

Republic of the Philippines TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY

ISO 9001: 2015 Certified



REQUEST FOR QUOTATIONS - SUPPLY of GOODS

For projects governed by Procurement Regulations for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2017)

RFQ No.: G101-A Acquisition and Setup of Multimedia Development Equipment for 17 Innovation Centers and eTESDA PMO (2 lots)

Project: Loan 4268-PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project

Client: Technical Education and Skills Development Authority

Issued on: April 2, 2025

REQUEST FOR QUOTATIONS - GOODS (RFQG)

Project Title

: Acquisition and Setup of Multimedia Development Equipment for 17 Innovation

Centers and eTESDA PMO (2 lots)

Source of

Loan 4268-PHI: Supporting Innovation in Philippine Technical and Vocational

Funding

Education and Training System (SIPTVETS)

Contract Ref

: G101-A

Date of Issue of Request : April 2, 2025

To

Sir/Madam:

- 1. The Purchaser, TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA), hereby requests you to submit price quotation/(s) based on the prevailing market price/(s) for any, all, or a combination of the two (2) lots as follows:
 - Lot 1 Supply and delivery of Multimedia Development Equipment for 17 Innovation (i) Centers and eTESDA PMO
 - Lot 2 Supply of Creative Cloud Software for Teams for 17 Innovation Centers and (ii) eTESDA PMO

To assist you in the preparation of your price quotation/(s) we enclose the necessary Supply and Delivery Schedule, Technical Specifications, 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, you must have experience as a manufacturer or authorized supplier of the items covered by this Request for Quotation/(s) and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of the contract. Specifically:

For Lot 1:

(a) you/your firm must have an experience in supplying multimedia equipment in at least one contract in the last 3 years, where the contract included a portion of the required items or similar multimedia equipment; and

- (b) with one contract of at least Php15,500,000.00; or two (2) contracts of at least Php7,750,000. each. For Lot 2:
- (a) you/your firm must have experience in supplying similar or related <u>software</u> in <u>at least one contract</u> in the last 3 years; <u>and</u>
- (b) with one contract of at least Php4,500,000.00; or two (2) contracts of at least Php2,250,000. each.
- Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the Contract.

Preparation of Quotations

- (a) For each of your selected lot/(s), your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached Form of Quotation with the priced Supply, Delivery and Price Schedule. The currency of quoted prices and payment shall be Philippine Peso.
- (b) The prices should be quoted for supply and delivery to TESDA Central Office, East Service Road, South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City, and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Luzon, Visayas and Mindanao (preferably in the Province where the items will be supplied and installed). See Annex A for the List of Delivery, Installation and Testing locations.
- (c) For each of your selected lot/(s), you shall submit only one set of quotation/(s). Your quotation/(s) 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) For each of your selected lot/(s), 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 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/(s) with the priced Supply and Delivery Schedule should be submitted by 23 April 2025, no later than 12:00 PM in the afternoon, with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address

3F Procurement Division, TESDA Central Office, East Service Road,

South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City

Contact Person

Ms. Jela Mae Arcano - Head, BAC-B Secretariat

Telephone

02-8893-8296

(g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on same date as for quotation submission at 1:30PM in the afternoon and at the following address: PMO Conference Room, PEVOTI Building 3, TESDA Central Office, East Service Road, South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig 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:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) 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/(s) whose quotation/(s) has/have been determined to be substantially responsive to this **Request for Quotation** and who has/have offered the lowest price quotation/(s).
- (k) The Supplier/(s) whose quotation/(s) has/have been accepted will be notified by the Purchaser within sixty (60) days from the date of submission of quotation/(s) through the return of a copy/(ies) of the Form/(s) of Quotation with Acceptance signed by the authorized representative of the Purchaser.
- (I) The successful Supplier/(s) shall sign the **Contract/(s)** governed by the **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in the Philippines.
- 5. Further information can be obtained from:

Name

Ms. Jela Mae Arcano - Head, BAC-B Secretariat

Address

3F Procurement Division, TESDA Central Office, East Service Road, South

Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City

Telephone

02-8893-8296

E-mail

bacsecretariat siptvets@tesda.gov.ph

- 6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract/(s)** resulting from this **Request for Quotation/(s)**.
- 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 award and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for 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 in 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

(a)	Name of Institution:	:					
(b)	Period of debarment, ineligibility, or blacklisting (start and end date):						
(c)	Reason for the debarment, ineligibility, or blacklisti	ng:					
inc cor	u/your firm's, joint venture partners', associates', luding any subcontractors' or suppliers', key offic nvicted] of any criminal offense (including felonies linance which carry the penalty of imprisonment.	ers and directors have not been [cl	harged or				
lf s	o charged or convicted, please state details:2						
(a)	Nature of the offense/violation:	· :					
(b)	Court/Area of jurisdiction:						
(c)	Resolution (i.e. dismissed; settled; convicted/dura	tion 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 br 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 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.

9.

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

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

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

DDG FEMZARDO COLAMBO BAC-B Chairperson (Purchaser)

Annex A. DELIVERY, INSTALLATION & TESTING LOCATIONS

- 1. Regional Training Center Tuguegarao- Tuguegarao; Cagayan
- 2. Regional Training Center Tacloban Tacloban City, Leyte
- 3. Regional Training Center Tagoloan Tagoloan, Misamis Oriental
- 4. Regional Manpower Development Center BARMM
- 5. General Santos National School of Arts and Trades General Santos City, South Cotabato
- 6. Regional Training Center Zamboanga Zamboanga City, Zamboanga del Sur
- 7. Northern Mindanao School of Fisheries Matabao, Buenavista, Agusan Del Norte
- 8. Regional Training Center Iloilo Iloilo City, Iloilo
- 9. Gonzaio Puyat School of Arts and Trades, Pampanga
- 10. Regional Training Center Pili Pili, Camarines Sur
- 11. Cordillera State Institute of Technical Education Irisan, Baguio City
- 12. Regional Training Center NCR Taguig, Metro Manila
- 13. Bangui Institute of Technology, Manayon, Bangui, Ilocos Norte
- 14. Provincial Training Center Rosario, Cavite
- 15. Simeon Suan Vocational and Technical College Oriental Mindoro
- 16. Provincial Training Center Jagna, Bohol
- 17. Davao Oriental Polytechnic Institute Lupon, Davao Oriental
- 18. eTESDA Taguig, Metro Manila

LOT 1 – Supply and delivery of Multimedia Development Equipment for 17 Innovation Centers and eTESDA PMO

Lot 1 - Attachment 1

SUPPLY AND DELIVERY SCHEDULE of Multimedia Development Equipment for 17 Innovation Centers and eTESDA PMO

Instructions to Suppliers: Submit a fully priced Supply, Delivery and Price Schedule. All rows and columns must be filled out according to your offer.

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
1	Tripod	Tripod Specifications Material: Aluminum Alloy Minimum Requirement: Maximum Height: 170 cm Folded length: 80 cm Max. leg diameter: 16mm Ball head pore size: 65mm Sections: 3 Load Capacity: 5 kg Package Contents: 1pc Heavy Duty Video Camera Tripod 1pc Carrying Bag Warranty: One (1) year	set	36			Within sixty (60) days from the date of signing of the contract
2	Customizable control panels for streaming		set	18			Within sixty (60) days from the date of signing of the contract
		One (1) year					

A service de la care	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
	Dual Channel Wireless Microphone System	-	set	18			Within sixty (60) days from the date of signing of the contract

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
4	Video-editing Computer	Computer Specifications Memory: at least 12 GB DDR4-3200 MHz RAM (equivalent or higher) Internal Storage: 512 GB PCIe NVMe M.2 SSD Hard Drive: 1 TB 7200 rpm SATA HDD Processor: Core i7 Processor Graphics Card: Dedicated graphics card with 6 GB GDDR5 memory (equivalent or higher) Mouse and Keyboard included Inclusion/Free: Office productivity software Peripherals Monitor: At least 23.8" FHD 1920 x 1080 Color Gamut (Min) sRGB 95% Refresh Rate 100Hz Warranty: Two (2) year/s	set	18			Within sixty (60) days from the date of signing of the contract
5	Video-editing Monitor	Computer Monitor • At least 23.8" • FHD 1920 x 1080 • Color Gamut 99% sRGB • Low blue light mode • Dual speakers (2W per channel) • 1 VGA • 1 HDMI 1.4 Warranty: • One (1) year	set	18			Within sixty (60) days from the date of signing of the contract

ſ		Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
	6	3-Light Kit	LED Light Panels Quantity: 3 LED Light Panels with Stands Output: 720 Lux at 3.3 feet (5600K, 120°) Color Temperature: Adjustable from 3200K to 5600K; RGB Control Power: AC/DC Operation Color Rendering Index (CRI): 97 Control Options: On-board controls and Bluetooth controls via an app Dimming: Adjustable from 0% to 100% Lighting Effects: 8 preset lighting effects Additional Features Suitable for most 60 to 100-inch TVs or smart boards Equipped with 4 heavy-duty swivel brake castors for easy maneuverability Warranty: One (1) year	set	36			Within sixty (60) days from the date of signing of the contract

<u></u>	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
7	Mirrorless Camera with kit lens	Camera Specifications Sensor: 24.2MP APS-C CMOS Sensor Autofocus: Dual Pixel CMOS AF II Video Recording: AK at 30 fps AK at 60 fps with crop HDR-PQ (High Dynamic Range - Perceptual Quantization) Shooting Speed Electronic Shutter: Up to 23 fps Mechanical Shutter: Up to 15 fps Wiewfinder: 2.36m-Dot OLED Electronic Viewfinder (EVF) LCD Screen: 1.04m-Dot Vari-Angle Touchscreen LCD Connectivity: Wi-Fi and Bluetooth Lens: RF-S 18-45mm f/4.5-6.3 IS STM Lens Accessories: Multi-Function Shoe, Multi-Voltage AC Adapter, 4-Way Barndoor Warranty: Three (3) years Supporting Document: Certificate as authorized reseller / distributor of the brand offered	set	18			Within sixty (60) days from the date of signing of the contract
8	Professional Teleprompter System	Document Display Screen Size: At least 20 inches LCD Self-check Screen: Included Inputs: HDMI, VGA, Composite Output: Preferably supported by at least single HDMI port Accessories Included: Software CD Tripod Caster wheels	set	18			Within sixty (60) days from the date of signing of the contract
		o Carry case <u>Warranty:</u> ● One (1) year					

•

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
9	4K 3-CMOS Sensor Handheld Camcorder	 Camera Specifications Sensor Type: CMOS Sensors Zoom Capability: Preferably (Integrated with at least 12x Optical Zoom Lens) Recording Formats: Supports XAVC Intra/Long, MPEG HD Video Resolution: 4K at 60 frames per second (fps) Recording Simultaneous Recording: Capable of recording in both 4K and HD simultaneously Wireless Connectivity: Built-In 2.4/5 GHz Wi-Fi Battery: Includes BP-U30 Lithium-Ion Batteries Warranty: Three (3) years Supporting Document: Certificate as authorized reseller / distributor of the brand offered 	set	18			Within sixty (60) days from the date of signing of the contract
10	75" Interactive Display	Display Specifications: Resolution: 3,840 x 2,160 pixels (UHD) Picture Scale: 16:9 Connectivity: Wi-Fi, LAN Interfaces: USB 2.0: 4 ports USB 2.0: 4 ports USB 3.0: 2 ports RJ45: 1 port Integrated OPS Computer: Customized specifications for embedded computing. Warranty: One (1) year	set	18			Within sixty (60) days from the date of signing of the contract

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
11	Motorized TV Stand with wheels	Minimum Requirement: Type: Motorized lift-screen heavy duty mobile cart Power Adaptor: Auto swaps between 110V or 240V AC Actuator: High torque 24V DC linear actuator with 500mm travel displacement Maximum Load Capacity: 300 lbs (136.4 kg) Compatible with 65" interactive display Warranty: One (1) year	set	18			Within sixty (60) days from the date of signing of the contract
12	Background Stand Double- Crossbar Backdrop Frame Support System	Minimum Requirement: Material: Aluminum tube designed to hold backgrounds up to 10 feet wide Tube Composition: Each tube composed of 3 interlocking sections Suitability: Perfect for muslin, paper, computer-printed, and canvas backgrounds Package includes: 3 pcs Metal Background Crossbar Set 2 pcs Tri-fold hook 6 pcs Expansion Bar	set	18			Within sixty (60) days from the date of signing of the contract
		 3 pcs chains 8 pcs stainless steel sleeve expansion anchor bolts screws Note: The included items in the package may vary depending on the brand or model selected. However, all packages must ensure the backdrop frame can be installed securely and function properly. Warranty: One (1) year 					

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
13	Chroma Green Screen Backdrop	Minimum Requirement: • Material: Muslin • Color: Chroma Green, Blue, & White • Maximum Dimension Size: • 10.0 x 12.0' / 3.0 x 3.6 m Warranty: • One (1) year	set	18			Within sixty (60) days from the date of signing of the contract
14	Mini Action Camera with Tripod	Camera Specifications: Sensor: 1/1.7" CMOS Lens: Field of View (FOV): 155° Aperture: f/2.8 Solution: Focus Range: 0.3m to infinity ISO Range: Photo/Video: 100-6400 Max Photo Resolution: 4000x3000 pixels Video Capabilities: Up to DCI 4K60, UHD 4K120, 1080p240 Internal Storage: 32GB Additional Features: Magnetic 4K Camera with magnetic adapter mount & lanyard Power module with microSD card slot Waterproof up to 33 feet (10 meters) without housing Image stabilization & horizon leveling Warranty: One (1) year	set	18			Within sixty (60) days from the date of signing of the contract

· · · · ·	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
15	VR Headset	Minimum Requirement: Type: Wireless VR headset (no cables or PC required) Storage Capacity: 256GB Resolution: 1832 x 1920 per eye Platform: Mobile XR platform IPD Adjustment: Built-in with 3 settings Audio: Cinematic 3D positional audio Features: Headset casting capability Includes two touch controllers Glasses spacer included Warranty: One (1) year	set	18			Within sixty (60) days from the date of signing of the contract
	1				Grand Total		

	Signature of the Supplier:
For and on behalf	of
	Name of Authorized Representative

Lot 1 - Attachment 2

TECHNICAL SPECIFICATIONS of Multimedia Development Equipment for 17 Innovation Centers and eTESDA PMO

Instruction to Supplier: All rows and columns must be filled out according to your offer. Do not leave any row/column/item blank.

Item	Item	Technical Specifications	Offered Technical Specifications	Offered Warranty
1	Tripod	Tripod Specifications Material: Aluminum Alloy Minimum Requirement: Maximum Height: 170 cm Folded length: 80 cm Max. leg diameter: 16mm Ball head pore size: 65mm Sections: 3 Load Capacity: 5 kg Package Contents: 1pc Heavy Duty Video Camera Tripod 1pc Carrying Bag Warranty: One (1) year	Brand/Model: Material: Maximum Height: Folded Length: Ball head Pore Size Sections: Load Capacity: Package Contents: Note: Attach copy of brochure / specifications with photo.	Warranty:
2	Customizable control panels for streaming	Compatibility: • Latest different operating system environments Interface: • USB 2.0 Dimension Size: • 118 x 84 x 25 mm / 4.6 x 3.3 x 1.0 in (without stand) Features: • Fifteen (15) customizable LCD keys Warranty: • One (1) year	Brand/Model: Compatibility: Interface: Dimension Size: Features: Note: Attach copy of brochure / specifications with photo.	Warranty:

3 Dual Channel Dual Channel Wireless Microphone System: Brand/Model:	Item No.	Item	Technical Specifications	Offered Technical Specifications	Offered Warranty
Battery Life: In-built rechargeable lithium-ion battery provides up to 7 hours of operation. Warranty: One (1) year	}	Wireless Microphone	 Allows for recording two sound sources simultaneously Transmission and Audio Quality: Series IV 2.4GHz digital transmission with 128-bit encryption. Provides crystal-clear audio at distances up to 200m (line of sight). Optimized for stable operation in dense RF environments Outputs: 3.5mm TRS analog output. USB-C and iOS digital outputs for universal compatibility with cameras, mobile devices, and computers Recording Features: On-board recording capability with over 40 hours of internal memory. Option to record each channel separately or combine them for flexibility in post-production. Additional Features: Safety channel feature. Flexible gain control with a three-stage pad, expandable to 10-stage. Battery Life: In-built rechargeable lithium-ion battery provides up to 7 hours of operation. Warranty: 	Microphone System: Transmission and Audio Quality: Outputs: Recording Features: Additional Features: Battery Life: Note: Attach copy of brochure / specifications with photo.	Warranty:

Item No.	Item	Technical Specifications	Offered Technical Specifications	Offered Warranty
4	Video-editing Computer	Computer Specifications Memory: at least 12 GB DDR4-3200 MHz RAM (equivalent or higher) Internal Storage: 512 GB PCIe NVMe M.2 SSD Hard Drive: 1 TB 7200 rpm SATA HDD Processor: Core i7 Processor Graphics Card: Dedicated graphics card with 6 GB GDDR5 memory (equivalent or higher) Mouse and Keyboard included Inclusion/Free: Office productivity software Peripherals Included in the package: Monitor: At least 23.8" FHD 1920 x 108 Color Gamut (Min) sRGB 95% Refresh Rate 100Hz Warranty: Two (2) year/s	Brand/Model: Memory Internal Storage: Hard Drive: Processor: Graphics Card: Peripherals Note: Attach copy of brochure / specifications with photo.	Warranty:
5	Video- editing Monitor	Computer Monitor • At least 23.8" • FHD 1920 x 1080 • Color Gamut 99% sRGB • Low blue light mode • Dual speakers (2W per channel) • 1 VGA • 1 HDMI 1.4 Warranty: • One (1) year	Brand/Model: Size: Resolution: Standard Gamut: Filter: Speakers: Connector: Note: Attach copy of brochure / specifications with photo.	

Item No.	Item	Technical Specifications	Offered Technical Specifications	Offered Warranty
6	3-Light Kit	 LED Light Panels Quantity: 3 LED Light Panels with Stands Output: 720 Lux at 3.3 feet (5600K, 120°) Color Temperature: Adjustable from 3200K to 5600K; RGB Control Power: AC/DC Operation Color Rendering Index (CRI): 97 Control Options: On-board controls and Bluetooth controls via an app Dimming: Adjustable from 0% to 100% Lighting Effects: 8 preset lighting effects Additional Features Suitable for most 60 to 100-inch TVs or smart boards Equipped with 4 heavy-duty swivel brake castors for easy maneuverability Warranty: One (1) year 	Brand/Model: Quantity: Output: Color Temperature: Power: Color Rendering Index: Control Options: Dimming: Lighting Effects: Additional Features: Note: Attach copy of brochure / specifications with photo.	Warranty:

Item No.	ltem	Technical Specifications	Offered Technical Specifications	Offered Warranty
7	Mirrorless Camera with kit lens	Camera Specifications Sensor: 24.2MP APS-C CMOS Sensor Autofocus: Dual Pixel CMOS AF II Video Recording: AK at 30 fps AK at 60 fps with crop HDR-PQ (High Dynamic Range Perceptual Quantization) Shooting Speed Electronic Shutter: Up to 23 fps Mechanical Shutter: Up to 15 fps Viewfinder: 2.36m-Dot OLED Electronic Viewfinder (EVF) LCD Screen: 1.04m-Dot Vari-Angle Touchscreen LCD Connectivity: Wi-Fi and Bluetooth Lens: RF-S 18-45mm f/4.5-6.3 IS STM Lens Accessories: Multi-Function Shoe, Multi-Voltage AC Adapter, 4-Way Barndoor Warranty: Three (3) years Supporting Document: Certificate as authorized reseller / distributor of the brand offered	Brand/Model: Sensor: Auto focus: Video Recording: Shooting Speed: Viewfinder: LCD Screen: Connectivity: Lens: Accessories: Note: Attach copy of brochure / specifications with photo, and supporting document.	Warranty:

item Item	Technical Specifications	Offered Technical Specifications	Offered Warranty
8 Professional Teleprompter System	Document Display Screen Size: At least 20 inches LCD Self-check Screen: Included Inputs: HDMI, VGA, Composite Output: Preferably supported by at least single HDMI port Accessories Included: Software CD Tripod Caster wheels Carry case Warranty: One (1) year	Brand/Model: Screen Size: Self-check Screen: Inputs: Accessories Included: Note: Attach copy of brochure / specifications with photo.	Warranty:
9 4K 3-CMOS Sensor Handheld Camcorder	Camera Specifications Sensor Type: CMOS Sensors Zoom Capability: Preferably (Integrated with at least 12x Optical Zoom Lens) Recording Formats: Supports XAVC intra/Long, MPEG HD Video Resolution: 4K at 60 frames per second (fps) Recording Simultaneous Recording: Capable of recording in both 4K and HD simultaneously Wireless Connectivity: Built-In 2.4/5 GHz Wi-Fi Battery: Includes BP-U30 Lithium-Ion Batteries Warranty: Three (3) years Supporting Document: Certificate as authorized reseller / distributor of the brand offered	Brand/Model: Sensor Type: Zoom Capability: Recording Formats: Video Resolution: Recording: Wireless Connectivity: Battery: Note: Attach copy of brochure / specifications with photo.	Warranty:
	Certificate as authorized reseller / distributor		

Item No.	Item	Technical Specifications	Offered Technical Specifications	Offered Warranty
10	75"	Display Specifications:	Brand/Model:	
	Interactive	 Resolution: 3,840 x 2,160 pixels (UHD) 	Resolution:	Warranty:
	Display	Picture scale: 16:9	Brightness:	
		Connectivity: Wi-Fi, LAN	Touch Points:	
		Interfaces:	Interfaces:	
		HDMI: 3 portsUSB 2.0: 4 ports	OPS Computer:	
		o USB 3.0: 2 ports	Note: Attach copy of brochure / specifications with photo.	
		o RJ45: 1 port	Note. Attach copy of brochard repcomeditions with photo.	
		Integrated OPS Computer: Customized specifications for embedded computing. Warranty: One (1) year		
11	Motorized TV Stand with wheels	Minimum Requirement: Type: Motorized lift-screen heavy duty mobile cart	Brand/Model:	Warranty:
	Wileels	Power Adaptor: Auto swaps between 110V	Power Adaptor:	
		or 240V AC	Actuator:	
		Actuator: High torque 24V DC linear actuator	Maximum Load Capacity:	
		with 500mm travel displacement	Compatibility:	
	,	Maximum Load Capacity: 300 lbs (136.4 kg) Compatible with 65" interactive display Warranty: One (1) year	Note: Attach copy of brochure / specifications with photo.	

	Background	Minimum Requirement:		
E F	Stand Double- Crossbar Backdrop Frame Support System	Material: Aluminum tube designed to hold backgrounds up to 10 feet wide Tube Composition: Each tube composed of 3 interlocking sections Suitability: Perfect for muslin, paper, computer-printed, and canvas backgrounds Package includes: 3 pcs Metal Background Crossbar Set 2 pcs Tri-fold hook 6 pcs Expansion Bar	Brand/Model: Material: Tube Composition: Suitability: Package Inclusion: Note: Attach copy of brochure / specifications with photo.	Warranty:
		 3 pcs chains 8 pcs stainless steel sleeve expansion anchor bolts screws Note: The included items in the package may vary depending on the brand or model selected. However, all packages must ensure the backdrop frame can be installed securely and function properly. Warranty: One (1) year 		
8	Chroma Green Screen Backdrop	Minimum Requirement: Material: Muslin Color: Chroma Green, Blue, & White Maximum Dimension Size: 10.0 x 12.0' / 3.0 x 3.6 m Warranty: One (1) year	Brand/Model: Material: Color: Size: Note: Attach copy of brochure / specifications with photo.	Warranty:

tem Item No.	Technical Specifications	Offered Technical Specifications	Offered Warranty
14 Mini Action Camera with Tripod	Camera Specifications: Sensor: 1/1.7" CMOS Lens: Field of View (FOV): 155° Aperture: f/2.8 Somm Format Equivalent: 12.7mm Focus Range: 0.3m to infinity ISO Range: Photo/Video: 100-6400 Max Photo Resolution: 4000x3000 pixels Video Capabilities: Up to DCI 4K60, UHD 4K120, 1080p240 Internal Storage: 32GB Additional Features: Magnetic 4K Camera with magnetic adapter mount & lanyard Power module with microSD card slot Waterproof up to 33 feet (10 meters) without housing Image stabilization & horizon leveling Warranty: One (1) year	Brand/Model: Sensor: Lens: ISO Range: Photo Resolution: Video Capabilities: Internal Storage: Additional Features: Note: Attach copy of brochure / specifications with photo.	Warranty:
15 VR Headset	Minimum Requirement: Type: Wireless VR headset (no cables or PC required) Storage Capacity: 256GB Resolution: 1832 x 1920 per eye Platform: Mobile XR platform IPD Adjustment: Built-in with 3 settings Audio: Cinematic 3D positional audio Features: Headset casting capability Includes-two-touch-controllers Glasses spacer included Warranty: One (1) year	Brand/Model:	Warranty:

AFTER SALES SERVICE FACILITIES

Instruction to Supplier: For your quoted brands, please provide the list of After Sales Service Facilities located in Luzon, Visayas and Mindanao (preferably in the Province where the items will be supplied and installed). This is required to be filled out.

Brand / Company Name	Name of After Sales Service	Facility	Address	5
	LUZON			
	·	į		
			1	
			<u> </u>	
	:		<u>.</u>	
F	VISAYAS			
	110,1170		1	
		·		
			,	
			:	
,				
			:	
	MINDANAO			
	IVIIIVIDANAO		<u> </u>	
			÷	
		· · · · · · · · · · · · · · · · · · ·		
	<u> </u>		L	<u></u>
	•			
	:		:	
			Signature of the	Supplier:
	For and on behalf of		: 	
			± .	
	:	Name o	f Authorized Repr	esentative

ELIGIBILITY

Instruction to Supplier: Please fill out completely and refer to RFQG para. 3(a) and 3(b) for the eligibility requirements. This is required to be filled out.

Client Name	*Amount of Contract / Purchase Order	Date of Contract / PO (should be from 2021-2024 only)
1.		
2.		

*Note: Amount of contract / PO should be:

- (a) At least Php15,500,000 for one (1) contract; OR
- (b) At least Php7,750,000 for two (2) contracts.

Attach copy of Contract / PO or any proof showing Client's Name and Amount.

	Signature of the	e Supplier:
For and on behalf of		
N:	ame of Authorized Ren	resentative

FORM OF QUOTATION Multimedia Development Equipment for 17 Innovation Centers and eTESDA PMO

(Date)	1
To: TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY Central Office, East Service Road, South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City	
We offer to execute the Supply and delivery of Multimedia Development Equip Innovation Centers and eTESDA PMO in accordance with the Contract Terms and Condit priced Supply and Delivery Schedule accompanying this Quotation for the Contract Terms and Condit priced Supply and Delivery Schedule accompanying this Quotation for the Contract Terms and Condition for the Contract Terms	ions and the act Price of [name of
This Quotation and your written acceptance will constitute a binding Contract between 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 a conditions imposed by the Request for Quotation document and the Contract Terms and respectively.	nd Warranty
We: (a) are a national of an ADB member country; (b) have not been associated with prepared the design and specifications of the contract that is subject of this request for quo not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended Development Bank; and (e) to the best of our knowledge, is not prohibited from being compliance with a decision of the United Nations Security Council.	ation; (c) are by the Asian
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 to supply and deliver the goods. Attai	ched is the
Contract with accepted Contract price for Supplier's signature to be submitted to the Purchas	er within 15
days from receipt. Please provide a Performance Security for the due performance of the Con	tract, within
15 days of receipt of this returned Form of Quotation, in the amount equivalent to 10% of t	he Contract
Price.	

Name of Purchaser	: <u> </u>	
Authorized Signature	:	
Name of Signatory	·	
Title of Signatory	:	
Date	:	

CONTRACT

Name of Country: Philippines

Project Name: Loan 4268-PHI: Supporting Innovation in Philippine Technical and Vocational Education and Training System (SIPTVETS) Project

Name of Contract: Supply and delivery of Multime and eTESDA PMO	dia Development Equipment for 17 Innovation Centers
Contract Number: G101-A (Lot 1)	
This Contract is entered into on[date]	Purchaser") on the one part, and[name of
Whereas the Purchaser has requested for quotation by Supplier in accordance with the Contract , and has of[amount in words][amount in figures] hereinafte	n for [description of goods] to be supplied as accepted the Quotation by the Supplier in the amount or called "the Contract Price".
viz:	orm and be read and construed as part of this Contract,
 a) Form of Quotation, with Supply and Deli- 	very Schedule;
b) Contract Terms and Conditions; and	
c) Technical Specifications	
Supplier hereby enters into this Contract with	the Purchaser to the Supplier as provided herein, the the Purchaser to execute and complete the supply of efects therein in conformity with the provisions of this
 The Purchaser agrees to pay the Supplier, in or the remedying of defects therein, the Contra Quotation, under payment terms stipulated in 	onsideration of the supply and delivery of the goods and act Price as indicated and accepted in the Form of the Contract Terms and Conditions.
IN WITNESS whereof the parties hereto have exemplify prince on the date indicated above.	ecuted the Contract under the laws of Republic of the
	!
Signature and seal of the Purchaser: For and on behalf of	Signature and seal of the Suppler: For and on behalf of
Name of Authorized Representative	Name of Authorized Representative
Manie of Authorized Representative	Traine of Additionaged Propressionality

CONTRACT TERMS AND CONDITIONS

Project Name: Supply and delivery of Multimedia Development Equipment for 17 Innovation Centers and eTESDA PMO

Purchaser: Technical Education And Skills Development Authority

Package No.: G101-A (Lot 1)

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 fulfilment 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.

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 <u>ADB's Anticorruption Policy</u> (1998, as amended to date) and <u>Integrity Principles and Guidelines</u> (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 schedule indicated in the **Supply and Delivery Schedule** but not exceeding two (2) months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

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

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

10. Taxes and Duties

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 of the contract price shall be made in the following manner:
 - (a) 50% within 30 days from receipt by the Purchaser and installation/testing of the delivered goods on first 10 sites in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents;
 - (b) 40% within 30 days from receipt by the Purchaser and installation/testing of the delivered goods on the next 8 sites in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents, and successful conduct of training on the operation, basic troubleshooting and maintenance of the multimedia equipment; and
 - (c) 10% within 30 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

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

13.	Def	ects

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

Facility _		 	<u></u>	
Address	 			

14. Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the ______ [arbitration law or rules of the Purchaser's country].

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.

16. Force Majeure

- 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, 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

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 are being made,
 - (a) the Purchaser is obligated to notify the Supplier, with 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.



Lot 2 - Attachment 1

SUPPLY AND DELIVERY SCHEDULE of Creative Cloud Software for Teams for 17 Innovation Centers and eTESDA PMO

Instructions to Suppliers: Submit a fully priced Supply, Delivery and Price Schedule. All rows and columns must be filled out according to your offer.

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
1	Creative Cloud Software for Teams	Minimum Requirement: Operating System: Multiple platforms supported	unit	18			Within sixty (60) days from the date of signing of the contract
	ioi realiis	 Language: Multi-Asian languages Product Type: Team Licensing/Enterprise Licensing Transferable license as managed by the institutions Includes training on the use of different software applications as applied in photo editing, video editing, illustration, graphic design and layout for branding and marketing materials 					
		 Mode of training: Instructed-led, Inperson training No. of participants / training: 36 pax Location: National TVET Trainers					

Lot 2 - Attachment 2

TECHNICAL SPECIFICATIONS of Creative Cloud Software for Teams for 17 Innovation Centers and eTESDA PMO

Instruction to Supplier: All rows and columns must be filled out according to your offer. Do not leave any row/column/item blank.

Item No.	ltem	Technical Specifications	Offered Technical Specifications	Offered Warranty
1	Creative Cloud Software for Teams	Minimum Requirement: Operating System: Multiple platforms supported Language: Multi-Asian languages Product Type: Team Licensing/Enterprise Licensing Transferable license as managed by the institutions Includes training on the use of different software applications as applied in photo editing; video editing, illustration, graphic design and layout for branding and marketing materials Mode of training: Instructed-led, Inperson training No. of participants / training: 36 pax Location: National TVET Trainers Academy, Marikina No. of training(s): one (1) Duration: 3 years (Supplier to execute a Sworn Affidavit committing to pay the renewal of subscriptions for Year 2 and	Trainings included:	Warranty:
L		Year 3)		i

AFTER SALES SERVICE FACILITIES

Instruction to Supplier: For your quoted brands, please provide the list of After Sales Service Facilities located in Taguig City and/or the National Capital Region. This is required to be filled out.

ss	Address	Name of After Sales Service Facility	Brand / Company Name
_			
the Supplie	Signature of th	For and on behalf of	
the Supplie	Signature of th	For and on behalf of	

ELIGIBILITY

Instruction to Supplier: Please fill out completely and refer to RFQG para. 3(a) and 3(b) for the eligibility requirements. This is required to be filled out.

Client Name	*Amount of Contract / Purchase Order	Date of Contract / PO (should be from 2021-2024 only)
1.		
2.		
	:	

*Note: Amount of contract / PO should be:

- (a) At least Php4,500,000 for one (1) contract; OR
- (b) At least Php2,250,000 for two (2) contracts.

Attach copy of Contract / PO or any proof showing Client's Name and Amount.

For and on behalf of_	Signature of th	e Supplier:
: -		
	Name of Authorized Ren	resentative

FORM OF QUOTATION
of Creative Cloud Software for Teams for 17 Innovation Centers and eTESDA PMO

		· · · · · · · · · · · · · · · · · · ·	(Date)
Central Office, East S Luzon Expressway,	ATION AND SKILLS DEVELO Service Road, South ern Bicutan, Taguig City	PMENT AUTHORITY	
Centers and eTESDA Pland Delivery Schel	cute the Supply of Creative MO accordance with the Control dule accompanying this	ract Terms and Condition Quotation for the and numbers] (delivery of Goods describ	ns and the priced Supply Contract Price of [name of
understand that you are r	nd your written acceptance was not bound to accept the lowes irm that this Quotation comple Request for Quotation do	t or any Quotation you reco	the Offer and Warranty
prepared the design and not owned by the Purch Development Bank; and	ional of an ADB member cour specifications of the contract aser; (d) are not currently s (e) to the best of our know on of the United Nations Secu	that is subject of this requanctioned or temporarily vieldge, is not prohibited f	uest for quotation; (c) are suspended by the Asian
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 to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.

Name of Purchaser	• <u> </u>
Authorized Signature	:
Name of Signatory	
Title of Signatory	
Date	

CONTRACT

Name of Country: Philippines

Project Name: Loan 4268-PHI: Supporting Innovation in Philippine Technical and Vocational Education and Training System (SIPTVETS) Project

PΜ		ware for Teams for 17 Innovation Centers a	ind e i ESDA	
Co	ntract Number: G101-A (Lot 2)			
Pure	s Contract is entered into on[date] thaser] (hereinafter called "the olier] (hereinafter called "the Supp	Purchaser") on the one part, and	name of	
by :	ereas the Purchaser has requested for quotatio Supplier in accordance with the Contract , and h [amount in words] [amount in figures] hereinafte	as accepted the Quotation by the Supplier in		
	Purchaser and the Supplier agree as follows: The following documents shall be deemed to folio viz:	orm and be read and construed as part of t	his Contract,	
	d) Form of Quotation, with Supply and Deli	very Schedule;		
	e) Contract Terms and Conditions; and		· : !	
	f) Technical Specifications			
5.	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 .			
6.	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 .			
	WITNESS whereof the parties hereto have exellippines on the date indicated above.	ecuted the Contract under the laws of Rep	ublic of the	
	gnature and seal of the Purchaser: or and on behalf of	Signature and seal of the Suppler: For and on behalf of		
N	ame of Authorized Representative	Name of Authorized Representative		

CONTRACT TERMS AND CONDITIONS

Project Name: Supply of Creative Cloud Software for Teams for 17 Innovation Centers and eTESDA PMO

Purchaser: Technical Education And Skills Development Authority

Package No.: G101-A (Lot 2)

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 fulfilment 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

3.2 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 <u>ADB's Anticorruption Policy</u> (1998, as amended to date) and <u>Integrity Principles and Guidelines</u> (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 schedule indicated in the **Supply and Delivery Schedule** but not exceeding two (2) months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

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

Supplier confirms compliance with 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, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before 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 of the contract price shall be made in the following manner:
 - (a) 50% within 30 days from successful access to and installation of the software, and submission
 of sworn affidavits of renewal (or whatever is appropriate for the goods being procured)
 including the required documents;
 - (b) 40% within 30 days upon successful conduct of the training;; and
 - (c) 10% within 30 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

12.1 Goods offered should be covered by 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 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Address	

14. Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the ______ [arbitration law or rules of the Purchaser's country].

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.

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, 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 are being made,
 - (a) the Purchaser is obligated to notify the Supplier, with 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.