



REQUEST FOR PROPOSAL

Subscription of Offsite Cloud-based Back-up Solution for the Philippine Competition Commission

P.R. No./Date Received: 2021-07-0089 / 01 July 2021	RFQ/P No. / Date: 2021-07-0095 / 09 July 2021	
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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 / Technical Specifications Sheet* subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

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

- Mayor's/Business Permit / BIR Cetificate of Registration in case of individual.
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement (may be submitted prior to issuance of notice of award)
- Signed Terms of Reference / Technical Specifications Sheet
- Curriculum Vitae / Professional License
- List of Ongoing projects (including awarded by not yet started contracts)
- Company Profile

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 **ivabano@phcc.gov.ph** on or before **16 July 2021**, **5:00 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 *Terms of Reference / Technical Specifications Sheet.*

Very truly yours,



PBAC Chairperson 74

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ltem	QTY	ABC	Project Title	Total Amount (To be filled-up by the supplier)
1	1	lot	Subscription of Offsite Cloud-based Back-up Solution for the Philippine Competition Commission	
			(Please see attached Terms of Reference)	
Total Lot ABC		₱ 300,000.00	TOTAL Amount: P	
Delivery Instructions:		nstructions:	Please see attache	ed Terms of Reference

(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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Procurement of Subscription of Offsite Cloud-based Back-up Solution for the Philippine Competition Commission

Terms of Reference

I. RATIONALE:

The Philippine Competition Commission (PCC) have implemented a highly virtualized data center using a Hyperconverged Server Infrastructure (HCI), a software-defined IT infrastructure that virtualizes all the elements of conventional hardware-defined components. PCC HCI currently hosts the Active Directory Domain Services, Dynamic Host Configuration Protocol, Domain Name System, Distributed File System, Windows Server Update Services, Human Resources Information System, Procurement Management System, Asset Management System, Motor Pool Reservation System, Integrated Information Management Application, Integrated Library System, Lex Libris, PCC Website, Security Information and Event Management and different system databases. With the accumulation of information assets, the procurement of a reliable backup platform which will cater to the growing needs of PCC has become a necessity. It shall be used to host virtual machines, file management and related data protection services, to mitigate machine and hardware failures, human errors and natural disasters.

As a rule of thumb, a 3-2-1 approach is ideal to keep data safe in failure scenarios, to have three (3) copies of data, and store two (2) backup copies on different storage media, with one (1) located offsite. ICTD has recently implemented an onsite solution that stores the first backup data on a network attached storage. The procurement of this offsite cloud-based backup will host the third backup copy on an offsite cloud storage solution that will complete the 3-2-1 approach.

II. OBJECTIVE

- 1. Provides efficient, reliable and cost-effective offsite back-up solution for PCC's data and information assets;
- 2. Maintains the integrity of data following an error with minimal loss of data;
- 3. Improves availability strategies of the Information and Communication Technology Division in recovering virtual machines, files, data and related information; and
- 4. Restoring services as quickly as possible.

III. SCOPE OF WORKS:

- Submit manufacturer's catalog and product data;
- Configure cloud-based console control panel;



- Configure network, administrator account and other access levels;
- Install and configure storage;
- Configure and integrate offsite cloud-based backup solution to current PCC onpremise backup solution;
- 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
 - Provide a single point of contact for technical and customer support, either phone or electronic mail;
 - Provide 8X7 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, supplier/s 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 Supplier/s for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Supplier/s 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. Supplier/s shall not use the Information for any purpose other than in connection with the Services. Supplier/s 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 supply, delivery, configuration and testing, any and all Information shall be deleted by PCC. The Supplier/s 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 **Three Hundred Thousand Pesos Only (Php. 300,000.00)** 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.

VI. QUALIFICATION OF THE SUPPLIER:

The Service Contractor should have the following minimum qualifications:

- a. Should be an established IT company with experience in deployment of Offsite Cloud-Based Backup Solution with at least three (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 back-up software / solution and submit the list of identified engineer/s and/or technician/s with at least three (3) years of experience working in similar field of engagement that will be involved in the implementation of the project.
- c. Should submit copies of client's satisfactory certificates from at least three (3) clients for the last three (3) years, with similar contracts. Similar contracts refer to supply, delivery and installation of backup solution either software, hardware or cloud-based.

VII. TECHNICAL SPECIFICATIONS:

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

- 1. Storage Accounts
 - a. Block Blob Storage, General Purpose V2
 - b. Redundancy Locally-redundant storage
 - c. Cool Access Tier
 - d. Capacity 4TB
 - e. Write Operations 100,000
 - f. List and Create Container Operations 100,000
 - g. Read Operations 100,000
 - h. Data Retrieval 1000GB
 - i. Data Write 1000GB
- 2. Subscription Period of Twelve (12) Months
- 3. Account Must provide an administrator account for management of the offsite backup
- 4. Must provide a console or single glass for easy management.
- 5. Bandwidth Must be at least 100GB
- 6. Support Must provide support for installation and configuration of storage blob.
- 7. Training Must provide training and exam certification (Management and Configuration) for product offered for three (3) ICTD Personnel by providing training voucher with one (1) year validity. The training must be provided offsite or virtual, instructor-led by official training center of product offered.

VIII. SCHEDULE OF REQUIREMENTS:

Must complete the supply, delivery, installation and integration of the offsite cloud-based backup software within thirty (30) calendar days from receipt of Notice to Proceed and/or Job Order.

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:

Payment will be **ONE TIME PAYMENT**. The PCC shall pay the Service Contractor within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement and Certificate of Satisfactory Service Rendered to be issued by the end-user.

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 if 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.

ALVIN U. BOSQUE, ITIL 4, KIKF, SFPC, CSFPC, MCP(Azure), CDCP
Information Technology Officer I

Approved by:

ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Noted by:

JESO: Q. DE LA TORRE
Directo. IV. Administrative Office

Conforme:	
Name and Signature of Authorized Representa	tive
Designation	
Name of Company	
Date	