
INVITATION TO BID FOR

SUBSCRIPTION OF ENTERPRISE CLOUD-BASED E-SIGNATURE SERVICE FOR THE PHILIPPINE COMPETITION COMMISSION

1. The *Philippine Competition Commission (PCC)*, through the *F.Y. 2024 Budget pursuant to the General Provision of the National Expenditure Program (NEP) and Section 7.6 of the Revised 2016 Implementing Rules and Regulations of the Republic Act No. 9184*, intends to apply the sum of *One Million Six Hundred Thousand Pesos (PhP1,600,000.00)* being the ABC to payments under the contract for the *Subscription of Enterprise Cloud-based E-signature Service for the Philippine Competition Commission* under *Invitation to Bid (IB) No. 2024-EPA-0008*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project within five (5) years from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *PCC* and inspect the Bidding Documents at the address given below during *office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *06 November 2023* from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of *Two Thousand Pesos (PhP2,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity,

provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The **PCC** will hold a Pre-Bid Conference on **13 November 2023, 1:30PM** at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
7. Bids must be duly received by the PBAC Secretariat through **IB No. 2024-EPA-0008** on **28 November 2023, 12:00NN** at **25^F Vertis North Corporate Center 1, North Avenue, Quezon City** or via **e-bid submission through this link: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **28 November 2023, 1:30PM** at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be **both password-protected**. Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website. In case of tie, bidders' presence is required during tie breaking through toss coin or draw lots.
11. The **PCC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

THE SECRETARIAT

*Bids and Awards Committee
Philippine Competition Commission
25F Tower 1, Vertis North Corporate Center,
North Avenue, Quezon City
Telephone No.: (02) 771-9722 local 204
e-mail: procurement@phcc.gov.ph or cpsioson@phcc.gov.ph*

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/>

For online bid submission: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>

03 November 2023



ATTY. JOSEPH MELVIN B. BASAS
Chairperson, PCC Bids and Awards Committee

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TERMS OF REFERENCE

Subscription of Enterprise Cloud-based E-signature Service for the Philippine Competition Commission

I. RATIONALE:

In line with the Office Circular No. 2022-002 stating the Guidelines on the Use of Digital and electronic Signatures for Financial and Administrative Transactions which incorporates the Electronic Commerce Act of 2000², the Executive Order No. 810 (s. 2009) facilitated by the Department of Information and Communications Technology (DICT) and the GPPB Resolution No. 16-2019 which is all relevant to the use of electronic signatures in government transactions.

The PCC requires a secure cloud-based technology solution that will satisfy its operational demands to reach operational objectives and minimize delays in document processing. The system must allow PCC to organize, track, and securely route papers to its officials and employees for signing and approval.

II. OBJECTIVE

1. To provide a system that allows electronic documents to be routed from any location and on any device (e.g. tablet, phone, or computer).
2. To provide a safe and secure document approval procedure that allows transactions to be processed more quickly.

III. SCOPE OF WORK

1. 12-month Adobe Sign Subscription is from **March 2024 to February 2025** for **40** users;
2. Submit manufacturer's catalog and product data;
3. Service Level Agreement
 - Provide a single point of contact for technical and customer support, either by phone or electronic mail.

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget for the project is One Million Six Hundred Thousand Pesos (Php 1,600,000.00) only from March 2024 to February 2025, inclusive of all applicable government taxes, service charges. The contract price shall include all the costs and profits arising from, or in relation to the services rendered in connection with the engagement and until the end of the contract.



V. MODE OF PROCUREMENT

The mode of procurement shall be Competitive Bidding provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

VI. DELIVERABLES AND SCHEDULE OF PAYMENT

Payment shall be made on a ONE TIME PAYMENT and must be approved by the Director of the Administrative Office and endorsed by the Chief of the Information and Communication Technology Division. The PCC shall pay the winning bidder within fifteen (15) 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, and upon completion of all the deliverables / documentary requirements.

Payment shall be released and claimed within PCC premises.

VII. SCHEDULE OF REQUIREMENTS

Must complete the installation and provisioning within thirty (30) calendar days from receipt of Notice to Proceed.

VIII. QUALIFICATION OF THE SUPPLIER

The Bidder/s should be legally registered in PhilGEPS and has secured a BIR Tax Certificate and/or Clearance, and duly registered with DTI/SEC/CDA to be eligible to submit bids. Similarly, the bidder/s should have the following minimum qualifications:

1. Should be an established IT company running for more than 5 years in the industry.
2. Must submit certification of authorized distributorship / Dealership / Resellership from the distributor / manufacturer of the product/s offered by the Adobe.
3. Should submit copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts. Similar contracts refer to provision of subscription-based e-signature.

IX. TECHNICAL SPECIFICATIONS

Minimum and/or equivalent functional requirements, technical specifications, features, characteristics, and numbers:

1. Supports tracking and management of E-Signature transactions.
2. Systematically route document approval thru electronic signature via electronic mail that supports workflow and integration to Microsoft 365. Integrate e-signatures into Microsoft Teams, Outlook, Word, and PowerPoint.
3. Generation of automatic email reminder and notifications that is customizable for organization branding and logo.
4. Central account administration to manage users and group assignment.
5. Supports transfer of signature tasks with account delegation.
6. Supports multiple methods to authenticate signer's identity.

- Direct email to the recipient containing a unique link to the document.
 - Another layer of authentication for verifying user's identity thru pin or other method of authentication.
7. Supports one to many signers' feature.
 8. Supports digital signature or also known as advanced use of a certificate digital ID and PIN for signing.
 9. Supports final selection of storage of the document to the repository or e-vault of choice.
 10. Must support OneDrive as storage repository of the final document.
 11. Supports building and generation of customized reports.
 12. Meet security compliance with ISO 27001 and SOC 2 Type 2

X. INFORMATION SECURITY AND NON-DISCLOSURE AGREEMENT

To ensure protection of PCC assets, service providers are expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, backup files and Virtual Machine (VM) configuration files and metadata (collectively "Information"), whenever applicable, shall be provided to the Service Providers for purposes of delivering the Services, shall be considered confidential information and shall remain the sole property of PCC. The Service Providers shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. Service Providers shall not use the Information for any purpose other than in connection with the Services. Service Providers shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

Upon completion of the Services, all Information shall be deleted by PCC. The Service Provider 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.

XI. LIQUIDATED DAMAGES

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.

XII. DISPUTE AGREEMENT / RESOLUTION

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.

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

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:



CHRISLYN JOY P. SIOSON
ISA II, AO-ICT Division

Reviewed by:



ALLAN ROY D. MORDENO
Chief, AO-ICT Division

Approved by:



JESON Q. DE LA TORRE
Director IV, Administrative Office

CONFORME:

Name and Signature of Authorized Representative

Designation

Name of Company

Date