

# **PHILIPPINE BIDDING DOCUMENTS**

## **Supply, Delivery, Installation and Provisioning of 410 Mbps Direct Fiber Bonded Internet Connection for the Philippine Competition Commission**

**IB No. 2024-EPA-0013**

**Philippine Competition Commission**

**9 November 2023**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

# ***Section I. Invitation to Bid***

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## INVITATION TO BID FOR

# SUPPLY, DELIVERY, INSTALLATION AND PROVISIONING OF 410 MBPS DIRECT FIBER BONDED INTERNET CONNECTION SERVICE FOR THE PHILIPPINE COMPETITION COMMISSION (PCC)

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 *Two Million Three Hundred Thousand Pesos (PhP2,300,000.00)* being the ABC to payments under the contract for the *Supply, Delivery, Installation and Provisioning of 410 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC)* under *Invitation to Bid (IB) No. 2024-EPA-0013*. 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 *13 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 *Three Thousand Pesos (PhP3,000.00)*. 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 **17 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-0012** on **30 November 2023, 12:00NN** at **25<sup>F</sup> 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 **30 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](mailto:procurement@phcc.gov.ph) or [zdmorales@phcc.gov.ph](mailto:zdmorales@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>



09 November 2023



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



## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, *Philippine Competition Commission* wishes to receive Bids for the *Supply, Delivery, Installation and Provisioning of 410 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC)*, with identification number *IB No. 2024-EPA-0013*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

- 2.1. The GOP through the source of funding as indicated below for 2024 in the amount of *Two Million Three Hundred Thousand Pesos (PhP2,300,000.00)*.
- 2.2. The source of funding is the *FY 2024 National Expenditure Program (NEP)*.

## **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.1. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as one project having one lot and shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. Qualification.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Supply, Delivery, Installation and Provisioning of 410 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC)</b></li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed
12	<ul style="list-style-type: none"> <li>i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);</li> <li>ii. The cost of all customs duties and sales and other taxes already paid or payable.</li> <li>iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and iv. The price of other (incidental) services, if any.</li> </ul>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><i>Forty-Six Thousand Pesos (PhP46,000.00)</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><i>One Hundred Fifteen Thousand Pesos (PhP115,000.00)</i></b> if bid security is in Surety Bond.</li> </ul>
19.3	Please refer to the attached Detailed Technical Specifications
20.1	<p>See attached Detailed Technical Specifications, particularly Section III (Other Requirements), Item 4 (Documents for submission during post-qualification) for other requirements.</p> <p>The Bidder shall submit certified true copies of the following documents:</p> <ol style="list-style-type: none"> <li>1. PhilGEPS Platinum Registration</li> <li>2. Valid Mayor's/Business Permit</li> <li>3. SEC Registration Certificate</li> <li>4. Valid Tax Clearance</li> <li>5. Latest Income/Business Tax Return</li> </ol>

21.2	No Additional Requirements
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## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to <i>PCC</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p><b>Delivery and Documents –</b></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are the End-Users of project proponents.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>



	<p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p>
	<p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:  The Contractor shall issue a SOA/BS for the completed project upon compliance with Annex A and based on the items stated in Annex B. The PCC shall pay the Service Provider within fifteen (15) working days upon receipt of the Joint Inspection Report, Delivery Receipts and SOA/BS of the completed project and issuance of CSSR from the End-user. Payment shall be released within PCC premises.</p>
4	<p>Evaluation of Contractor and Staff Requirements in accordance with Required Qualifications</p>

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

***(Please see attached Detailed Technical Specifications)***

## ***Section VII. Technical Specifications***

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## DETAILED TECHNICAL SPECIFICATIONS

### Supply, Delivery, Installation and Provisioning of 410 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission

#### I. RATIONALE:

The Philippine Competition Commission (the “PCC”) requires a reliable internet facility that has the efficient capability to access electronic data and information from various sources.

In addition, the Direct Fiber Bonded Internet Connection shall host and make available among others, the following systems and/or automation of core business process:

- MOA E-Notification
- PCC E-Health Declaration Form
- PCC E-Bid Submission
- PCC Enforcement Resource Page
- Complaint Portal
- Anti-Competitive Reports Monitoring and Management Dashboard

Considering the above, it is deemed necessary to enhance the existing internet connection through a reliable, efficient, and cost-effective bonded internet connection service.

#### II. OBJECTIVES:

1. Provide reliable and efficient internet connection to access PCC electronic data and information;
2. Access cloud-based office applications and other productivity services that are enabled over the internet; and
3. Provide connections to endpoints, servers, and network devices for security and other related firmware updates.



### III. SCOPE OF WORK:

- a. The project covers the supply, delivery, installation, and provisioning of 410 Mbps Bonded Internet Connection Service;
- b. Engagement of the service shall commence from 01 January 2024 or upon receipt and acceptance of the Notice to proceed, whichever is later, until 31 December 2024;
- c. Provision of 410 Mbps bonded internet connection sourced from two (2) different independent Internet Service Providers (“ISPs”), distributed with almost or equal amount of bandwidth (active-active);
- d. Provision of layout plan (vertical and horizontal) which must be submitted and approved by Vertis North Corporate Center Tower 1 Administration (“VNCC”);
- e. Provision of horizontal and vertical cabling requirement to the PCC office, located at 25<sup>th</sup> and 9<sup>th</sup> Floors, Tower 1, Vertis North Corporate Center, North Avenue, Quezon City, at no additional cost.
- f. If needed, coordinate with VNCC and Estate Management for manhole opening within the area of jurisdiction of Tower 1;
- g. Apply all necessary permits with Quezon City Government, VNCC and Estate Management;
- h. Provision of necessary hardware, terminations, and other services required to setup the internet connection;
- i. Provision of monthly utilization graphs and/or Multi Router Traffic Grapher (“MRTG”) tool for monitoring link quality and bandwidth utilization;
- j. Delivery of an IPv6 (IP version 6) ready and/or compliant connection;
- k. Provision of 24/7 support services;
- l. Provision of diagnostic reports and updates in case of connection failure; and
- m. Provision of Service Level Agreement (“SLA”) which defines parameters of rebates for non- performance, etc.

### IV. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT

To ensure protection of PCC assets, the ISPs 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, configuration files, and metadata (collectively “Information”) to be provided to the ISP for purposes of delivering the services are considered confidential information and shall remain the sole property of PCC. The ISP shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of this Information by any third person or entity. The ISP shall not use the Information for any purpose other than in connection with the Services. The ISP 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.

### V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Two Million Three Hundred Thousand Pesos Only (2,300,000.00)** from 01 January to 31 December 2024, inclusive of all applicable government taxes and service. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

If the project is not implemented on 01 January 2024, a **pro-rated contract cost shall be computed from the day of contract effectivity until 31 December 2024.**

**VI. QUALIFICATION OF THE SERVICE PROVIDER:**

The ISPs 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 ISPs should have the following minimum qualification and must submit the following documents:

- a. With at least five (5) years experience in internet service provisioning;
- b. List of identified certified engineers and/or technicians that will be involved in the internet provisioning with **signed Curriculum Vitae, reflecting at least three (3) years of experience working in similar field of engagement.**
- c. 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 shall refer to Supply, Delivery, Installation and Provisioning of at least 410 Mbps Direct Fiber Bonded Internet Connection Service.

The pertinent documents to support the above-mentioned qualifications shall be part of the bid submission.

**VII. TECHNICAL SPECIFICATIONS:**

- a. Must submit detailed work plan specifying design, installation activities, connectivity diagram from end-user premises up to the last mile and timeliness and must be approved by VNCC.
- b. Minimum and/or equivalent functional requirements, technical specifications, features, characteristics and numbers:

<b>Parameters</b>	<b>Evaluation Parameter</b>
1. Setup a dedicated direct Internet connection at the PCC  <b>Must be sourced from two (2) independent/different ISPs provisioned with almost or equal amount of bandwidth (active-active)</b>	410 Mbps Committed Information Rate (“CIR”) full bandwidth
2. Provide and configure redundant bandwidth manager appliance or any Wide Area Network (WAN) bonding equipment and must be configure for high availability configuration to be located at 25 <sup>th</sup> floor PCC Data Center	Configured equipment

3. Provide and configure redundant routing equipment compatible with bandwidth manager and must be configured for high availability configuration to be located at the 25 <sup>th</sup> Floor PCC Data Center	Configured Equipment
4. Provide, configure, and install Fiber Optics Media Converter with redundancy at both ends of the internet connections (25 <sup>th</sup> and 9 <sup>th</sup> Floors)	Fiber Optics Media Converter
5. Provide and install fiber optic transceiver/s compatible with the Media Converter	Fiber Optics Transceivers
6. Assign Public Internet Protocol (“IP”) Addresses to PCC	Provision of at least 20 usable Public IP Addresses  Public IP Address must be sourced from the two ISP on a 50:50 ratio.
6. Provide Domain Name Server (“DNS”) reverse-lookup for entries with the assigned classless network	Reliable DNS reverse-lookup
7. Provide reliable Forwarding and Secondary DNS	Reliable forward and Secondary DNS
8. If applicable, provide the Termination Block from end-user to last mile connection	Install termination block
9. Availability and Quality of Connection	Not less than 96% link uptime in a month
10. Latency (Delay)	<ul style="list-style-type: none"> <li>• Not more than 80 milliseconds average round trip from PCC to ISP port</li> <li>• Not more than 170 milliseconds average round trip from ISP port to US/International port</li> </ul>
11. Provide single point of contact for customer support in both areas of network connectivity and Internet access escalation procedure	Single point of contact for customer support
12. Submit Access/usage reports	Monthly Report

13. Provide proactive notice of scheduled downtimes or service interruption	Not less than Seven (7) Calendar days
14. Render customer service support	24 hours/day, 7 days/week
15. Provide "Performance Credit" or rebate in the SLA	Performance Credit
16. Provide detailed Work Plan	Detailed work plan



## **VIII. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:**

### **Schedule of Requirements:**

Complete the Supply, Delivery, Installation and Provisioning of 410 Mbps Bonded Internet Connection within forty-five (45) calendar days from the receipt of Notice to Proceed.

### **Installation and Configuration:**

- a. Provide materials needed, which includes provision of cables, cable runners and insulation, braces, etc. using industry standard materials;
- b. Provide, install, and configure Bandwidth Manager Appliance or WAN bonding equipment with redundancy;
- c. Configure the 410 Mbps Direct Fiber Bonded Internet Connection and integrate it to the PCC's existing network;
- d. Assign at least 20 usable hosts Public IP Addresses;
- e. Provide DNS reverse lookup for entries with the assigned classless network; and
- f. Provide reliable forwarding and secondary DNS.

### **Testing:**

- a. The selected service provider shall notify the PCC seven (7) calendar days prior to required testing of the connection;
- b. Testing period will be undertaken for a period of five (5) calendar days with no service interruption;
- c. The 410 Mbps Internet Connection speed must be attained during working hours (i.e., 7:00 AM – 7:00 PM);
- d. Average latency should not exceed more than 80 milliseconds average round trip from end user's data center to ISP Port and not more than 170 milliseconds average round trip from ISP port to International port; and
- e. MRTG should be in place.

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all these conditions have been duly satisfied.

The ISPs shall be liable for performance degradation/ interruptions experienced during the testing period, unless the degradation/ interruptions are beyond its control, such as, but not limited to, power outages, fluctuations, failure or malfunction of the PCC's equipment and international / regional backbone problems.

**IX. REBATES:**

- a. Provide industry standard SLA which shall carry a corresponding "Performance Credit" or rebate in favor of the PCC should any of the committed parameters mentioned below is not met; and
- b. The Service Provider should be able to render the following services.
  - i. Availability – Provide 96% uplink in a month
  - ii. Latency
    - Provide not more than 80 milliseconds average round trip latency from end-user equipment to local ISP port.
    - Provide not more than 170 milliseconds average round trip latency from local ISP port to International port.
  - iii. Render 24/7 customer service support
    - Support response time:
      - For call and email support – Within thirty (30) minutes for first level support
      - For onsite support – Response time of within three (3) hours.

**X. MAINTENANCE:**

- a. Provide a single point of contact for customer support;
- b. Shall respond to request for maintenance at no cost to the PCC;
- c. Provide not less than seven (7) calendar days proactive notice of scheduled downtimes, service interruptions, upgrades or preventive maintenance; and
- d. Submit monthly access / usage reports to attest compliance to SLA.

**XI. MODE OF PROCUREMENT:**

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

**XII. PAYMENT SCHEME:**

Payment shall be made on a **MONTHLY BASIS**, first payment of which shall be reckoned upon completion of supply, delivery, installation and provisioning of internet connection service. The PCC shall pay the Service Provider within fifteen (15) working days upon receipt of the original signed Statement of Account, or

billing statement, and upon issuance of Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

All payments shall be released and claimed within the PCC premises or be credited to provider's bank account, net of applicable transfer charges.

**XIII. LIQUIDATED DAMAGES**

If the Service Provider 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.

**XIV. 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:



**SAMUELLE DAVID S. ONCHENGCO**  
Information Systems Analyst I

Approved by:



**ALLAN ROY D. MORDENO, CISM**  
Chief, ICT Division

Noted by:



**JESON Q. DE LA TORRE**

Director IV

Administrative Office

**Conforme:**

\_\_\_\_\_  
**Name and Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Date**

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.





**Signature:** 

**Email:** rroira@phcc.gov.ph