
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 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:



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Approved by:



ALLAN ROY D. MORDENO, CISM
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Noted by:



JESON Q. DE LA TORRE
Director, IV Administrative Office

Conforme:

Name and Signature of Authorized Representative

Designation

Name of Company

Date