INVITATION TO BID FOR

Procurement of Subscription of Back-up Solution 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 Five Hundred Thousand Pesos (PhP2,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Subscription of Back-up Solution for the Philippine Competition Commission** under **Invitation to Bid (IB) No. 201811-0223**. 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, 03:00 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, 03:00 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

PHILIPPINE COMPETITION COMMISSION

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TERMS OF REFERENCE

Procurement of Subscription of Back-up Solution for the Philippine Competition Commission

I.   RATIONALE

The Philippine Competition Commission (PCC) has 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, Integrated Library System, Lex Libris, PCC Website, Security Information and Event Management, and different databases.

With the accumulation of information assets, the procurement of a reliable backup software that will cater to the needs of the PCC is a must, given that such virtual machines, files, data and related information must be protected in case of machine and hardware failures, human errors and natural disasters.

II.   OBJECTIVE

1. Provide efficient, reliable and cost-effective back-up solution for PCC data and information assets;
2. Maintains the integrity of data following an error with minimal loss of data by
3. Improve 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

The service provider shall perform the following tasks:

- Submit manufacturer's catalog and product data.

- Conduct rapid assessment on current situation of PCC information assets and suggest best practices that can be adopted.

- Configure the PCC top of rack switch for network interconnectivity of the master server with the HCI.

- Install and configure the backup software with the master server and define backup policies and rules.

- Test the backup policies and rules.

- Provide all materials, equipment and peripherals, scope of works not mentioned in this Terms of Reference but otherwise needed in the completion of the project.

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- The supplier must submit for approval the following project documentation:

  i. Project Management Team (Name, Role, Qualifications/Certifications, Contact Numbers)
  ii. Deployment Plan
  iii. User Acceptance Test
  iv. Testing and Technical Report

- Service Level Agreement

  o Provide a single point of contact for technical and customer support, either phone or electronic mail;
  o 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. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Two Million Five Hundred Thousand Pesos Only (Php. 2,500,000.00)** 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 established IT company with experience in deployment of Intrusion Detection System 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 back-up software / solution 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.
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 refer to supply, delivery and installation of backup solution either software or hardware based.

VI. TECHNICAL SPECIFICATIONS:

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

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1. The backup software must be able to handle rapid recovery, data loss avoidance, recoverability, and visibility with the following features:
   o Must be compatible with the current PCC HCI Hypervisor (Acropolis), hardware and related components;
   o Licensing option: Per Core (12 Cores)
   o Subscription is from January to December 2019
   o Can be agent or agentless software;
   o With centralized management web user interface;
   o Can recover a Virtual Machine (VM) on the original host or a different host;
   o Can quickly restore service VM directly from a backup file on a regular backup storage;
   o With point-in-time recovery for VM;
   o Can recover individual VM files;
   o Can backup virtual machine in a cloud storage;
   o Can recover files from windows, linux, BSD, Mac OS, etc.
   o Restore individual VMs, guest files and applications from snapshots;
   o Must be compatible with the current PCC control system and applications such as Active Directory, Microsoft Exchange, SQL Server and Sharepoint;
   o With a self-service Web User Interface for restoration for guest files, Microsoft exchange mailbox and database recovery;
   o Must be application aware;
   o Can streamline ad-hoc backup for live VMs;
   o Can perform incremental backups;
   o With built-in deduplication, compressions and swap exclusions;
   o Can analyze the NTFS Master File Tables;
   o Can copy VM backups to Disaster Recovery storage solutions (e.g azure) at least five (5) critical VM backup;
   o Fully integrated, fast and secure backup and can restore from cloud with end-to-end encryption;
   o Can replicate VMs for high availability and off-site disaster recovery;
   o Can test and verify VM for recoverability including support for custom application test scripts;
   o With sand boxing technology;
   o The supplier must provide associated equipment required for the completion of the project with the minimum specifications:
      i.   at least Dual Core 2.2Ghz or higher;
      ii.   At least 32GB memory or higher;
      iii. With DVD-RW ultraslim;
      iv.   At least two (2) SSD SATA 6G 960GB Mixed-Use 2.5" for Operating System and Backup Software;
      v.   With at least 2 X 1G Base-T Interface
      vi.   With at least 2 X 10G SFP Module or latest
      vii. With at least 2 X 10G SFP Transceivers or latest (must be compatible with the current PCC Top of Rack [DELL S4048-ON] Switch);
      viii. With dual power supply, at least 800Watts;
      ix.   With railing kits and peripherals; and
      x.   One (1) year warranty on parts, repair and onsite.

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o Provide the following network peripherals for the PCC current Network Attached Storage (DELL Storage NX3230):
  i. Network Daughter Module with at least 2 X 10G SFP Slot; and
  ii. With at least 2 X 10G SFP Transceivers or latest (must be compatible with the current PCC Top of Rack [DELL S4048-ON] Switch).

o Provide at least 4 X 10G SFP Transceivers for the PCC current Top of Rack Switch (DELL S4048-ON) and must be compatible with Network Attached Storage and Master Server; and

o Provide all materials, equipment and peripherals, scope of works not mention in this Terms of Reference but needed in the completion of the project.

o The supplier must provide training / knowledge transfer for information and Communication Technology Division (ICTD) personnel on the implementation in relation to the deployment and configuration and operation of the backup software.

VII. SCHEDULE OF REQUIREMENTS

The Service Contractor must complete the supply, delivery, installation, and integration of the backup software within thirty (30) calendar days from receipt of the Notice to Proceed.

VIII. 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.

IX. 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.

X. 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.

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XI.   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.

Prepared by:

ALLAN ROY D. MORDENO
Chief, ICT Division

Approved by:

KENNETH V. TANATE, PhD.   1/08/18
Concurrent Director IV, Administrative Office

Conforme:

_____
Name and Signature of Authorized Representative

_____
Designation

_____
Name of Company

_____
Date

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