

INVITATION TO BID FOR

Supply, Delivery, Installation and Provisioning of 100 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission

1. The *Philippine Competition Commission (PCC)*, through the *2019 National Expenditure Program and Fiscal Year 2019 Early Procurement*, intends to apply the sum of **Two Million Pesos (PhP2,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Supply, Delivery, Installation and Provisioning of 100 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission*** under ***Invitation to Bid (IB) No. 201811-0222***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *PCC* now invites bids for the said project (see details in the attached Terms of Reference).

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) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

4. Interested bidders may obtain further information from *PCC* and inspect the Bidding Documents at the address given below during ***Office Hours from 9:00 A.M. to 5:00 P.M. (Monday through Friday)***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***12 November 2018*** 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)***.



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 applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *PCC* will hold a Pre-Bid Conference on **19 November 2018, 02:30 PM** at the address below, which shall be open to all prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **03 December 2018, 12:00 NN**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **03 December 2018, 02:00 PM** at the address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

*The Secretariat
Bids and Awards Committee
Philippine Competition Commission
25/F Vertis North Corporate Center 1,
North Avenue, Quezon City, 1105
Tel. No.: (02) 771-9722/ (02) 771-9757
Email: procurement@phcc.gov.ph or gsd@phcc.gov.ph
Website: www.phcc.gov.ph*



Atty. Joseph Melvin B. Basas
Chairperson
PCC Bids and Awards Committee

TERMS OF REFERENCE

Supply, Delivery, Installation and Provisioning of 100 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission

I. RATIONALE

One of the major requirements of the Philippine Competition Commission (“PCC” or the “Commission”) is the availability of an internet facility that has efficient capability to access electronic data and information from different sources. The Commission has subscribed to online libraries and Office 365, which are cloud-based office applications and other productivity services that are enabled over the internet. Applications under subscriptions includes Jstor, EuroMonitor, CDAsia Online, The Economist, PaRR, eSCRA, Adobe, Microsoft Office 2016, Teams, Yammer, Planner, OneDrive, SharePoint, Skype for Business, Cloud-Based Anti-Virus and Email Syncing using IMAP connection, etc., all of which heavily use internet bandwidth.

In addition, the Department of Budget and Management (DBM) Circular Letter 2017-11, dated July 20, 2017, recommends a 3Mbps dedicated internet bandwidth for each computer using Unified Reporting System (URS). The Financial Planning and Management Office (FPMO) has around 10 users for the URS.

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

II. OBJECTIVE

1. To provide an internet facility that has efficient capability to access electronic data and information from different sources;
2. To provide a reliable, efficient, cost effective and redundant internet connection service for the Commission;
3. Continuous access to cloud-based office applications and other productivity services that are enabled over the internet; and
4. Adequate internet connection speed and bandwidth to cater to the day-to-day need of PCC personnel.

III. SCOPE OF WORKS

The service provider shall perform the following tasks:

- a. The project covers the procurement and implementation of 100Mbps Bonded Internet Connection Service;

- b. Engagement of the service will be Ten (10) months from 01 March to 31 December 2019. The contract may be extended on a month to month basis based on Appendix 24 of Revised Implementing Rules and Regulations (RIRR) of Republic Act (R.A.) 9184;
- c.
- d. Provision of bonded internet connection sourced from two (2) different internet service provider, distributed at 50:50 ratio (active-active) of the required speed;
- e. Provision of layout plan (vertical and horizontal) which must be submitted and approved by Vertis North Corporate Center (VNCC) Tower 1 Administration;
- f. Provision of horizontal and vertical cabling requirement at no additional cost. PCC office is located at 25th Floor, Tower 1, Vertis North Corporate Center, North Avenue, Quezon City.
- g. If needed, coordinate with VNCC and Estate Management for manhole opening within the area of jurisdiction of Tower 1;
- h. Apply all necessary permits with Quezon City Government, VNCC and Estate Management;
- i. Provision of necessary hardware, terminations and other services required to setup the internet connection;
- j. Provision of monthly utilization graphs and/or Multi Router Traffic Grapher (MRTG) tool for monitoring link quality and bandwidth utilization;
- k. Delivery of an IPV6 ready and/or compliant connection;
- l. Provision of 24X7 support services;
- m. Provision of diagnostic reports and updates in case of connection failure; and
- n. Provision of Service Level Agreement which defines parameters of rebates for non-performance, etc.

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Two Million Pesos (PhP 2,000,000.00)**, inclusive of all applicable government taxes and service charges. 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.

V. QUALIFICATIONS 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 experienced internet service provider with at least five (5) years of experience in providing internet services;
- b. Must have the capacity and ability to install, commission, and provide maintenance services and technical support and submit identified key personnel with at least three (3) years of experience working in similar engagement who shall be directly involved in the project; and

- c. Should submit copies of client's satisfactory certificates 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 100 Mbps Direct Fiber Bonded Internet Connection Service.

VI. TECHNICAL SPECIFICATIONS:

- a. Must submit detailed work plan specifying design, installation detailed 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:

| Parameters | Evaluation Parameter |
|---|---|
| 1. Setup a dedicated direct Internet connection at the Commission Must be sourced from two (2) different ISP provider at a 50:50 ratio (active-active) | 100 Mbps Committed Information Rate (CIR) full bandwidth |
| 2. Provide and configure redundant bandwidth manager appliance or any WAN bonding equipment and must be configure for high availability configuration | Configured equipment Both equipment will be on active-active configuration |
| 3. Provide and configure redundant routing equipment compatible with bandwidth manager and must be configure for high availability configuration | Configured Equipment Both equipment will be on active-active configuration |
| 4. Provide a manageable DNS Server | DNS server and administrator account |
| 5. If applicable, provide and install Fiber Optics Media Converter at both ends of the Internet connections | Fiber Optics Media Converter |
| 6. Assign Public Internet Protocol (IP) Addresses to the Commission | Provision of at least 14 usable Public IP Addresses Public IP Address must be sources from the two ISP provider on a 50:50 ratio |
| 7. Provide Domain Name Server (DNS) reverse-lookup for entries with the assigned classless network. | Reliable DNS reverse-look up |
| 8. Provide reliable Forwarding and Secondary DNS. | Reliable forward and Secondary DNS |
| 9. If applicable, provide the Termination Block from end-user to last mile connection | Install termination block |

| | |
|---|--|
| 10. Availability and Quality of Connection | Not less than 96% link uptime in a month |
| 11. Latency (Delay) | <ul style="list-style-type: none"> • Not more than 80 milliseconds average round trip from Commission to ISP port • Not more than 170 milliseconds average round trip from ISP port to US/International port |
| 12. 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 |
| 13. Submit Access/usage reports | Monthly Report |
| 14. Provide proactive notice of scheduled downtimes or service interruption | Not less than 7 days |
| 15. Render customer service support | 24 hours a day for 7 days a week |
| 16. Provide “Performance Credit” or rebate in the Service Level Agreement (SLA) | Performance Credit |
| 17. Provide detailed Work Plan | Detailed work plan |

VII. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

Submission of Deliverables

All identified deliverables (e.g. detailed work plan, checklist of all required technical specifications and features, reports, etc.) in this Terms of Reference should be submitted within the agreed timelines for documentation and processing of payment purposes.

Schedule of Requirements

Complete the Supply, Delivery, Installation and Provisioning of 100 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. Both equipment will be configured on active-active state;
- c. Configure the 100 Mbps Direct Fiber Bonded Internet Connection and integrate it to the Commission’s existing network;

- d. Assign at least 14 usable hosts Public Internet Protocol (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 Commission seven (7) days prior to required testing of the connection;
- b. Testing period will be undertaken for a period of five (5) days with no service interruption;
- c. The 100 Mbps Internet Connection speed must be attained during working hours;
- 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.

During the testing period, the supplier shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations, failure or malfunction of the Commissions equipment and international / regional backbone problems.

VIII. REBATES

- a. Provide industry standard Service Level Agreements (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of the Commission should any of the committed parameters mentioned below is not met; and
- b. Supplier 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 X 7 customer service support
 - Support response time:
 - For call and email support – 30 minutes for first level support

- For onsite support – 3 hours response time. For problems reported after 4:00PM services shall be rendered 8:00AM in the morning of the following business day.

IX. MAINTENANCE

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

X. MODE OF PROCUREMENT

The mode of procurement shall be Public Bidding provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184

XI. 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 for each monthly payment. The payment shall be based on the billing statement accepted by the end-user.

XII. 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.

XIII. 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:


ALLAN ROY D. MORDENO
Chief, ICT Division

Approved by:


KENNETH V. TANATE, PhD. 11/07/18
Concurrent Director IV, Administrative Office

| |
|---|
| Conforme: |
| _____ Name and Signature of Authorized Representative |
| _____ Designation |
| _____ Name of Company |
| _____ Date |