

## REQUEST FOR PROPOSAL

### Procurement of Mobile Communication Services for the Philippine Competition Commission for CY 2024

P.R. No./Date Received: **2024-EPA-0015 / 25 October 2023**

RFQ/P No. / Date: **2024-EPA-0026 / 19 December 2023**

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached **Detailed Technical Specifications** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

#### Required Documents/Information to be submitted as Attachments to the Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement (To be issued before award of contract)
- Signed Request for Proposal
- Signed Detailed Technical Specifications

This pro-forma quotation maybe submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to [mbnunez@phcc.gov.ph](mailto:mbnunez@phcc.gov.ph) or [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) on or before **28 December 2023, 1:00 PM** subject to the following *Terms and Conditions*:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to **(BIR 2306)** 5% R-VAT and **(BIR 2307)** 1% (PO) or 2% (JO) deductions.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Detailed Technical Specifications**.
- 10 Please note that the award of the procurement is on a **per lot basis**.

Very truly yours,

  
ATTY. JOSEPH MELVIN B. BASAS  
PBAC Chairperson

Item	Unit	QTY	ABC		Project Title	Unit Cost (PhP)	Total Amount (PhP)
			Unit Cost	Total		(To be filled out by the supplier)	
1	lot	1	₱ 312,000.00	₱ 312,000.00	Procurement of Mobile Communication Services for the Philippine Competition Commission for CY 2024		
					<i>(Please see attached Detailed Technical Specifications)</i>		
<b>Total Lot ABC</b>				<b>₱ 312,000.00</b>	<b>TOTAL Amount (Per Lot):</b>		
<b>Delivery Instructions:</b>					<i>(Please see attached Detailed Technical Specifications)</i>		

*(Please provide **complete** information below)*

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : \_\_\_\_\_

Designation/Position : \_\_\_\_\_

Name of Company : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone / Fax : \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Company Tax Identification Number : \_\_\_\_\_

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## DETAILED TECHNICAL SPECIFICATIONS

Project Title : **Procurement of Mobile Communication Services for the Philippine Competition Commission for CY 2024**

Contract Duration : **01 January 2024 to 31 December 2024**

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### I. RATIONALE

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

To support the delivery of its Vision and Mission, efficiently perform its mandate, and meet PCC's operational and administrative requirements including delivery of public service, the provision of mobile communication devices to the PCC employees in their day-to-day pursuit of public business is necessary.

With this, the Administrative Office – General Services Division (AO-GSD), as the End-user, shall engage a Service Provider to provide Mobile Communication Services for the Philippine Competition Commission for CY 2024 (Project).

### II. OBJECTIVES

The official use of mobile communication devices is authorized as indispensable communication tools to:

1. Support the operational functions and administrative requirements of PCC in and out of the workplace;
2. Ensure constant communication among PCC personnel during field investigations; and
3. Coordinate with internal and external stakeholders through practical mobile communication.

### III. QUALIFICATION OF THE SERVICE PROVIDER

1. The Service Provider must be an established Telecommunications or Information Technology (IT) Company with at least three (3) years of experience in telecommunication/ IT business solutions industry.



2. The Service Provider must submit Certificate/s of Authorized Distributorship / Dealership from the distributor / manufacturer of the mobile communication devices being offered.

#### **IV. CONDITION OF THE CONTRACT**

In case of Contract award to a new Service Provider, the Service Provider shall assist the PCC in retaining the existing mobile numbers in compliance with RA 11202 or the Mobile Number Portability Act.

In case of Contract award to the existing Service Provider, the Service Provider shall retain the existing mobile numbers.

The Service Provider shall ensure continuous delivery of its services to the PCC and prevent any service interruption during Contract implementation. If a service interruption (e.g. line disconnection) will occur, the Service Provider shall issue advisories or notices to PCC **prior** to the service interruption.

#### **V. TECHNICAL SPECIFICATIONS**

1. The Service Provider shall provide a monthly subscription post-paid plan (line only) in the amount not exceeding **Two Thousand Pesos (PhP2,000.00)** for each Subscriber Identity Module (SIM) card;
2. The monthly subscription post-paid plan (line only) shall include the following features:
  - a. Unlimited text messaging and mobile calls to all networks;
  - b. Unlimited mobile calls to all landlines nationwide; and
  - c. At least fifty (50) gigabytes (GB) of monthly data allotment.
3. The Service Provider shall provide the SIM cards to the PCC through the End-user with the following details:
  - a. Twelve (12) existing mobile numbers (to be provided by the End-user); and
  - b. One (1) additional / new mobile number.
4. The Service Provider shall provide at least one (1) authorized representative from its customer support service to address any issues, concerns and clarifications that may arise during Contract implementation.

#### **VI. WORK SCHEDULE**

<b>DESCRIPTION</b>	<b>DURATION</b>
1. Supply, delivery, and configuration of the thirteen (13) SIM cards with corresponding Post-paid Plan; and 2. Configuration / unlocking of the twelve (12) mobile	Within thirty (30) calendar days upon issuance of the Contract

phones of the PCC	
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The unlocking of said mobile phones shall be in accordance with Section 6.c (Obligation of Public Telecommunication Entities) of RA 11202 or the Mobile Number Portability Act.

**VII. MODE OF PROCUREMENT**

The mode of procurement shall be **Negotiated Procurement- Small Value Procurement** provided under Section 53.9 of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA No. 9184.

**VIII. APPROVED BUDGET FOR THE CONTRACT**

The total Approved Budget for the Contract (ABC) is **Three Hundred Twelve Thousand Pesos Only (PhP312,000.00)**, inclusive of all applicable government taxes, fees, charges and other miscellaneous expenses subject to the usual budgeting, accounting, and auditing rules and regulations.

**IX. CONTRACT DURATION**

The Contract shall commence from **01 January 2024** or upon receipt and acceptance of the Job Order (Contract), whichever is later, until **31 December 2024**. If the Project will not immediately commence by 01 January 2024, pro-rated contract price shall be applied from the day of Contract effectivity until 31 December 2024.

The Contract may be renewed by the PCC in accordance with the Guidelines on Renewal of Regular and Recurring Services (Appendix 37) of the 2016 Revised IRR of RA 9184.

**X. PAYMENT SCHEME / TERMS OF PAYMENT**

The PCC shall pay the Service Provider on a monthly basis within fifteen (15) days upon receipt of the Statement of Account / Billing Statement (SOA) of a given period and complete supporting documents, and upon issuance of a Certificate of Satisfactory Service Rendered to be issued by the End-user.

All payments shall be released and claimed within PCC premises.

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

All data, documents, and records (collectively referred to as Information) are considered confidential information and shall remain the sole property of PCC. The

Service Provider 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 Service Provider shall not use the Information for any purpose other than in connection with the Project. The Service Provider shall ensure that it will not retain, after completion of the Project with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

Upon completion of the Project, 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 writings, electronic records, communications, and the like.

## **XII. 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 this Contract, the PCC 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 unperformed portion of every day of delay provided that the maximum deduction shall be ten percent (10%) of the amount of the contract. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.


## **XIII. DISPUTE RESOLUTION**

Should there be any dispute related to the Contract and/or rights of the PCC and Service Provider (Parties) that may arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in 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 amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

Prepared by:

  
**TEEJAY YOSHIUMI J. SAKUMA**  
Administrative Officer III  
General Services Division

Reviewed by:

  
**ROMMEL R. OIRA**  
Chief Administrative Officer  
General Services Division



Approved by:



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

CONFORME:

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**Name and Signature of Authorized Representative**

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**Designation / Position**

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**Name of Company**

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**Date**