

## REQUEST FOR QUOTATION

Date: 20 June 2024

Solicitation No.: PMO-24-41

Company/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

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The **Privatization and Management Office (PMO)**, through its **Information Technology Division**, intends to procure **Internet Service Provider** with an Approved Budget for the Contract (ABC) in the amount of **Eight Hundred Forty Thousand Pesos (Php 840,000.00)** in accordance with **Section 53.9 Negotiated Procurement - Small Value Procurement** of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Please quote your best offer for the item/s described herein using the **Technical Specifications Form** provided at the last page of this Request for Quotation (RFQ). Submit your quotation duly signed by your authorized representative addressed to the PMO - Bids and Awards Committee (BAC), through the PMO-BAC Secretariat, not later than **5:00 P.M. of 24 June 2024** :

### **BAC Secretariat**

*Bids and Awards Committee*

Privatization and Management Office

104 Gamboa Street, Legaspi Village, Makati City

Email Address: [BAC@pmo.gov.ph](mailto:BAC@pmo.gov.ph)

Telephone Number: 8817-6331

Interested supplier shall also submit the following documents together with the quotation on or before the above specified deadline of submission:

1. Copy of valid Mayor's or Business Permit;
2. PhilGEPS Registration Number;
3. Income/Business Tax Return (for ABCs above Php500,000.00); and
4. **Original** and **Notarized** Omnibus Sworn Statement.

In lieu of items 1 and 2, a valid **Certificate of PhilGEPS Registration (Platinum Membership)** with updated class "A" eligibility documents may be submitted.

The Head of the Procuring Entity (HoPE) of the PMO reserves the right to reject any and all quotations, declare a failure of procurement, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected supplier or suppliers.

For any clarification, you may contact us at 8806-2608 or send an email at [acsanchez@pmo.gov.ph](mailto:acsanchez@pmo.gov.ph)

  
**AARON C. SANCHEZ**  
ITD Chief  
Information Technology Division

### INSTRUCTIONS TO SUPPLIERS

- (1) Do not alter the contents of this form in any way. Suppliers must provide the correct and accurate information required in this form.
- (2) The use of this RFQ is highly encouraged to minimize errors or omissions of the required mandatory provisions. In case of any changes, bidders must use or refer to the latest version of the RFQ, except when the latest version of the RFQ only pertains to deadline extension.

If another form is used other than the latest RFQ, the quotation shall contain all the mandatory requirements/provisions including manifestation on the agreement with the Terms and Conditions below.

In case a prospective supplier submits a filled-out RFQ with a supporting document (i.e., a price quotation in a different format), both documents shall be considered unless there will be discrepancies. In this case, the provisions in the RFQ shall prevail.

- (3) **All technical specifications are mandatory.** Failure to comply with any of the mandatory requirements will disqualify your quotation
- (4) Quotations, including documentary requirements, received after the deadline shall not be accepted. Submission of quotation and documentary requirements by email is not allowed for ABCs Fifty Thousand Pesos (PhP50,000.00) and above.

### TERMS AND CONDITIONS

- (1) Price quotations shall be valid for a period stated in the Technical Specifications Form.
- (2) Price quotations shall be denominated in Philippine peso and shall include all taxes, duties, and/or levies payable.
- (3) Quotations exceeding the ABC shall be rejected.
- (4) In case two or more suppliers were determined to have submitted the Lowest Calculated and Responsive Quotation, the PMO shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with the GPPB Circular No. 06-2005.
- (5) Award of contract shall be made to the lowest quotation which complies with the technical specifications, documentary requirements, and other terms and conditions stated herein.
- (6) The items shall be delivered in accordance with the accepted offer of the supplier.
- (7) Items delivered shall be inspected on the scheduled date and time of the PMO. The delivery of the items shall be acknowledged upon the delivery to verify compliance with the technical specifications.
- (8) Payment shall be made upon full compliance with all the deliverables required by the PMO and submission of all necessary documents subject to the usual government accounting and auditing rules and regulations.
- (9) Liquidated damages equivalent to one-tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed on per day of delay. The PMO may terminate the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
- (10) The Procuring Entity may cancel or terminate the contract at any time in accordance with the grounds provided under RA No. 9184 and its 2016 revised IRR.
- (11) The RFQ, Purchase Order (PO), and other related documents for the above-stated Project shall form part of the Contract.

**TECHNICAL SPECIFICATIONS FORM**

Date: \_\_\_\_\_

Company/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number and E-mail: \_\_\_\_\_

- Please quote your **best offer** for the item/s below. Please do not leave any blank items. Indicate "0" if the item being offered is for free.
- Suppliers must state "**Comply**" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each specification.

<b>Project Title: Internet Service Provider</b>								
<b>Mode of Procurement: Small Value Procurement</b>								
<b>PMO Requirements</b>				<b>Supplier's Offer</b>				<b>Statement of Compliance</b> <i>("Comply" or "Not Comply")</i>
Item No:	Technical Specifications	Quantity	Item No:	Technical Specifications	Quantity	Unit Cost	Total Cost	
1	<b>Internet Service Provider</b> <i>(Please see attached Terms of Reference)</i>	1 lot	1					
<b>ABC:</b> Eight Hundred Forty Thousand Pesos (Php 840,000.00)			<i>Additional VAT and other Government Taxes:</i>					
			<b>GRAND TOTAL (must not be above the ABC):</b> <i>(amount in figures and in words)</i>					
<b>Other Requirements:</b>								
<b>Price Validity:</b> Thirty (30) calendar days from date of submission of quotation								
<b>Delivery Requirements:</b> Within fifteen (15) calendar days from receipt of Notice to Proceed								
<b>Terms of Payment:</b> Within 15-30 calendar days from receipt of billing and complete supporting documents								

Attached in this quotation are the following documentary requirements:

1. Copy of valid Mayor's or Business Permit;
2. PhilGEPS Registration Number;
3. Income/Business Tax Return (for ABCs above Php500,000.00); and
4. **Original** and **Notarized** Omnibus Sworn Statement.

In lieu of items 1 and 2, a valid Certificate of PhilGEPS Registration (*Platinum Membership*) with updated class "A" eligibility documents is herein attached. (In case PhilGEPS Platinum is submitted)

Prepared by: \_\_\_\_\_

Authorized Representative  
(signature over printed name)

## TERMS OF REFERENCE

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### 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 in the Privatization and Management Office (PMO) Building in accordance with the requirements and technical specifications stated herein.

### B. Performance and Delivery Period

The ISP undertakes to complete its work within fifteen (15) calendar days from receipt of the Notice to Proceed. The service will run for a period of one (1) year starting July 1, 2024 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 200 devices</i>		<i>Comply</i>
Connection Type	<b>Dedicated Leased Line</b> (1:1 Ratio, Synchronous)	
Bandwidth	<b>200 Mbps</b>	
IP Address	<b>5 Static IP Addresses</b>	
Web Hosting Space	<b>20 GB</b>	
Web Hosting Inclusions	<b>Domain Name Parking, cPanel License, MRTG, and Web Stats Access</b> (for www.pmo.gov.ph)	
Network Availability	<b>99.8% SLA</b> (2 hours allowable monthly downtime)	
Technical Support	<b>24/7 Customer Support</b>	
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

- 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:

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*(Authorized Signature)*

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*(Name of Signatory)*

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*(Designation)*