/deliver the unlimited internet service connection for 150 devices in accordance with the requirements and technical specifications of PMO.

B. Performance and Delivery Period

The ISP undertakes to complete its work within two (2) weeks upon receipt of the Notice to Proceed. The service will run for a period of one (1) year starting July 01, 2023 or from the date of activation of the services, whichever is later. For purposes of the latter event, the ISP shall inform PMO in writing of the actual date of activation of the services. In case PMO has not provided written notice to the ISP of its desire not to renew this agreement at least thirty (30) days prior to the expiration date, this agreement shall be deemed automatically renewed on a month-to-month basis, provided that such monthly renewal shall not exceed six (6) months in the aggregate. Since PMO might be relocating to a different building in the future, the ISP shall facilitate the transfer of its internet connection from the PMO Building at Legaspi Village, Makati City to the new location within Metro Manila. The ISP may charge a reasonable one-time installation fee not exceeding Thirty Thousand Pesos (Php30,000.00) for the transfer upon mutual agreement by both parties in writing within thirty (30) days prior to the date of transfer.

C. Technical Specifications

The ISP shall comply with the following technical specifications:

<i>Unlimited Internet Service Connection for 150 devices</i>		<i>Comply</i>
Connection Type	Dedicated Leased Line (1:1 Ratio, Synchronous)	
Bandwidth	150 Mbps	
IP Address	5 Static IP Addresses	
Web Hosting Space	20 GB (with Domain Name Parking, cPanel and Web Stats Access for www.pmo.gov.ph)	
Network Availability	99.8% SLA (2 hours allowable monthly downtime)	
Technical Support	24/7 Customer Support	
ISP Requirements	Must be an NTC certified Tier 1 Telecommunications Company (Telco)	
	Must be an ISO certified company	
	Must be the owner of fiber facility and not rely with other last mile provider to deliver the service requirement (Domestic local loop shall be fiber optic cable, which should be provided directly by Telco that provides internet connectivity and not to be subcontracted, subleased or subscribed from other service providers)	
	Must have its own backhaul and have multiple direct international uplinks for redundancy purposes	
	Must manage and operate local internet peering (i.e., MIX, GIX, PhIX)	

D. Terms and Conditions

1. Once PMO engages the ISP as its Internet Service Provider, the ISP acknowledges that nothing in the agreement shall be construed as precluding or restricting PMO

from engaging other third party vendors or agencies for the provision of services which are, in whole or in part, of a similar nature to the services provided in the agreement.

2. If the services do not comply with the terms agreed upon, or satisfy the standards or specifications set forth above, PMO may notify the ISP of such non-compliance upon which the ISP shall expeditiously, at no additional cost to PMO, conform such services to the agreed specifications. Any failure of PMO to notify the ISP of such non-compliance shall not relieve the ISP of its obligations to conform such services to the agreed specifications.
3. PMO may request changes at any time to all or any part of the specifications listed above, or any part of the services, provided PMO's requested changes shall not give rise to additional expenses on the part of the ISP. Any and all changes shall be documented in writing and mutually agreed to by the parties, before the change is executed.
4. The ISP shall maintain PMO's internet connection and provide technical support for web server and hosting related issues, including without limitation, ensuring web hosting security from hacking, cyberattacks and other malicious software threats, troubleshooting any problems that may arise regarding PMO's internet connection, twenty-four (24) hours a day, seven (7) days a week (including holidays). The ISP shall respond and provide solution to any complaint, or request for assistance, received from PMO within the soonest possible time, but in no case later than twenty-four (24) hours from receipt of such complaint or request for assistance. PMO shall be informed as soon as reasonably possible of any impending internet connection downtimes that may be due to hardware or site maintenance to be conducted by the ISP.
5. As remuneration for the services, PMO shall pay the ISP a monthly service fee of _____ (Php _____), inclusive of tax, or a total consideration not to exceed _____ PESOS ONLY (Php _____) for one year, payable on the last day of each relevant month, provided an invoice has already been provided to PMO prior to any payment. All taxes that are or may be due under the agreement shall be for sole account of the ISP. No other fees, commissions, reimbursements or payments shall be due the ISP under the agreement.
6. Notwithstanding the fixed duration stated above, PMO may, at any time, terminate this agreement earlier than the agreed period for whatever reason by providing thirty (30) days written notice prior to the effective date of termination. Provided, however, that PMO may terminate this agreement immediately upon written notice in case the ISP fails to perform the services or any of its obligations under this agreement, or otherwise violates any of the terms or provisions of this agreement.
7. Following expiry or termination of this agreement, the ISP shall provide PMO with reasonable migration assistance to facilitate the uninterrupted transition of PMO to a new provider, including where necessary, by continuing to provide the services for one month following the termination or expiry of this agreement.
8. The ISP agrees to indemnify PMO for any claim, loss, damage, or destruction to PMO property and for any loss, damage or injury that may be incurred by PMO, its officers,

employees and representatives, which is attributable to (a) the failure by the ISP or any of its employees, personnel, agents or representatives to perform in full or in part the services required under this agreement, (b) the fault, negligence, unlawful act, or misconduct of the ISP, its employees, personnel, agents or representatives in relation to the performance of the services or any of its obligations under this agreement, or (c) arising directly or indirectly from the infringement by the ISP of intellectual property right of any third party or breach of any applicable law.

9. Neither the ISP, nor its affiliates, agents, personnel, employees, subcontractors, or representatives, shall use or disclose to any person or entity any confidential information (whether in written, oral, electronic or other form), which is obtained from PMO or disclosed by or on behalf of PMO or otherwise prepared or discovered either in the performance of this agreement, or while on PMO's premises.
10. The ISP represents and warrants that:
 - (a) It has full capacity and authority to enter into and perform its obligations under this agreement, and to grant the rights and perform and undertake the obligations hereunder with all due skill, care and diligence;
 - (b) It shall secure and pay for all consents, inspections, licenses, permits and written approvals necessary for the performance of the services. Upon PMO's request, the ISP shall deliver to PMO copies of all consents, inspections, licenses, permits, and written approvals promptly after their receipt by the ISP;
 - (c) Any operating systems or software used by the ISP in connection with the provision of the services to PMO shall not infringe any intellectual property rights of any third party; and
 - (d) The provision of the services shall not breach any applicable laws.
11. The ISP acknowledges and agrees that it has entered into this agreement as an independent service provider. No employee-employer relationship shall exist between the ISP and its personnel, and PMO. PMO shall in no way be responsible for any claims for wages and other employment benefits of the ISP's personnel. PMO shall in no manner be liable for any accident or injury which may occur to any personnel of the ISP during the performance of the services. The ISP shall indemnify the PMO, and hold the PMO free and harmless, from any damage to or loss of property, or from any injury to any third person in the course of the performance of the services.
12. The ISP shall not, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign, transfer, delegate or subcontract any of its obligations without PMO's prior written consent, which consent shall not be unreasonably withheld. Any attempted assignment, transfer, delegation, or subcontracting without such prior written consent shall be void and unenforceable.

CONFORME:

(Authorized Signature)

(Name of Signatory)

(Designation)

(Company Name)