

Manila

Service Quotation No. 011-2021

ALVIN P. DIAZ, Director IV
Central Administration Office

[illegible]

After having carefully read and accepted your General conditions, I/We quote you on the item at prices noted above and bind ourselves to deliver the above articles/merchandise within _____ working days from receipt of your valid Purchase Order (PO). The quotation are good only up to

TIN No. : _____

GENERAL CONDITIONS

1. The bidders are required to submit brochures, literatures, pictures and technical data pertaining to the brand and model of the equipment being offered.
2. The quotation will not be considered unless it is properly signed by the bidder's authorized representative.
3. All prizes quoted herein are valid and binding for a period of sixty (60) days.
4. Bidder shall be responsible for the source of his equipment.
5. Subject to the provisions of the preceeding paragraph, where awardee has accepted a Job Order (JO) but fails to deliver the required products within the time called for in the same order, he must return the order accompanied by written explanations within the period of delivery of the merchandise. Thereafter, if the awardee has not completed delivery within the period, the subject JO shall be cancelled and the award shall be withdrawn from that supplier. The DOF shall then purchase the required item from such other sources as it may determine, with the price difference to be charged against the defaulting awardee.
6. The DOF reserves the right to reject any or all quotations, to waive any formality therein or to accept such quotations as may be considered most advantageous to the government.

Manila

Service Quotation No. 011-2021

Gentlemen :

Please quote your lowest price on the item listed below, subject to the General Conditions at the back hereof and submit your quotation duly signed by your representative in sealed envelope direct to the Bids and Awards Committee (BAC) Chairperson or thru the authorized canvasser of this Department not later than _____ the time and date of the opening of the sealed quotation.

ALVIN P. DIAZ, Director IV
Central Administration Office

QUANTITY	UNIT	ARTICLE / MERCHANDISE / SPECIFICATION	UNIT PRICE	TOTAL
1	lot	<p>AXWAY Maintenance and Support Renewal</p> <p><i>(please see attached Terms of Reference)</i></p> <p>NOTE: Please include the following required documents upon submission of your proposal</p> <p>1. Mayor's/ Business Permit</p> <p>2. PhilGEPS Reg Number/ Certificate</p> <p>3. Omnibus Sworn Statement</p> <p>Said documents shall be used for evaluation purposes</p> <p><i>(for CMIO use)</i></p>		

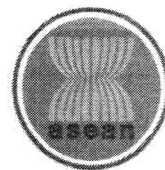
After having carefully read and accepted your General conditions, I/We quote you on the item at prices noted above and bind ourselves to deliver the above articles/merchandise within _____ working days from receipt of your valid Purchase Order (PO). The quotation are good only up to

Canvassed by:

Supplier : _____
By : _____
Tel. No.: _____
TIN No. : _____

GENERAL CONDITIONS

1. The bidders are required to submit brochures, literatures, pictures and technical data pertaining to the brand and model of the equipment being offered.
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6. The DOF reserves the right to reject any or all quotations, to waive any formality therein or to accept such quotations as may be considered most advantageous to the government.



Ref. No. AECD-MID/TFD-CUST/GEN/030-06.19

17 June 2019

ASSOCIATION
OF SOUTHEAST
ASIAN NATIONS

Mr. Gil S. Beltran
Undersecretary and Chief Economist
Department of Finance of the Philippines

The ASEAN Secretariat
70 A Jl. Sisingamangaraja
Jakarta 12110
Indonesia

Phone: (62-21) 726 2991
(62-21) 724 3372
Fax: (62-21) 739 8234
(62-21) 724 3504

Dear Mr. Gil S. Beltran,

Subject: Transfer of ASEAN Single Window (ASW) Gateway Software License

public@asean.org
www.asean.org

I would like to refer to the US - ASEAN Connectivity through Trade and Investment (US-ACTI) Programme (Programme) which has ended on 3 December 2018. Nathan Associates Inc., the US-ACTI contractor has transferred the property of the Programme as referred in Attachment I of this letter to ASEAN on 15 May 2019 to ensure the operational sustainability of ASEAN Single Window (ASW). The property includes the software's licenses which have been provided by Axway Pte Ltd to Nathan Associates Inc. These licenses are intended subsequently to be transferred to the ASEAN Member States that are using the software provided by Nathan Associates Inc. in the Programme to continue paying for maintenance fees to operate their respective ASW Gateway.

In light of the above, ASEAN hereby transfer all right, title, interest in and physical possession of the software licenses set forth in Attachment I hereto (License) to the Department of Finance of the Philippines pursuant to the provisions provided below:

1. The License details are listed in Attachment I of this letter.
2. The Department of Finance of the Philippines will pay an annual maintenance fee for the License pursuant to the quotation to be issued by Axway.
3. Intellectual Property:
The License is off the shelf software provided by Axway Pte Ltd for use in the ASW. ASEAN transfers its license to use the License subject to the Axway Software End User License Agreement in Attachment II of this letter.
4. Upon effective date of this transfer, ASEAN shall no longer have any rights and liability to the License and Department of Finance of the Philippines shall be the sole right holder of the License.
5. This letter and the transfer of License shall become effective on the date of agreement and acknowledgement from Department of Finance of the Philippines as indicated below.

We would very much appreciate if you would acknowledge receipt of and approval to this letter as well as confirm that the License has been received by your office.

Sincerely yours,

Aladdin D. Rillo
Deputy Secretary-General of ASEAN
for ASEAN Economic Community

Attachment I
List of License to be Transferred

Transferor: ASEAN

Recipient: Department of Finance of the Philippines

✓	Location of Installation	License Number	Product Name/Model	QTY	Cost Per Unit	Total Cost	Present Value per Unit
1	Philippines - Production Server	GI915587	Gateway Interchange	1	\$32,500	\$32,500	\$32,500
2	Philippines - Test Server	GI915591	Gateway Interchange	1			

Attachment II
Axway Software End User License Agreement

Article 1 – Use of Axway's Product

1.1. As of the Effective Date of this Agreement, Axway grants to Customer¹, subject to the terms and conditions of this Agreement, a non-exclusive, non-assignable and non-transferable right to Use the Axway's Product for the sole Customer's business purposes specified in the Axway's technical and commercial proposal. The Product, including portions and information or materials thereof, may not be used for any purpose that would be a violation of this Agreement. All rights not addressed herein are specifically reserved by Axway. Customer shall not Use the Product to provide services to third parties, including ASP, facilities management, outsourcing, unless expressly provided for in the Axway's technical and commercial proposal.

1.2. If Customer wishes to permanently transfer the Licensed Component to a new Operating Environment, the Purchase Order associated with this Agreement will have to be updated accordingly. Once the transfer has been made to the new authorized Operating Environment, Customer shall erase the Licensed Component from the former Operating Environment, within the time frame allowed in the Purchase Order or, if none stated, then sixty days.

1.3. Customer has the right to make one back-up copy of the Axway's Product for archival purpose only. Any other copies, reproductions and summaries of the Axway's Product or Documentation are prohibited.

Article 2 – Delivery and Warranty

"Defect" means a reproducible error or material defect in the Product that prevents it from operating materially in accordance with its Documentation

2.1. Axway shall provide Customer with the Axway's Product in object code form and with the Documentation. Full title to the Hardware Product passes to Customer upon Delivery. Products are delivered Free On Board (FOB) shipping point with freight and insurance prepaid.

2.2. Axway represents and warrants that, for a period of 90 days from Delivery ("**Warranty Period**"), the Product will conform to and perform in accordance with the Documentation. Unless certified by Axway, Axway does not warrant that the Product will operate in combination with other software selected by Customer, or that the Product will operate uninterrupted or free of non-material errors. Axway will modify, repair or replace the Product, at no additional charge, to correct any Defect, provided that Customer reports the Defect to Axway during the Warranty Period. In the event that Axway is unable after reasonable efforts to correct any such Defect in a Product during the Warranty Period, Customer may, in Customer's sole discretion, terminate this Agreement in writing, discontinue use of and return such Product (along with any copies, if applicable) and then receive a full refund of the fees paid by Customer for

¹ Nathan Associates is the initial customer for the software but Nathan Associates has transferred the software to ASEAN for the purpose of ongoing live operation. ASEAN will transfer the software to the respective ASEAN Member States.

that Product. Axway further warrants that the Product as provided by Axway will not contain any malicious code, program, or internal component (e.g., computer worm) and will have been screened using customary procedures in the industry for viruses. THE REMEDIES DESCRIBED IN THIS ARTICLE 2 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS CONTAINED IN AND FOR THE PERFORMANCE OF THE PRODUCT.

2.3. The limited warranties in Section 2.2 are conditioned upon Customer's Use of the Product in accordance with the terms of the Documentation, and shall not apply to the extent that an error occurs because of and would not have occurred but for: (i) modifications made to the Product by a party other than Axway; (ii) Customer's failure to implement enhancements provided by Axway; or (iii) Use of the Product in connection with any operating system, computer equipment or device which does not meet the minimum requirements set forth in the Documentation.

2.4. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 2, ALL OTHER WARRANTIES ARE DISCLAIMED. AXWAY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Article 3 – Support Services

3.1. Upon payment of the applicable fees, Axway will provide technical Support Services, at the level specified on the Purchase Order and under the terms specified in Axway's support policies attached to the Axway's technical and commercial proposal.

3.2. Axway is under no obligation to provide Support Services (i) if there has been a modification or attempted modification of the Product (other than modifications made by Axway and delivered as part of the Product) or the Product has been improperly installed by Customer or operated or used other than in accordance with this Agreement and the Documentation; or (ii) if Customer has refused, delayed or otherwise failed to implement a release or other modification that Axway has provided or recommended.

Article 4 – Intellectual Property

4.1. Only a right to Use the Axway's Product is granted to Customer; any extension of the right granted shall be subject to Axway's prior written consent. The parties acknowledge and agree that Customer has only Use rights with respect to the Axway's Product, but Customer owns the Hardware Product. Axway retains title in and to the Axway's Product, including any portion thereof and information, materials or copy made from it or any part of it and copyright in the Axway's Product.

4.2. If Customer wishes to make the Axway's Product interoperable with other programs, other than as envisaged in the Documentation, the parties will work together to create an interoperability plan that does not violate this Article.

4.3. Except as otherwise provided for in this Agreement or permitted under applicable law, Customer will not, directly or through any person or entity, in any form or manner

(i) copy, sublicense, lease, assign, distribute, reproduce, incorporate, use or allow access to the Product or modify, prepare derivative works from the Axway's Product except as explicitly permitted under this Agreement or (ii) decrypt, extract, decompile or otherwise reverse engineer the Axway's Product, or otherwise disassemble, derive or attempt to derive the source code of, or any processes, methods, specifications, protocols, algorithms, interfaces, data structures, or other information embodied or used in, the Axway's Product. The restrictions of this Article 4 shall survive the termination of the Agreement.

4.4. If, in the performance of any Additional Services hereunder, Axway is required to use any Customer supplied programs, Customer hereby warrants that it has obtained any necessary authorizations and licenses required to allow Axway to access and use such program as necessary for performance of the Services. Customer shall provide any associated supporting documentation to Axway promptly upon request.