

REQUEST FOR QUOTATION

RFQ/OPIII/12-13

**SUPPLY, DELIVERY, AND INSTALLATION
OF VARIOUS INFORMATION, COMMUNICATION,
AND TECHNOLOGY (ICT) EQUIPMENT FOR THE
PHILIPPINE COMPETITION COMMISSION AND THE
UP COLLEGE OF LAW**

13 February 2023

REQUEST FOR QUOTATION — GOODS

Project Title: **Capacity Building to Foster Competition**
Source of Funding: **ADB Loan 3878-PHI**
Contract Ref.: **RFQ/OPIII/12-13**

Date of Issue of Request: **13 February 2023**

To: **Prospective Bidder**

Sir/Madam:

1. The Philippine Competition Commission (Purchaser) hereby requests you to submit price quotation/(s) for the supply, delivery, and installation of the following Information, Communication, and Technology (hereinafter rereferred to as "ICT") items:
 - i. Desktop Computers
 - ii. Laptop Computers
 - iii. Monitors
 - iv. Printers
 - v. Scanners
 - vi. Projectors
 - vii. Projector Screens

To assist you in the preparation of your price quotation, we enclose the necessary **Terms of Reference** (Appendix), **Supply, Delivery, and Installation Price Schedule** (Attachment 1), **Technical Specifications** (Attachment 2), **Form of Quotation**, and **Draft Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or

- (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified,
- (a) you must be duly established in the Philippines with at least three (3) years of experience in the supply, delivery, and installation of ICT equipment;
 - (b) you must submit the following documents together with the Quotation:
 - (i) Registration certificate from SEC for corporations and partnerships, DTI for sole proprietorship, or CDA for cooperatives;
 - (ii) Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit;
 - (iii) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and
 - (iv) Certificate of PhilGEPS Registration.
 - (c) you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must submit copies of the client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last three (3) years with similar contracts. Similar contracts refer to the supply, delivery, installation, and configuration of ICT equipment;
 - (d) you must submit certification of authorized distributorship/resellership from the distributor/manufacturer of the product/s offered; and
 - (e) you must submit a written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution or Written Power of Attorney).
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for one contract as described in the attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery, and Installation Price Schedule**. The currency of quoted prices and payment shall be Philippine Peso.
- (b) The price should be quoted for supply, delivery and installation of various ICT equipment for UP College of Law to the **UP Law Center, Bocobo Hall, Magsaysay Avenue, UP Diliman, Quezon City** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in the English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in **Quezon City**.
- (c) 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 in your Form of Quotation, your quotation will not be considered further.**
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked “ORIGINAL”. In addition, you shall also submit one copy marked as “COPY”. In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation(s) should be valid for a period of **sixty (60) days** from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.

Submission and Opening

- (f) Your **Form of Quotation** with the priced **Supply, Delivery, and Installation Price Schedule** should be submitted by **22 March 2023, 2:00 p.m.** with the required documents that should be **signed, sealed** in an envelope, and addressed to and delivered to the following address:

Purchaser's Address: Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Telephone: (02) 8771 9722

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on **22 March 2023** at **2:30 p.m. or at a time**

immediately after the bid submission deadline as determined by the PBAC and at the following address:

Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (a) where there is a discrepancy between amounts in figures and words, the amount in words will govern; and
 - (b) where 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.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.
 - (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within sixty (60) days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
 - (l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in the Purchaser's country.
5. Further information can be obtained from:

Name: Ms. Nicky Jonna P. Pitallano
Technical Staff, Procurement Support and Secretariat, PBAC

Address: Philippine Competition Commission
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Email: nppitallano@phcc.gov.ph

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for the award and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for the award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be on ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (c) Name of Institution: _____
- (d) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (e) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers, and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of an ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

² Any such disclosure shall be forwarded by the Purchaser to ADB.

- (a) Nature of the offense/violation: _____
(b) Court/Area of jurisdiction: _____
(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
(d) Other relevant details:
10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred, or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of an ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,



Atty. Joseph Melvin B. Basas

Chairperson

PCC Bids and Awards Committee (PBAC)

Philippine Competition Commission

(Purchaser)



Attachment 1

SUPPLY, DELIVERY, AND INSTALLATION PRICE SCHEDULE

Item	Description	Unit	Qty	Unit Price (PhP)	Total Price (PhP)	Delivery Schedule
1	Desktop Computer	set	3			Within 90 to 120 days from receipt of the Notice to Proceed
2	Laptop Computer	set	13			
3	Monitor	set	2			
4	Printer	set	4			
5	Scanner	set	2			
6	Projector	set	2			
7	Projector Screen	set	2			
TOTAL					PhP	

Attachment 2

TECHNICAL SPECIFICATIONS

RFQ/OPIII/12-13: Supply, Delivery, and Installation of Various ICT Equipment for UP College of Law

Below are the required minimum and/or equivalent functional requirements, technical specifications, features, characteristics, and numbers for the following items:

VARIOUS ICT EQUIPMENT	
ITEM	DESCRIPTION/ SPECIFICATIONS
1. Desktop Computers	
Chip	At least an M1 Chip with 8-core CPU with 4 performance cores and 4 efficiency cores, 8-core GPU, 16-core Neural Engine
Display	24-inch 4.5K Retina Display, 4480 x 2520 resolution at 218 pixels per inch with support for 1 billion colors, 500 nits brightness, Wide color (P3), True Tone technology
Wireless	Wi-Fi: 802.11ax Wi-Fi 6 wireless networking, IEEE 802.11a/b/g/n/ac compatible; Bluetooth: Bluetooth 5.0 wireless technology
Camera	1080p FaceTime HD camera; Advanced image signal processor with computational video
Memory	At least 8GB Unified Memory; Configurable to 16GB unified memory
Storage	At least 512GB SSD Storage; Configurable to 1TB or 2TB
Video Support	Simultaneously supports full native resolution on the built-in display at 1 billion colors and one external display with up to 6K resolution at 60Hz; Thunderbolt 3 digital video output
Audio	High-fidelity six-speaker system with force-cancelling woofers, wide stereo sound, support for spatial audio when playing music or video with Dolby Atmos, Studio-quality three-mic array with high signal-to-noise ratio and directional beamforming, Support for “Hey Siri”
Charging & Expansion	Two Thunderbolt / USB 4 Ports with support for DisplayPort, Thunderbolt 3, USB 4, USB 3.1 Gen 2 and Thunderbolt 2, HDMI, DVI and VGA; 3.5 mm headphone jack; Two USB 3 Ports Gigabit Ethernet (up to 10Gb/s)
Keyboard and Trackpad	Magic Keyboard with Touch ID; Magic Mouse; Configurable with: Magic Keyboard with Touch ID and Numeric Pad and Magic Trackpad

Preload OS	macOS
Warranty	1 Year Warranty with 90-day complimentary technical support
Cables	143W Power Adapter; Power Cord (2m); USB-C to Lightning Cable
Dimension/Size	Height: 46.1cm x Width: 54.7cm x Depth: 14.7cm
Weight	Not more than 4.48 kg, including the battery
Electrical and Operating Requirements	100-240V AC, 50Hz to 60Hz, single phase, 10° to 30°C, 5% to 9% noncondensing and tested up to 5,000 meters
Availability	YES
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	3 Silver

2. Laptop Computers 13”

Chip	M2 chip: 8-Core CPU with 4 performance cores and 4 efficiency cores; 10-Core GPU; 16-Core Neural Engine; and 100GB/s memory bandwidth
Display	Retina Display: 13.3-inch (diagonal) LED-backlit display with IPS technology; 2560-by-1600 native resolution at 227 pixels per inch with support for millions of colors; 500 nits brightness; Wide color (P3); and True Tone technology
Wireless	802.11ax Wi-Fi 6 wireless networking and IEEE 802.11a/b/g/n/ac compatible
Camera	720p FaceTime HD camera Advanced image signal processor with computational video
Memory	8GB unified memory-configurable to 16GB or 24GB
Storage	256GB SSD-configurable to 512GB, 1TB, or 2TB
Charging & Expansion	Two Thunderbolt / USB 4 ports with support for: Charging; DisplayPort; Thunderbolt 3 (up to 40Gb/s); USB 4 (up to 40Gb/s); USB 3.1 Gen 2 (up to 10Gb/s); and 3.5 mm headphone jack
Battery and Power	Up to 17 hours wireless web; 58.2-watt-hour lithium-polymer battery; and 67W USB-C Power Adapter
Keyboard and Trackpad	65 (US) or 66 (ISO) keys including 4 arrow keys in an inverted -T arrangement; touch bar; touch ID; ambient light sensor; and Force touch trackpad for precise cursor control and pressure-sensing capabilities; enables Force clicks, accelerators, pressure-sensitive drawing, and Multi-Touch gestures
Display Support	Simultaneously supports full native resolution on the built-in display at millions of colors and One external display with up to 6K resolution at 60Hz Thunderbolt 3 digital video output - Native DisplayPort output over USB-C and VGA, HDMI, DVI, and Thunderbolt 2 output supported using adapters
Video Playback	Supported formats include HEVC, H.264, and ProRes

	HDR with Dolby Vision, HDR10, and HLG
Audio Playback	Supported formats include AAC, MP3, Apple Lossless, FLAC, Dolby Digital, Dolby Digital Plus, and Dolby Atmos
Audio	Stereo speakers with high dynamic range; wide stereo sound; support for Spatial Audio when playing music or video with Dolby Atmos on built-in speakers; Spatial Audio with dynamic head tracking when using AirPods; Studio-quality three-mic array with high signal-to-noise ratio and directional beamforming; and 3.5 mm headphone jack with advanced support for high-impedance headphones
Operating Requirements	Line voltage: 100V to 240V AC; Frequency: 50Hz to 60Hz; Operating temperature: 50° to 95° F (10° to 35° C); Storage temperature: -13° to 113° F (-25° to 45° C); Relative humidity: 0% to 90% noncondensing; Operating altitude: tested up to 10,000 feet; Maximum storage altitude: 15,000 feet; and Maximum shipping altitude: 35,000 feet
Preload OS	macOS
Warranty	1 Year Warranty with 90 days of complimentary technical support
Cables	USB-C Charge Cable (2 m) with 67W USB-C Power Adapter
Dimension/Size	Height: 0.61 inch (1.56 cm) Width: 11.97 inches (30.41 cm) Depth: 8.36 inches (21.24 cm)
Weight	3.0 pounds (1.4 kg)
Availability	YES
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	7 Silver and 6 Space Gray

3. Monitor

Display	
Viewable image size (diagonal):	68.47cm (27 inches)
Active display area	
Horizontal:	596.74mm (23.49 inches)
Vertical:	335.66 mm (13.21 inches)
Maximum resolution:	3840 x 2160 at 60 Hz
Aspect ratio:	16:9
Pixel pitch:	0.1554mm x 0.1554mm
Pixels per inch (PPI):	163 /m2 (peak)
Brightness (typical):	400 cd/m, 1,000 cd/m ² (peak)
Color gamut (typical):	100% Adobe RGB, 100% sRGB, 100% Rec709, 97.7% DCI-P3, 76.9% REC2020 (calibrated on AdobeRGB and sRGB to Delta-E < 2)
Color depth:	1.07 billion colors
Contrast ratio (typical) 1000:	1 (typical), 20,000:1 (HDR)

Color calibration SDK software:	Yes
Color calibration with Optional Colorimeter:	Yes
Viewing angle (typical) (vertical/horizontal):	178°/178°
Response time (typical):	6ms (gray to gray)
Panel technology:	In-Plane Switching; Anti-glare treatment of the front polarizer (3H) hard coating
Backlight:	LED
Dell Display Manager:	Yes, with Dell Easy Arrange, Input Manager and other key features
Picture-in-picture, Picture-by-picture:	Yes
Remote asset manager:	Yes, via Dell Command Monitor
Operating system support:	Windows 10, 8.1, 7
Connectivity	
Connectors:	1 x DP (ver 1.4), 1 x mDP (ver. 1.4), 2 x HDMI (ver. 2.0a), 2 x USB 3.0 upstream ports, 4 x USB 3.0 downstream ports (including 2 x USB 3.0 BC1.2 charging port), Audio line-out
Built-in devices:	USB 3.0 super-speed Hub (with 2 x USB upstream port, 4 x USB 3.0 downstream ports, including 2 x USB 3.0 BC1.2 charging port at 2A max.)
Design features	
Stand:	Yes (tilt: 5°/21°, swivel: 45°/45°, pivot and height-adjustable)
Security:	Security lock slot (security lock not included), anti-theft stand lock slot (to panel)
VESA mounting support:	100mm x 100mm
Power	
AC input voltage/frequency/current:	100 VAC to 240 VAC/50 Hz or 60 Hz + 3 Hz/1.8 A (Max.)
Power consumption (standby/sleep mode):	<0.5 W
Dimensions (with stand)	
Height:	(compressed~extended) 402.6 mm ~ 547.1 mm (15.85 inches ~ 21.54 inches)
Width:	626.4mm (24.66 inches)
Depth:	00.3mm (7.89 inches)
Weight	
Weight (panel only):	5.98kg (13.18 lbs.)
Weight (with stand):	8.40kg (18.52 lbs.)
Shipping weight:	11.55kg (25.46 lbs.)
Components	

	Monitor with stand
Cables	
	1 x mDP - DP cable
	1 x HDMI cable
	USB 3.0 upstream cable
	Power cable
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

4. Printer	
LaserJet Pro	
Dimension:	H:8.5”x W: 15” x Depth: 14.06 “
Weight:	18.87lbs.
Printing Details:	
Printing Technology:	Laser
Max. Resolution:	4800 x 600 dpi
Printing Colours:	Black
Warm-up Time:	45 seconds
Time to First Page (Black, Normal):	6.3 seconds
Print Speed (Black Normal Quality, A4/US Letter):	38ppm
Duplex Printing Mode:	Auto
Paper Handling:	
Total Output Capacity:	At least 150 sheets
Max. Output Capacity:	At least 150 sheets
Total No. of Input Trays:	At least 2
Total Input Capacity:	At least 350 sheets
Max. Input Capacity:	At least 900 sheets
Paper Tray Media Type:	Bond Paper, Heavy Paper, Pre-printed, Rough Paper, Envelopes, Labels, Plain Paper, Recycled Paper
Paper Input Type:	Paper tray
ISO A-Series Sizes:	At least A4, A5, A6
Max. ISO-A Series Paper Size:	A4
JIS B-Series Sizes:	At least B5, B6
Non-ISO Print Media Sizes:	At least Legal, Letter
Max. No. of Input Trays:	At least 3
Envelope Sizes:	At least B5, C5, DL
Storage:	
Max. Memory Capacity:	256mB
Display:	
Display Technology:	LCD
Display No. of Lines:	2
Technical Details:	

Built-in Processor:	Yes
Processor Speed:	1200MHz
Max. Duty Cycle:	80000ppm
Recommended Duty Cycle:	750-4000
Page Description Languages:	PCL 5c, PCL 6, PDF 1.7, PWG, PostScript 3, URF
No. of Print Cartridges:	1
Capacity of Supplied Black/White Toner:	3000 pages
Operating Relative Humidity:	10-80
Operating Temperature:	15-32.5
Sound Pressure Level (Printing):	54dB
Connectivity:	
Interfaces:	USB
Network Ready:	Yes
Ethernet:	Yes
USB 2.0 Ports Quantity:	1
Direct Printing:	Yes
Ethernet LAN Data Rates:	10,100, 1000
Power:	
AC Input Voltage:	220V
AC Input Frequency:	50Hz
Power Consumption (Printing):	495W
Energy Star:	Yes
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	4

5. Scanner

Portable Duplex Document Scanner with ADF Document Scanner

Scanner Type:	Sheet-fed, one-pass duplex color scanner
Optical Resolution:	600dpi
Hardware Resolution:	600dpi
Maximum Resolution:	1200dpi
Color Bit Depth:	48-bit input
Grayscale Bit Depth:	24-bit output
Light Source:	3-color RGB LED
Scanning Speed:	25 ppm/50 ipm: 300 dpi Black & White, Color, Gray
Included Software:	
	Epson SmartScan
	NewSoft® Presto! BizCard® (software requires Internet connection for download and installation)
Driver Support	TWAIN
Operating Systems:	Windows 7, 8/8.1, 10; Mac OS® X 10.6.8 10.12.x
Humidity:	Operating: 15 – 80% (no condensation)

Operating Temperature:	41 ° to 95 °F (5 ° to 35 °C)
Dimensions:	Product Only: 11.3" x 3.5" x 2.0"
	Product in Package: 15.25" x 5.6" x 3.75"
Weight:	Product Only: 2.4lbs
	Product in Package: 3.85lbs
Power:	
Power Consumption:	
Operation:	8W
Sleep:	0.9W
Ready:	2.5W
Off:	0.3W
Connectivity:	
Standard Connectivity:	SuperSpeed USB 3.0
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

6. Projector	
Technology:	
Projection System	3-chip technology
LCD Panel	0.67-inch panel
Optical:	
Zoom	1-1.6 (Optical Zoom)
Screen Size	45" to 260" [1.51m to 8.89m] (Zoom: Wide) 45" to 260" [2.49m to 14.53m] (Zoom: Tele)
Projection Distance	70" screen 2.37m - 3.89m
Throw Ratio	1.57 (Zoom: Wide), 2.58 (Zoom: Tele)
Projection Lens F Number	1.5 - 2.0
Projection Lens Focal Length	23mm - 38.4mm
Focus Method	Manual Focus
Offset	26.9:1
Image:	
Colour Light Output	4,200 Lumens
White Light Output	4,200 Lumens
Resolution	WUXGA
Native Aspect Ratio	16:10
Contrast Ratio	15,000:1
Lamp Hours	Normal/Eco: 5,000/10,000 Hours
Lamp Type	300W UHE
Keystone Correction	Vertical: -30 to +30 degrees Horizontal: -30 to +30 degrees
Connectivity:	
Input: Video	1 x RCA (Yellow)
Input: Computer	2 x D-sub 15-Pin (RGB), 1 x USB 2.0 type B

Input: USB Memory Device	1 x USB Type A
Input: Three-In-One USB Display	1 x USB 2.0 type B
Input: Digital	2 x HDMI (1 x MHL)
Input: Audio	1 x RCA (Red/White), 2 x Stereo mini jack
Input: Control	1 x USB 2.0 type B, 1 x RS232C
Input : HDBaseT	NA
Input: Epson USB Document Camera	1 x USB 2.0 type A
Network I/O:	1 x RJ45 (100Mbps)
Wireless Connectivity	included
WiDI/Miracast	NA
Output: Video	1 x D-sub 15 pin (black moulding)
Output: Audio	1 x Stereo mini jack
Speaker Output	16W
Advanced Features:	
EasyMP Network & Control	Yes
EasyMP Network Projection	Yes
PC Free Presentations	Yes
USB Plug 'n Play	Yes
AV Mute Slide	Yes
Instant Off	Yes
Auto Power On	Yes
Direct Power On/Off	Yes
Security	Padlock & Security Cable Hole Kensington®-style lock provision Wireless LAN Unit Lock Password protect function
Colour Modes	Dynamic, Presentation, Cinema, sRGB, Blackboard, DICOM SIM
General:	
Dimensions D x W x H (excluding feet)	291mm x 37mm7 x 110mm
Weight	4.8kg (approximate)
Compatible lamp model	ELPLP95 (New)
Lamp Warranty	12 months or 750 hours
Power Consumption: Lamp on	Normal/Eco: 410/350W
Power Consumption: Standby	0.5W (communication off)
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

7. Projector Screen

Unit:	High Quality and Brand New
Operation:	Manual

Viewing Area:	(W X H) 80" X 60"
Diagonal:	100"
Aspect Ratio:	4:3
Gain:	High Contrast 1.3 Gain Screen
Screen Fabric:	Matte White
Viewing Angle:	160 Degree
Product Dimension:	(L x w x H) 100cm x 10cm x 10cm
Product Weight:	7.5kg
Package Dimension:	(L x W x H) 100cm x 12cm x 12.5cm
Package Weight:	7.9kg
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

**FORM OF QUOTATION
(Goods/ICT Equipment)**

(Date)

To: Philippine Competition Commission
25/F Vertis North Corporate Center I
North Avenue, Quezon City

We offer to execute the **Supply, Delivery, and Installation of Various ICT Equipment—RFQ/OPII/12-13** in accordance with the **Contract Terms and Conditions** and the priced **Supply, Delivery and Installation Price Schedule** accompanying this Quotation for the **Contract Price** of [*amount in words and in figures*]

_____ (_____) Philippine Peso.

We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply, Delivery, and Installation Price Schedule**.

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 Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional) : _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer for the Supply, Delivery, and Installation of Various ICT Equipment for UP College of Law — RFQ/OPIII/12-13. Attached is the Contract with the accepted Contract Price for the Supplier's signature to be submitted to the Purchaser within 15 days from receipt.

Name of Purchaser : Philippine Competition Commission

Authorized Signature : _____

Name of Signatory : Kenneth V. Tanate, PhD

Title of Signatory : Executive Director and Head of Technical Working Group

Date : _____

CONTRACT

Name of Country: Philippines
Project Name: Capacity Building to Foster Competition
Name of Contract: Supply, Delivery, and Installation of Various ICT Equipment for UP
College of Law
Contract Number: RFQ/OPIII/12-13

This Contract is entered into on __[date]__ day of _[month]___, _____ [year], between Philippine Competition Commission (hereinafter called “the Purchaser”) on the one part, and _____[name of Supplier]_____ (hereinafter called “the Supplier”) on the other part.

Whereas the Purchaser has requested for a quotation for the Supply, Delivery, and Installation of Various ICT Equipment to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of _____ [amount in words] _____ [amount in figures] hereinafter called “the Contract Price”.

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation, with Supply, Delivery, and Installation Price Schedule and Technical Specifications;**
 - b) **Contract Terms and Conditions;** and
 - c) **Terms of Reference (Appendix)**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of _____
[country of Purchaser] on the date indicated above.

Signature and seal of the Purchaser:

For and on behalf of

Name of Authorized Representative

Signature and seal of the Supplier:

For and on behalf of

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: **Capacity Building to Foster Competition**

Purchaser: **Philippine Competition Commission**

Package No.: **RFQ/OPIII/12-13**

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfillment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

7.1 The delivery should be completed as per the schedule indicated in the **Supply, Delivery, and Installation Price Schedule**. Please refer also to the Delivery Schedule in the Terms of Reference.

8. Required Technical Specifications described in the **Terms of Reference** (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

The supplier confirms compliance with the above specifications.

9. Delivery and Documents

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

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

10. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

11.1 Payment shall be made on a **ONE-TIME BASIS**. The PCC shall pay the Supplier within thirty (30) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

12. Warranty

12.1 Goods offered should be covered by the manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser. The name and address of the service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility: _____
Address: _____

14. Resolution of Disputes

14.1 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 an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the said Rules. The arbitration shall take place in Quezon City, Philippines. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of the arbitration shall be English and each party shall bear its own costs.

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier. If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once, the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it. Please refer also to provisions of the liquidated damages in Attachment 1: Supply and Delivery Price Schedule and Terms of Reference.

16. Force Majeure

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

- (a) 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 not foreseeable. Such events may include, but not restricted to, the act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation 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 as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier is being made,

- (a) the Purchaser is obligated to notify the Supplier, with a copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

TERMS OF REFERENCE

- I. Background
- II. Rationale and Objective
- III. Scope of Work
- IV. Qualification Requirements
- V. Technical Specifications
- VI. Approved Budget for the Contract
- VII. Delivery Schedule, Warranty, and Payment Scheme
- VIII. Information Security and Non-Disclosure Agreement
- IX. Mode of Procurement
- X. Liquidated Damages
- XI. Dispute Agreement/Resolution
- XII. Bank's Anticorruption Policy; Standards of Conduct

TERMS OF REFERENCE

Supply, Delivery and Installation of Various ICT Equipment for the Philippine Competition Commission and the University of the Philippines College of Law

I. Background

1. The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to implement Republic Act No. 10667 or the Philippine Competition Act (PCA). The PCA prohibits anti-competitive agreements, abuses of dominant position, and anti-competitive mergers and acquisitions, as the law aims to enhance market competition for the benefit of consumers and businesses. The PCA also mandates PCC to advocate for a level playing field through a National Competition Policy as embodied in the Philippine Development Plan 2017-2022.
2. To support implementation of the PCA and contribute to building a strong knowledge base on competition law and policy, the PCC with the assistance from the Asian Development Bank (ADB), is implementing the Capacity Building to Foster Competition Project (“Project”). The Project will contribute to strengthening the institutional capacity of the PCC and other agencies with competition-related mandates by building the capacity of its human resource in competition-related functional areas and in pursuing priority reforms to foster a culture of competition. Likewise, the Project has a dedicated component implemented in partnership with the University of the Philippines College of Law (“UP Law”) to establish an academic center of excellence on competition law and policy (Component 3). The UP Law recently established the Competition Law and Policy Program (CLPP) to coordinate the implementation of the Project’s Component 3. This component is also envisaged to increase CLPP’s capacity to perform its core functions through technical expertise, research, and provision and improvement of ICT equipment and systems.

II. Rationale and Objective

3. Pursuant to its mandate, the PCC through its Information and Communications Technology Division (ICTD), oversees the Information Technology (IT) requirements of the Commission and the UP Law supported under the Project. The ICTD also develops, updates, maintains, and implements the PCC Information Systems Strategic Plan, builds mechanisms for data collection management, follows strict legal compliance on accessibility and privacy issues associated with IT, and establishes



organization wide-awareness of information security and risk-management policies. To support the PCC and UP Law in jointly implementing the Project's Component 3, various ICT equipment are required to strengthen the capacity of the CLPP in the conduct of research, development of learning and advocacy materials, and design and delivery of capacity building activities.

III. Scope of Work

4. A Supplier shall supply, deliver, and install various information, communication, and technology (hereinafter referred to as "ICT") equipment based on the required minimum and/or equivalent functional requirements, technical specifications, features, characteristics, and numbers for the items indicated in para. V. Technical Specifications.

IV. Qualification Requirements

5. The Supplier must be duly established in the Philippines with at least three (3) years of experience in the supply, delivery, and installation of ICT equipment.
6. Must submit the following documents together with the Quotation:
 - (i) Registration certificate from SEC for corporations and partnerships, DTI for sole proprietorship, or CDA for cooperatives;
 - (ii) Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit;
 - (iii) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and
 - (iv) Certificate of PhilGEPS Registration.
7. Must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must submit copies of the client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last three (3) years with similar contracts. Similar contracts refer to supply, delivery installation of supply, delivery, and installation of ICT equipment;
8. Must submit certification of authorized distributorship/resellership from the distributor/manufacturer of the product/s offered; and
9. Must submit a written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution or Written Power of Attorney).

V. Technical Specifications

10. Minimum and/or equivalent functional requirements, technical specifications, features, characteristics, and numbers for the following items:

VARIOUS ICT EQUIPMENT	
ITEM	DESCRIPTION/ SPECIFICATIONS
1. Desktop Computers 24”	
Chip	At least an M1 Chip with 8-core CPU with 4 performance cores and 4 efficiency cores, 8-core GPU, 16-core Neural Engine
Display	24-inch 4.5K Retina Display, 4480 x 2520 resolution at 218 pixels per inch with support for 1 billion colors, 500 nits brightness, Wide color (P3), True Tone technology
Wireless	Wi-Fi: 802.11ax Wi-Fi 6 wireless networking, IEEE 802.11a/b/g/n/ac compatible; Bluetooth: Bluetooth 5.0 wireless technology
Camera	1080p FaceTime HD camera; Advanced image signal processor with computational video
Memory	At least 8GB Unified Memory; Configurable to 16GB unified memory
Storage	At least 512GB SSD Storage; Configurable to 1TB or 2TB
Video Support	Simultaneously supports full native resolution on the built-in display at 1 billion colors and one external display with up to 6K resolution at 60Hz; Thunderbolt 3 digital video output
Audio	High-fidelity six-speaker system with force-cancelling woofers, wide stereo sound, support for spatial audio when playing music or video with Dolby Atmos, Studio-quality three-mic array with high signal-to-noise ratio and directional beamforming, Support for “Hey Siri”
Charging & Expansion	Two Thunderbolt / USB 4 Ports with support for DisplayPort, Thunderbolt 3, USB 4, USB 3.1 Gen 2 and Thunderbolt 2, HDMI, DVI and VGA; 3.5 mm headphone jack; Two USB 3 Ports Gigabit Ethernet (up to 10Gb/s)
Keyboard and Trackpad	Magic Keyboard with Touch ID; Magic Mouse; Configurable with: Magic Keyboard with Touch ID and Numeric Pad and Magic Trackpad
Preload OS	macOS
Warranty	1 Year Warranty with 90-day complimentary technical support
Cables	143W Power Adapter; Power Cord (2m); USB-C to Lightning Cable
Dimension/Size	Height: 46.1cm x Width: 54.7cm x Depth: 14.7cm
Weight	Not more than 4.48 kg, including the battery

VARIOUS ICT EQUIPMENT

ITEM	DESCRIPTION/ SPECIFICATIONS
Electrical and Operating Requirements	100-240V AC, 50Hz to 60Hz, single phase, 10° to 30°C, 5% to 9% noncondensing and tested up to 5,000 meters
Availability	YES
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	3 Silver

2. Laptop Computers 13”

Chip	M2 chip: 8-Core CPU with 4 performance cores and 4 efficiency cores; 10-Core GPU; 16-Core Neural Engine; and 100GB/s memory bandwidth
Display	Retina Display: 13.3-inch (diagonal) LED-backlit display with IPS technology; 2560-by-1600 native resolution at 227 pixels per inch with support for millions of colors; 500 nits brightness; Wide color (P3); and True Tone technology
Wireless	802.11ax Wi-Fi 6 wireless networking and IEEE 802.11a/b/g/n/ac compatible
Camera	720p FaceTime HD camera Advanced image signal processor with computational video
Memory	8GB unified memory-configurable to 16GB or 24GB
Storage	256GB SSD-configurable to 512GB, 1TB, or 2TB
Charging & Expansion	Two Thunderbolt / USB 4 ports with support for: Charging; DisplayPort; Thunderbolt 3 (up to 40Gb/s); USB 4 (up to 40Gb/s); USB 3.1 Gen 2 (up to 10Gb/s); and 3.5 mm headphone jack
Battery and Power	Up to 17 hours wireless web; 58.2-watt-hour lithium-polymer battery; and 67W USB-C Power Adapter
Keyboard and Trackpad	65 (US) or 66 (ISO) keys including 4 arrow keys in an inverted -T arrangement; touch bar; touch ID; ambient light sensor; and Force touch trackpad for precise cursor control and pressure-sensing capabilities; enables Force clicks, accelerators, pressure-sensitive drawing, and Multi-Touch gestures
Display Support	Simultaneously supports full native resolution on the built-in display at millions of colors and One external display with up to 6K resolution at 60Hz Thunderbolt 3 digital video output - Native DisplayPort output over USB-C and VGA, HDMI, DVI, and Thunderbolt 2 output supported using adapters
Video Playback	Supported formats include HEVC, H.264, and ProRes HDR with Dolby Vision, HDR10, and HLG
Audio Playback	Supported formats include AAC, MP3, Apple Lossless, FLAC, Dolby Digital, Dolby Digital Plus, and Dolby Atmos

2. Laptop Computers 13”

Audio	Stereo speakers with high dynamic range; wide stereo sound; support for Spatial Audio when playing music or video with Dolby Atmos on built-in speakers; Spatial Audio with dynamic head tracking when using AirPods; Studio-quality three-mic array with high signal-to-noise ratio and directional beamforming; and 3.5 mm headphone jack with advanced support for high-impedance headphones
Operating Requirements	Line voltage: 100V to 240V AC; Frequency: 50Hz to 60Hz; Operating temperature: 50° to 95° F (10° to 35° C); Storage temperature: -13° to 113° F (-25° to 45° C); Relative humidity: 0% to 90% noncondensing; Operating altitude: tested up to 10,000 feet; Maximum storage altitude: 15,000 feet; and Maximum shipping altitude: 35,000 feet
Preload OS	macOS
Warranty	1 Year Warranty with 90 days of complimentary technical support
Cables	USB-C Charge Cable (2 m) with 67W USB-C Power Adapter
Dimension/Size	Height: 0.61 inch (1.56 cm) Width: 11.97 inches (30.41 cm) Depth: 8.36 inches (21.24 cm)
Weight	3.0 pounds (1.4 kg)
Availability	YES
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	7 Silver and 6 Space Gray

3. Monitor

Display	
Viewable image size (diagonal):	68.47cm (27 inches)
Active display area	
Horizontal:	596.74mm (23.49 inches)
Vertical:	335.66 mm (13.21 inches)
Maximum resolution:	3840 x 2160 at 60 Hz
Aspect ratio:	16:9
Pixel pitch:	0.1554mm x 0.1554mm
Pixels per inch (PPI):	163 /m2 (peak)
Brightness (typical):	400 cd/m, 1,000 cd/m ² (peak)
Color gamut (typical):	100% Adobe RGB, 100% sRGB, 100% Rec709, 97.7% DCI-P3, 76.9% REC2020 (calibrated on AdobeRGB and sRGB to Delta-E < 2)
Color depth:	1.07 billion colors
Contrast ratio (typical) 1000:	1 (typical), 20,000:1 (HDR)

3. Monitor	
Color calibration SDK software:	Yes
Color calibration with Optional Colorimeter:	Yes
Viewing angle (typical) (vertical/horizontal):	178°/178°
Response time (typical):	6ms (gray to gray)
Panel technology:	In-Plane Switching; Anti-glare treatment of the front polarizer (3H) hard coating
Backlight:	LED
Dell Display Manager:	Yes, with Dell Easy Arrange, Input Manager and other key features
Picture-in-picture, Picture-by-picture:	Yes
Remote asset manager:	Yes, via Dell Command Monitor
Operating system support:	Windows 10, 8.1, 7
Connectivity	
Connectors:	1 x DP (ver 1.4), 1 x mDP (ver. 1.4), 2 x HDMI (ver. 2.0a), 2 x USB 3.0 upstream ports, 4 x USB 3.0 downstream ports (including 2 x USB 3.0 BC1.2 charging port), Audio line-out
Built-in devices:	USB 3.0 super-speed Hub (with 2 x USB upstream port, 4 x USB 3.0 downstream ports, including 2 x USB 3.0 BC1.2 charging port at 2A max.)
Design features	
Stand:	Yes (tilt: 5°/21°, swivel: 45°/45°, pivot and height-adjustable)
Security:	Security lock slot (security lock not included), anti-theft stand lock slot (to panel)
VESA mounting support:	100mm x 100mm
Power	
AC input voltage/frequency/current:	100 VAC to 240 VAC/50 Hz or 60 Hz + 3 Hz/1.8 A (Max.)
Power consumption (standby/sleep mode):	<0.5 W
Dimensions (with stand)	
Height:	(compressed~extended) 402.6 mm ~ 547.1 mm (15.85 inches ~ 21.54 inches)
Width:	626.4mm (24.66 inches)
Depth:	00.3mm (7.89 inches)
Weight	
Weight (panel only):	5.98kg (13.18 lbs.)
Weight (with stand):	8.40kg (18.52 lbs.)
Shipping weight:	11.55kg (25.46 lbs.)
Components	
	Monitor with stand

3. Monitor	
Cables	
	1 x mDP - DP cable
	1 x HDMI cable
	USB 3.0 upstream cable
	Power cable
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

4. Printer	
LaserJet Pro	
Dimension:	H:8.5”x W: 15” x Depth: 14.06 “
Weight:	18.87lbs.
Printing Details:	
Printing Technology:	Laser
Max. Resolution:	4800 x 600 dpi
Printing Colours:	Black
Warm-up Time:	45 seconds
Time to First Page (Black, Normal):	6.3 seconds
Print Speed (Black Normal Quality, A4/US Letter):	38ppm
Duplex Printing Mode:	Auto
Paper Handling:	
Total Output Capacity:	At least 150 sheets
Max. Output Capacity:	At least 150 sheets
Total No. of Input Trays:	At least 2
Total Input Capacity:	At least 350 sheets
Max. Input Capacity:	At least 900 sheets
Paper Tray Media Type:	Bond Paper, Heavy Paper, Pre-printed, Rough Paper, Envelopes, Labels, Plain Paper, Recycled Paper
Paper Input Type:	Paper tray
ISO A-Series Sizes:	At least A4, A5, A6
Max. ISO-A Series Paper Size:	A4
JIS B-Series Sizes:	At least B5, B6
Non-ISO Print Media Sizes:	At least Legal, Letter
Max. No. of Input Trays:	At least 3
Envelope Sizes:	At least B5, C5, DL
Storage:	
Max. Memory Capacity:	256mB
Display:	
Display Technology:	LCD
Display No. of Lines:	2

4. Printer	
Technical Details:	
Built-in Processor:	Yes
Processor Speed:	1200MHz
Max. Duty Cycle:	80000ppm
Recommended Duty Cycle:	750-4000
Page Description Languages:	PCL 5c, PCL 6, PDF 1.7, PWG, PostScript 3, URF
No. of Print Cartridges:	1
Capacity of Supplied Black/White Toner:	3000 pages
Operating Relative Humidity:	10-80
Operating Temperature:	15-32.5
Sound Pressure Level (Printing):	54dB
Connectivity:	
Interfaces:	USB
Network Ready:	Yes
Ethernet:	Yes
USB 2.0 Ports Quantity:	1
Direct Printing:	Yes
Ethernet LAN Data Rates:	10,100, 1000
Power:	
AC Input Voltage:	220V
AC Input Frequency:	50Hz
Power Consumption (Printing):	495W
Energy Star:	Yes
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	4

5. Scanner	
Portable Duplex Document Scanner with ADF Document Scanner	
Scanner Type:	Sheet-fed, one-pass duplex color scanner
Optical Resolution:	600dpi
Hardware Resolution:	600dpi
Maximum Resolution:	1200dpi
Color Bit Depth:	48-bit input
Grayscale Bit Depth:	24-bit output
Light Source:	3-color RGB LED
Scanning Speed:	25 ppm/50 ipm: 300 dpi Black & White, Color, Gray
Included Software:	
	Epson SmartScan

5. Scanner	
	NewSoft® Presto! BizCard® (software requires Internet connection for download and installation)
Driver Support	TWAIN
Operating Systems:	Windows 7, 8/8.1, 10; Mac OS® X 10.6.8 10.12.x
Humidity:	Operating: 15 – 80% (no condensation)
Operating Temperature:	41 ° to 95 °F (5 ° to 35 °C)
Dimensions:	Product Only: 11.3" x 3.5" x 2.0"
	Product in Package: 15.25" x 5.6" x 3.75"
Weight:	Product Only: 2.4lbs
	Product in Package: 3.85lbs
Power:	
Power Consumption:	
Operation:	8W
Sleep:	0.9W
Ready:	2.5W
Off:	0.3W
Connectivity:	
Standard Connectivity:	SuperSpeed USB 3.0
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

6. Projector	
Technology:	
Projection System	3-chip technology
LCD Panel	0.67-inch panel
Optical:	
Zoom	1-1.6 (Optical Zoom)
Screen Size	45" to 260" [1.51m to 8.89m] (Zoom: Wide) 45" to 260" [2.49m to 14.53m] (Zoom: Tele)
Projection Distance	70" screen 2.37m - 3.89m
Throw Ratio	1.57 (Zoom: Wide), 2.58 (Zoom: Tele)
Projection Lens F Number	1.5 - 2.0
Projection Lens Focal Length	23mm - 38.4mm
Focus Method	Manual Focus
Offset	26.9:1
Image:	
Colour Light Output	4,200 Lumens
White Light Output	4,200 Lumens
Resolution	WUXGA
Native Aspect Ratio	16:10
Contrast Ratio	15,000:1
Lamp Hours	Normal/Eco: 5,000/10,000 Hours

6. Projector	
Lamp Type	300W UHE
Keystone Correction	Vertical: -30 to +30 degrees Horizontal: -30 to +30 degrees
Connectivity:	
Input: Video	1 x RCA (Yellow)
Input: Computer	2 x D-sub 15-Pin (RGB), 1 x USB 2.0 type B
Input: USB Memory Device	1 x USB Type A
Input: Three-In-One USB Display	1 x USB 2.0 type B
Input: Digital	2 x HDMI (1 x MHL)
Input: Audio	1 x RCA (Red/White), 2 x Stereo mini jack
Input: Control	1 x USB 2.0 type B, 1 x RS232C
Input : HDBaseT	NA
Input: Epson USB Document Camera	1 x USB 2.0 type A
Network I/O:	1 x RJ45 (100Mbps)
Wireless Connectivity	included
WiDI/Miracast	NA
Output: Video	1 x D-sub 15 pin (black moulding)
Output: Audio	1 x Stereo mini jack
Speaker Output	16W
Advanced Features:	
EasyMP Network & Control	Yes
EasyMP Network Projection	Yes
PC Free Presentations	Yes
USB Plug 'n Play	Yes
AV Mute Slide	Yes
Instant Off	Yes
Auto Power On	Yes
Direct Power On/Off	Yes
Security	Padlock & Security Cable Hole Kensington®-style lock provision Wireless LAN Unit Lock Password protect function
Colour Modes	Dynamic, Presentation, Cinema, sRGB, Blackboard, DICOM SIM
General:	
Dimensions D x W x H (excluding feet)	291mm x 37mm7 x 110mm
Weight	4.8kg (approximate)
Compatible lamp model	ELPLP95 (New)
Lamp Warranty	12 months or 750 hours

6. Projector	
Power Consumption: Lamp on	Normal/Eco: 410/350W
Power Consumption: Standby	0.5W (communication off)
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

7. Projector Screen	
Unit:	High Quality and Brand New
Operation:	Manual
Viewing Area:	(W X H) 80" X 60"
Diagonal:	100"
Aspect Ratio:	4:3
Gain:	High Contrast 1.3 Gain Screen
Screen Fabric:	Matte White
Viewing Angle:	160 Degree
Product Dimension:	(L x w x H) 100cm x 10cm x 10cm
Product Weight:	7.5kg
Package Dimension:	(L x W x H) 100cm x 12cm x 12.5cm
Package Weight:	7.9kg
Delivery Period	90 to 120 days from receipt of the Notice to Proceed
No. of Units	2

VI. Approved Budget for the Contract

11. The ABC for the project is **Two Million One Hundred Twenty-Six Thousand Three Hundred Twenty-Eight Pesos and Fifty-Eight Centavos (PhP2,126,328.58)**, inclusive of all applicable government taxes and services. The contract price shall include all the costs and profits arising from them or in relation to the services rendered in connection with the engagement and until the end of the contract.
12. Bids received in excess of the ABC shall be automatically rejected at bid opening.

VII. Delivery Schedule, Warranty, and Payment Scheme

13. Delivery Schedule and Warranty

The Supplier shall supply, deliver, and install the ICT equipment within ninety (90) to one hundred twenty (120) days from receipt of the Notice to Proceed. The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

14. In order to assure that manufacturing defects shall be corrected by the Supplier, a

warranty of at least one (1) year shall be required from the Supplier as provided under Section 62.1 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

15. Payment Scheme

Payments to the Supplier shall be made on a **ONE-TIME BASIS**. The PCC shall pay the Supplier within thirty (30) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

VIII. Information Security and Non-Disclosure Agreement

16. To ensure the protection of PCC Information, the Supplier is expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.
17. All data, documents, and records (collectively "Information") to be provided to the Supplier for purposes of delivering the goods are considered confidential information and shall remain the sole property of PCC. The Supplier shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent the unauthorized transfer, disclosure, or use of this information by any third person or entity. The Supplier shall not use the Information for any purpose other than in connection with the delivery of goods. The Supplier shall ensure that it will not retain, after completion of the delivery of goods with which the Information was provided, all or any portion of the Information, in any manner whatsoever.
18. Upon completion of the Services, the Supplier shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

IX. Mode of Procurement

19. The mode of procurement shall be RFQ Shopping provided under the ADB Procurement Rules and Regulations harmonized with the Revised IRR of R.A. No. 9184.

X. Liquidated Damages

20. If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once, the maximum is reached, the procuring entity reserves the right to rescind the contract,

without prejudice to other courses of action and remedies open to it.

XI. Dispute Agreement/Resolution

21. Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.
22. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
23. Any amendments and additional terms and conditions of the Contract must be in writing, signed, and acknowledged by the Parties.

XII. Bank's Anticorruption Policy; Standards of Conduct

24. Anticorruption Policy

The anticorruption policy of the ADB requires that borrowers (including beneficiaries of ADB-financed activity), as well as service providers under ADB-financed contracts, observe the highest standard of ethics during the selection process and in the execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) A "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
- (ii) A "fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (iii) A "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
- (iv) A "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
- (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (vii) "Obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false

statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; (e) materially impeding the Bank's contractual rights of audit or access to information; and

- (viii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the learning service provider recommended for the award has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in the request for proposals and in Contracts financed by ADB, requiring service providers to permit ADB or its representative to inspect their accounts and records and other documents relating to the Financial and Technical Proposals and contract performance and to have them audited by auditors appointed by ADB.

25. Standards of Conduct

The Supplier shall ensure that its employees observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment, and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The learning service provider shall take appropriate action against any employees, Expert, or Sub-Consultants, including suspension or termination of employment, contract, or sub-contract, if any form of unethical or inappropriate behavior is identified.

The following definitions shall apply in these Standards of Conduct:

- (a) "Bullying" is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons, which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse, and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person's self-confidence. Appropriately conveyed criticism, disapproval, negative performance assessment, and similar appraisal, by themselves do not constitute bullying or harassment.
- (b) "Discrimination" is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability.
- (c) "Harassment" is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.
- (d) "Integrity" means a firm adherence to ADB's Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.
- (e) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB, or is illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these standards or other rules, regulations, guidelines, or procedures; or (ii) conduct, actions, or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes, or procedures.
- (f) "Respect" refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity, and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.

- (g) “Retaliation” is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.
- (h) “Sexual Harassment” is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that results in physical, sexual, or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion, or other personnel action or creates an intimidating, hostile, or offensive environment.

Signature:



Email: rroira@phcc.gov.ph











Request for Quotation ICT Equipment for the PCC and UP College of Law [ADB]

Final Audit Report

2023-02-13

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