

## **INVITATION FOR NEGOTIATED PROCUREMENT (REFERENCE NUMBER: 2022-01-0034)**

### **Procurement of Management Services for Voice-over Internet Protocol Telecommunication System for the Philippine Competition Commission**

*(Pursuant to Section 53.1 of the Revised Implementing Rules and Regulations  
of Republic Act 9184 on Two Failed Biddings)*

1. In view of the two (2) failed public biddings, the **Philippine Competition Commission (PCC)** invites suppliers to participate in the negotiation for the **Procurement of Management Services for the Voice-over Internet Protocol Telecommunication System of the Philippine Competition Commission;**
2. The PCC intends to apply the sum of **Two Million Five Hundred Forty Thousand Pesos (PhP2,540,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the aforesaid provision with the Terms of Reference hereof;
3. The PCC now invites interested parties to negotiate the procurement of aforesaid project on **27 January 2020 at 1:30 P.M.** through **teleconferencing via Microsoft Teams;**
4. Negotiation 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 5183.
5. Following completion of the negotiations, prospective service providers shall submit the best proposal based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in Annex A hereof, to PCC Bids and Awards Committee (PBAC) at the address below or through the **PCC E-bid Submission System**<sup>1</sup> on or before **12:00 N.N. of 04 February 2022.**
6. The PCC reserves the right to accept or reject any proposal, to annul the negotiation process, and to reject all proposals at any time prior to contract award in accordance with Section 41 of RA 9184 and its 2016 Revised Implementing Rules and Regulations, without thereby incurring any liability to the affected negotiation participant or participants.

<sup>1</sup> <https://www.phcc.gov.ph/e-bid-submission-system/>

7. For further information, please refer to:

**The Secretariat**

Bids and Awards Committee

Philippine Competition Commission

25/F Vertis North Corporate Center I

North Avenue, Quezon City 1105

Telephone No.: (02) 8771-9722 local 204

e-mail: [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [bac@phcc.gov.ph](mailto:bac@phcc.gov.ph)



**JESON Q. DE LA TORRE**

Chairperson

PCC Bids and Awards Committee

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# Checklist of Documentary Requirements

## I – Opening of Bids

A.1 Eligibility Documents (Bidder shall submit its PhilGEPS Platinum Registration Certificate, as deferred thru GPPB Circular 07-2017), to wit:

1. Legal Documents (Class “A” – Eligibility Documents)
  - a. Business Registration, whichever is applicable.
    - a.1 Sole Proprietorship - DTI Registration Certificate.
    - a.2 Partnership - SEC Certificate of Registration or Certificate of Filing of Amended Articles of Partnership.
    - a.3 Corporation - SEC Certificate of Registration or SEC Certificate of Filing of Amended Articles of Incorporation
    - a.4 Cooperative - Cooperatives Development Authority Registration
  - b. Valid Mayor’s Permit
  - c. Current and Valid Tax Clearance Certificate
2. Technical Documents
  - a. Single Largest Completed Contract (SLCC) similar to the contract to be bid completed within *three (3) years* prior to the deadline for the submission and receipt of bids
  - b. Statement of All Contract
    - b.1 Ongoing Government and Private contracts, including Awarded but not yet Started Contracts
    - b.2 Awarded but not yet Started Contracts
3. Financial Documents
  - a. Computation of Net Financial Contracting Capacity (NFCC) or committed Line of Credit (CLC)
  - b. Audited Financial Statement stamped received by BIR or its authorized institutions
4. Joint Venture Agreement (JVA), if applicable (*Class “B” Document*)

A.2 Technical Documents

1. Omnibus Sworn Statement
2. Conformity with the Terms of Reference

## II – Post-Qualification

- A. The Latest Income/Business Tax Returns
- B. Class “A” – Eligibility Documents, only if the PhilGEPS Platinum Registration Certificate is submitted during opening of bids.
- C. Other appropriate documents as may be required by the Technical Working Group.

## TERMS OF REFERENCE

### Procurement of Management Services for the Voice-over Internet Protocol Telecommunication System of the Philippine Competition Commission

#### I. INTRODUCTION

The Philippine Competition Commission (PCC) was created by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act. It is an independent quasi-judicial body mandated to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

To deliver this mandate, communication with PCC stakeholders and service providers is essential in the day-to-day pursuit of public business. Thus, a Service Provider for the Voice-over Internet Protocol Telecommunication System (“System”) shall be engaged by the PCC.

#### II. OBJECTIVES

1. Provide a reliable and up-to-date System for PCC to effectively communicate with its stakeholders.
2. Provide convenience to PCC personnel in communicating with its local and international stakeholders using the System.

#### III. QUALIFICATIONS OF THE SERVICE PROVIDER

CRITERIA	MINIMUM REQUIREMENTS
1. Organization	<ul style="list-style-type: none"> <li>- The Service Provider must be an established Telecommunications/Information Technology (IT) Company with at least three (3) years of experience in the telecommunication business solutions.</li> <li>- The Service Provider must submit Certified True Copy of Certificate/s of Authorized Distributorship/Dealership from the distributor/manufacturer of the products being offered.</li> </ul>

2. Key Personnel	<ul style="list-style-type: none"> <li>- The Service Provider must assign technical personnel (“Service Technician/s”) qualified to perform the necessary works as stated in Section IV (Scope of Work) of this Terms of Reference.</li> <li>- The Service Provider must submit signed Curriculum Vitae (CV) of Service Technician/s to be assigned for the project. The CV shall include work experiences, trainings/seminars attended, and copies of certifications related to the telecommunication business solutions.</li> </ul>
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**IV. SCOPE OF WORK**

The System shall be procured by the PCC on a **Straight Lease Basis**. Hence, the Service Provider for this project shall cover the following works:

**1. Management and Subscription Service**

All parts, components and equipment to be supplied and delivered shall be inspected by the authorized representative/s of the PCC Administrative Office (“End-user”) before installation. Upon approval and acceptance of all parts, components and equipment by the End-user, the Service Provider shall begin the installation works. Supplied and delivered equipment under Straight Lease Basis shall be replaced once it reaches obsolescence without additional cost to PCC. Period replacement shall be agreed upon between the PCC and the Service Provider.

The System shall be capable of handling National Direct Dialing (NDD) and International Direct Dialing (IDD) calls which shall incur actual charges based on current local and international rates and time duration.

The Service Provider shall also be responsible in obtaining the Telecommunication Line Provider (“Telco”) for the Integrated Services Digital Network (ISDN) line.

**2. Installation, Testing and Commissioning**

The Service Provider shall be responsible for the installation, testing and commissioning of the System. During installation, the End-user shall monitor the installation works in coordination with the Service Provider to ensure timeliness and quality of work. After installation, the Service Provider shall perform thorough testing and commissioning of all installed parts, components and equipment to ensure optimum performance of the System and submit test results to the End-user for approval.

**3. Maintenance, Upgrade and Technical Support**

The Service Provider must have a Technical Support Service (TSS) with the

capacity to monitor, operate, troubleshoot, maintain, repair and upgrade the System as the need arises. The TSS shall have the necessary solutions (hardware and software), tools, equipment and facilities to perform the troubleshooting, maintenance, repair and upgrade works onsite and offsite. Service Provider must cater reconfiguration of units or allocation of lines.

The TSS shall also provide an on-call Service Technician/s available from Mondays to Fridays, 8:00AM – 5:00PM to address the concerns of the End-user from time to time or as the need arises.

In the event that a replacement or an upgrade of a certain software, component, part and/or accessory is necessary, the Service Provider shall provide such at no additional cost.

#### **4. Documentation**

The Service Provider shall provide the following upon request from the End- user:

- a) Inventory list of leased components and equipment with complete details (i.e. serial numbers);
- b) User and System Manuals;
- c) Technical Data Sheets;
- d) Utility files;
- e) Recovery or Back-up files;
- f) System Maintenance Schedule; and
- g) System Maintenance History Records.

Above-mentioned documents shall be submitted in hard copy, and electronic copy stored in a Universal Serial Bus (USB) flash drive.

### **V. TECHNICAL SPECIFICATIONS**

1. One (1) unit Internet Protocol (IP) Telephony Control Unit for voice communications, messaging and customer management inclusive of the following:
  - a. Capable of handling at least eighty (80) local lines expandable to at least two hundred (200) local lines
  - b. With separate Secure Digital (SD) Memory Card for system configuration
  - c. Includes rails and mounting kits.
  - d. With required software and firmware.
2. At least two (2) voice compression channel cards for VoIP calls, Session Initiation Protocol (SIP) Trunks and IP-based voice networking.
3. With at least four (4) SIP trunk license.

4. Provide extension card for at least eight (8) analog lines.
5. Provide one (1) SIP trunk with thirty (30) connections.
6. Must configure a Personal Computer (PC) - Based Operator Phone.
7. Must have the following features:
  - a. Automatic call distribution
  - b. Auto Attendant
  - c. Call accounting Software
  - d. Global System for Mobile Communications (GSM) Gateway for at least four (4) slots and must provide 4 Subscriber Identity Module (SIM) Cards with unlimited NDD Calls to all networks and landline with the Philippines.
  - e. Call log report generation of NDD and IDD calls based on actual charges
8. Include one (1) 42RU Rack with the following specifications:
  - a. Dimensions: W-600MM (23.62”) X D-1020mm (40.15”) X H-7Ft (42U) perforated front/rear panel;
  - b. 19” standard rack system;
  - c. 800kg max loading capacity;
  - d. Detachable panels (front / sides / back) with lock;
  - e. Adjustable square holed mounting rail with corresponding cage nuts/bolts;
    - 4 pcs. castor wheel, 4pcs adjustable feet;
    - 4 pcs. exhaust fan 220V with cable entry at the top panel;
    - 2 pcs. heavy duty fixed shelves (100kg maximum loading capacity);
    - 42U cable manager at the back;
    - Powder coated finish, Black.
9. Include cables, connectors and peripherals.
10. Must include all required components not mentioned but are needed in the completion of the project.

## VI. WORK SCHEDULE

DESCRIPTION	DURATION
1. Supply, delivery, installation, testing, commissioning of the System and Provision of Telco  <i>Note: applicable for a new Service Provider only</i>	Within one (1) Month upon issuance of the Notice to Proceed (NTP)

2. Periodic Maintenance Service for the System (as scheduled by the Service Provider)	Monthly and/or as necessary within the contract period
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**VII. PAYMENT SCHEME / TERMS OF PAYMENT**

The PCC shall pay the Service Provider within fifteen (15) calendar days upon receipt of the Statement of Account/Billing Statement of a given period, other supporting documents as needed and may be required, and a Certificate of Satisfactory Service Rendered to be issued by the PCC Administrative Office.

**VIII. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The Approved Budget for the Contract (ABC) for this procurement is **Two Million Five Hundred Forty Thousand Pesos Only (Php2,540,000.00)**, inclusive of all applicable government taxes and other miscellaneous expenses subject to the usual budgeting, accounting and auditing rules and regulations.

**IX. CONTRACT DURATION**

The contract shall be in effect for eleven (11) months from **February 01, 2022** to **December 31, 2022**.

**X. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT**

All data, documents and records are 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**

In case of a service provider’s delay in the delivery of goods and/or performance of services, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it.

**XII. DISPUTE RESOLUTION**

- A. 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.
- B. 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
- C. Any amendment or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties.

**XIII. WARRANTY**

The Service Provider shall provide a warranty for one (1) year on all parts, components and equipment of the System against any defects. This warranty shall include system upgrade (hardware and software) and replacement of parts, components and/or equipment inclusive of all applicable fees at no additional cost to the End-user. The warranty period shall commence upon approval and acceptance of the test results by the End-user.

Prepared by:

Reviewed by:



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Chief Administrative Officer  
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Approved by:



**JESON Q. DE LA TORRE**  
Director IV, Administrative Office

**CONFORME:**

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Name of Company / Firm

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Name and Signature of Authorized Representative

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Designation / Position Title

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Date