

REQUEST FOR QUOTATION

"Provision of Recalibration and Maintenance Services for the Philippine Competition Commission (PCC) Uninterruptable Power Supply (UPS) Power Module and Battery"

P.R. No./Date Received: 201907-0162 / 19 July 2019

RFQ/P No. / Date: 201907-0146 / 31 July 2019

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 **Terms of Reference** subject to the Terms and Conditions and within the **Approved Budget for the Contract (ABC)**.

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

- **Valid Mayor's/Business Permit**
- **Latest Income/Business Tax Return**
- **PhilGEPS Registration Number (proof of registration must be submitted)**
- **Signed Terms of Reference**
- **Notarized Omnibus Sworn Statement - (see attached format as Annex "A")**

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 procurement@phcc.gov.ph or mvbambao@phcc.gov.ph on or before **09 August 2019, 12:00NN** 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 **Terms of Reference**.

Very truly yours,


ATTY. JOSEPH MELVIN B. BASAS
Chairperson, PBAC

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1 lot	P 1,000,000.00	Provision of Recalibration and Maintenance Services for the Philippine Competition Commission (PCC) Uninterruptable Power Supply (UPS) Power Module and Battery <i>(Please see attached Terms of Reference.)</i> ----- Nothing Follows -----			
Total Lot ABC		P 1,000,000.00		TOTAL Amount:		
Delivery Instructions:			<i>*Please see attached Terms of Reference.</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 : _____



TERMS OF REFERENCE

Provision of Recalibration and Maintenance Services for the Philippine Competition Commission Uninterruptible Power Supply (UPS) Power Module and Battery

I. RATIONALE:

The Philippine Competition Commission (PCC) currently has a three (3) phase line 25 kilovolt-amps (kVA) uninterruptible power supply (“UPS”) that provides emergency backup power to the PCC Data Center infrastructure. The UPS stores a series of batteries that provide near-instantaneous protection from power surges and power interruptions which allows continuous operation of equipment within PCC Data Center for a period of about eighteen (18) hours.

The UPS requires a recalibration and maintenance services in order for it to continuously support operations of PCC Data Center that contains environmental control equipment, network systems, and software applications hosted in its hyperconverged infrastructure (HCI).

II. OBJECTIVE

1. Provide near-instantaneous protection from power surges and power interruptions;
2. Provide continuous operation of Data Center equipment in case of power failure;
3. Protect critical system and application from data loss due to power surges; and
4. To optimize operational capability of the power module, batteries and other vital components.

III. SCOPE OF WORKS

The service provider shall perform the following tasks:

- Conduct initial assessment of the UPS for hardware condition, software version and electrical connections and terminations;
- Conduct maintenance of power module and battery;
- Check status of batteries and if necessary clean and reconfigure for optimal operation;
- Upgrade if necessary, the firmware version of the UPS;
- Configure and integrate any peripheral and equipment needed in the operation of the UPS;
- Create a maintenance checklist for the UPS and other related equipment and peripherals;
- Shall conduct monthly periodic maintenance, checking the power module/s, battery status and peripherals. In the event of faulty part/s, the maintenance provider must replace the parts within fifteen (15) days upon detection. If part is not available with the time period, a service unit may be accepted, given that any damage/s to other

peripherals due to the service unit will be replaced by the maintenance provider at no cost to PCC;

- Provide all materials, equipment and peripherals, scope of works not mentioned in this Terms of Reference but needed in the completion of the project;
- Shall provide support (onsite, chat, remote access, email, phone) during the maintenance period;
- The supplier must submit for approval the following project documentation: and
 - i. Project Management Team (Name, Role, Qualifications/Certifications, Contact Numbers.)
 - ii. Deployment Plan
 - iii. Acceptance Test Plan and Report
 - iv. Technical Configuration Report
- Service Level Agreement (SLA)
 - Provide a single point of contact for technical and customer support, either phone or electronic mail;
 - Provide 8X5 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

IV. 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.

Upon termination or expiration of the Services, the Supplier shall immediately return to PCC any physical or, at least, physically ascertainable Confidential Information in the Supplier's possession or control, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is One Million Pesos Only (1,000,000.00) from *August to December 2019*, inclusive of all applicable government taxes and service charges (*Pro-rated contract cost must be from date of effectivity of contract to December 2019*). 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.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

VI. QUALIFICATION OF THE SUPPLIER

The Service Contractor 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 Service Contractor should have the following minimum qualifications:



- a. Should be an established IT company with experience in providing maintenance to uninterruptable power supply, with at least 3 years of experience in relevant field; and must submit certification of authorized distributorship / Dealership / Resellership from the distributor / manufacturer of the product/s offered;
- b. Must have the capacity and ability to install, configure and integrate a Uninterruptable Power Supply and submit the list of identified certified engineers and/or technicians with at least three (3) years of experience working in similar field of engagement that will be involve in the implementation of the project; and
- c. Should submit copies of client's satisfactory certificates and/or certificates of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts. Similar contracts refer to delivery of comprehensive maintenance contract for UPS data center and other similar ICT equipment.

VII. TECHNICAL SPECIFICATIONS

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

1. Maintenance period shall be from the date of effectivity of the contract to December 2019.
2. Prospective bidder may conduct site visit to see actual equipment.
3. The comprehensive preventive maintenance must include the following and all other integral parts that are needed in the operation of the UPS not mentioned. It is expressed that all related components and peripherals shall be included in the CPM and must be covered during the maintenance period.

Equipment	Model / Serial Number / Description
Eaton UPS 25kVA	93PR / 4M094WWAA01
- ModBus Module	
- BYPASS Module	
- Power Module	
Battery	12 units

4. Provide the following requirements:
 - a. One (1) 25kVA Power Module.
 - b. Eight (8) 12V Battery.
 - c. One-time installation, configuration and testing.
5. Provide all materials, equipment and peripherals, scope of works not mention in this Terms of Reference but needed in the completion of the project.
6. The supplier must provide training / knowledge transfer to Information and Communication Technology Division (ICTD) personnel on the implementation, deployment and configuration, and operation of the UPS.



VIII. SCHEDULE OF REQUIREMENTS

The Supplier must execute a signed and notarized comprehensive preventive maintenance agreement (four copies) within fifteen (15) calendar days from receipt of Notice of Award.

IX. MODE OF PROCUREMENT:

The mode of procurement shall be Alternative Mode of Procurement - Small Value Procurement (SVP) provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

X. PAYMENT SCHEME:

The PCC shall pay the Service Contractor within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by an Inspection and Acceptance Report (IAR), 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.

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:

Reviewed by:


ALVIN U. BOSQUE
Information Technology Officer I, ICT Division


ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Approved by:


JESON Q. DE LA TORRE
Officer-In-Charge, Administrative Office (AO)

Conforme:

Name and Signature of Authorized Representative

Designation

Name of Company

Date



Management
System
ISO 9001:2015



www.tuv.com
ID 9108652446