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## **Supply, Delivery, Configuration and Testing of Local Area Network Tester for the Philippine Competition Commission**

### **Terms of Reference**

#### **I. RATIONALE:**

The Philippine Competition Commission (PCC) manages more than two hundred (200) nodes for data and voice communication which must be maintained to perform optimal performance and high availability of PCC network infrastructure. The network tester will allow the ICTD personnel to digitally inspect and test data cables for possible deterioration, breakage, assess the current cabling speed capacity, isolation of problematic or faulty lines, and discover what is at the far end of any cable.

The equipment shall be used to further improve the operations of PCC network infrastructure and support PCC systems.

#### **II. OBJECTIVE:**

1. To maintain and increase the useful life of the network data cable;
2. To detect possible breakage and deterioration of the network cable; and
3. Troubleshoot cabling performance faults.

#### **III. SCOPE OF WORKS:**

- Supply and deliver a network and bandwidth qualification tester;
- Configure the Network Tester for test parameters for qualification testing;
- Provide basic knowledge transfer on the use and operation of the equipment;
- Provide all materials, equipment and peripherals, scope of works not mention in this Terms of Reference but needed in the completion of the project;
- Service Level Agreement
  - a. Provide a single point of contact for technical and customer support, either phone or electronic mail;
  - b. Provide 8X5 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services.

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

To ensure protection of PCC assets, bidders 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 bidders for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Maintenance 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. Bidders shall not use the Information for any purpose other than in connection with the Services. Bidders 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, any and all Information shall be deleted by PCC. The Bidders 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.

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

The ABC for the project is Four Hundred Thousand Pesos Only (Php. 400,000.00), 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.

#### **VI. QUALIFICATION OF THE SUPPLIER**

The bidder/s should have the following minimum qualifications:

- a. Should be an established IT company with three (3) years’ experience in supply, delivery, of networking products and peripherals. Must submit certification of authorized distributorship / Dealership / Resellership from the distributor / manufacturer of the product/s offered.
- b. Should submit copies of client’s satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts. Similar contracts refer to supply and delivery of network testing equipment, products and other data center peripherals.

#### **VII. TECHNICAL SPECIFICATIONS:**

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

1. One (1) main unit with complete cables and peripherals (must include but not limited to remote adaptor, RJ45 patch adaptor, universal couplers, patch cords, bag organizer);
2. Lithium or any compatible battery type;
3. One (1) toner (digital probe) for cable detection;
4. Copper qualification tester that supports cabling speed of 1000Base-T, 100Base-TX, 10Base-T and VoIP;
5. Measure network capacity for 10 Meg, 100 Meg and 1 Gig;
6. Determine connection fault in distance;
7. Detects speed/duplex mismatches;
8. PoE Identification;
9. Digital and Analog Toning;
10. With graphical cable wire map and cable length indicator;
11. Cable type supported – UTP, STP, FTP, SSTP, RG6, RG59, audio and security;
12. Supported Test - Wiremap, length, cable signal performance, digital toner, analog toner, Ethernet port detection and identification, analog telephone detection, blink port light, continuity, speaker test, cable fault finding, video signal detection;
13. Storage – up to 250 test;
14. Must include basic knowledge transfer on how to operate the equipment.

**VIII. SCHEDULE OF REQUIREMENTS:**

Must complete the supply, delivery and installation within forty-five (45) calendar days from receipt of Job Order.

**IX. MODE OF PROCUREMENT:**

The mode of procurement shall be alternative mode of procurement – small value, provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184

**X. PAYMENT SCHEME:**

Payment shall be made on a **ONE TIME PAYMENT**. The PCC shall pay the winning bidder within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Inspection and Acceptance Report, 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.

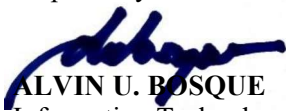
**XII. DISPUTE AGREEMENT / RESOLUTION:**

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

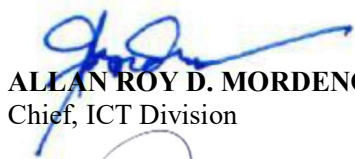
Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:



**ALVIN U. BOSQUE**  
Information Technology Officer I

Approved by:



**ALLAN ROY D. MORDENO, CISM, COBIT(F), ITIL(F)**  
Chief, ICT Division

Noted by:-



**JESON Q. DE LA TORRE**  
Officer-in-Charge, Administrative Office

**Conforme:**

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**Name and Signature of Authorized Representative**

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**Designation**

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**Name of Company**

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**Date**