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## TERMS OF REFERENCE

### Provision of Backup Software Subscription for Microsoft 365 for the Philippine Competition Commission

#### I. RATIONALE:

The Philippine Competition Commission (PCC or the Commission), through the Information and Communications Technology Division (ICTD), manages, maintain the active subscription of Microsoft 365.

To secure PCC's data, a comprehensive solution is needed to enable the ICTD to backup and restore all information residing in the Microsoft cloud platforms, to include data in Exchange, SharePoint, OneDrive for Business, Teams, and on-premises Exchange and SharePoint.

#### II. OBJECTIVES:

1. Retrieve unintentionally deleted emails from mailbox and OneDrive accounts.
2. Address retention policy or restore inflexibility gaps.
3. Protects organization's data from internal and external security threats.
4. Comply with legal and regulatory requirements.

#### III. SCOPE OF WORK:

- Subscription period for twelve (12) months from installation of license.
- Configuration of server requirements (OS and hardware to be provided by PCC)
- Deployment, installation, and configuration of backup software.
- Integration of backup software to the PCC Microsoft 365 tenant. Configuration for basic and modern authentication features.
- Configuration of external data storage for the backup.
- Configuration of policies for backup retention and deletion cycle.
- Upgrade of firmware version to latest stable version, if needed.
- Submission manufacturer's catalog/ product data/ administration guide.
- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Terms of Reference but is needed in the completion of the project).
- Service Level Agreement
  - Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC;
  - 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. For problem reported after 4:00 PM, services shall be rendered in the morning of the following business day.
- Submit Technical Report.



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

To ensure protection of PCC information 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 Service 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.

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

The ABC for the project is **NINE HUNDRED NINETY THOUSAND PESOS ONLY (PhP 990,000.00)**, inclusive of all applicable government taxes. 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 Bidder/s 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 bidder/s should have the following minimum qualifications:

- a. Should be an established IT company with at least three (3) years’ experience in installing and configuring backup software. Must submit certification of authorized distributorship / dealership / resellership from the distributor / manufacturer of the product/s offered.
- b. Submit the list of identified engineer/s and/or technician/s with **signed curriculum vitae** that will be involved in the software, **with at least three (3) years of experience working in similar field of engagement.**
- c. 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 installation and configuration of Backup Software.

The pertinent documents to support the above-mentioned qualifications shall be part of the bid submission.

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

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

- At least Three Hundred (300) Licenses
- Must be compatible with the existing PCC Infrastructure Backup Software (Veeam Backup Enterprise).
- Must have a single pane of glass for management of backup
- Must have the following features and capabilities:
  - must support Microsoft Office 365 Exchange Online and Microsoft Exchange Server 2019, 2016 or 2013 (on-premises).
  - can retrieve mailbox items from a cloud-based instance of Microsoft Office 365. It backs up those items into an archive database based on Extensible Storage Engine (ESE).
  - Must allow for quick search, eDiscovery and recovery of individual mailbox items from both the archived Microsoft Office 365 content as well as on-premises Exchange backups.
  - supports application-aware processing of backup for Microsoft Office 365 servers and allows for creation of consistent backups of Office 365 archives.
  - can retrieve Office 365 Exchange Online mailbox items (email, calendar and contacts\*) from a cloud-based instance of Office 365 and uniquely back up this mailbox data into the same format that Microsoft Exchange uses natively.
  - capable to restored directly to an Office 365 mailbox, an on-premises Exchange mailbox, saved as a file, emailed as an attachment or exported as a PST from Mailbox item.
  - must support these following types of Microsoft organizations: Microsoft Office 365 organizations, On-Premises Microsoft organizations and Hybrid organizations.
  - can configure Microsoft Azure AD applications for Microsoft Office 365 organizations added using modern app-only authentication to minimize throttling when backing up Microsoft SharePoint Online and Microsoft OneDrive for Business data.
  - backup job can do a set of configuration parameters that define a list of users, groups, sites, teams and organizations to back up, a location where to store backups, a schedule according to which new backups must be created.
  - Can restore Microsoft Office 365 data with the use of Explorer such as:
    - Microsoft Exchange mailboxes, folders, messages, tasks, contacts.
    - Microsoft SharePoint sites, libraries and items.
    - Microsoft OneDrive for Business items and folders.
    - Microsoft Teams teams, channels, tabs, posts and files.

#### **VIII. SCHEDULE OF REQUIREMENTS:**

Must complete the installation and provisioning 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 Negotiated Procurement – Small Value Procurement, provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

**X. PAYMENT SCHEME:**

Payment shall be **ONE TIME PAYMENT**. The PCC shall pay the Provider within fifteen (15) working days upon receipt of the original signed Statement of Account or billing statement, supported by Certificate of Completion and/or 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 for 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.

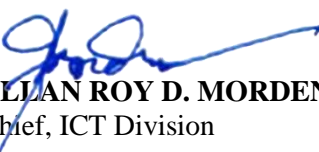
In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

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

Prepared by:

  
**ALVIN U. BOLOGUE**, LIM, CySA+, ITIL 4, KIKF, SFPC, CSFPC, MCP(Azure), CDCP  
Information Technology Officer I

Approved by:

  
**ALLAN ROY D. MORDENO**, CISM  
Chief, ICT Division

Noted by:

  
**JESON Q. DE LA TORRE**  
Director IV, 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**

\_\_\_\_\_  
**Date**

# [For Approval] RFQ - Backup Software Subscription for Microsoft 365

Final Audit Report

2022-07-06

Created:	2022-07-06
By:	Procurement PCC (procurement@phcc.gov.ph)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyYhZID1WR5f6AfY1wiquJ2SWYcFiHs5n

## "[For Approval] RFQ - Backup Software Subscription for Microsoft 365" History

-  Document created by Procurement PCC (procurement@phcc.gov.ph)  
2022-07-06 - 8:49:13 AM GMT- IP address: 110.54.160.111
-  Document emailed to rroira@phcc.gov.ph for signature  
2022-07-06 - 8:51:01 AM GMT
-  Email viewed by rroira@phcc.gov.ph  
2022-07-06 - 8:51:31 AM GMT- IP address: 120.29.76.240
-  Document e-signed by rro (rroira@phcc.gov.ph)  
Signature Date: 2022-07-06 - 8:52:09 AM GMT - Time Source: server- IP address: 120.29.76.240
-  Document emailed to jbbasas@phcc.gov.ph for signature  
2022-07-06 - 8:52:11 AM GMT
-  Email viewed by jbbasas@phcc.gov.ph  
2022-07-06 - 8:55:25 AM GMT- IP address: 110.54.132.93
-  Document e-signed by Jmbb (jbbasas@phcc.gov.ph)  
Signature Date: 2022-07-06 - 8:55:50 AM GMT - Time Source: server- IP address: 110.54.132.93
-  Agreement completed.  
2022-07-06 - 8:55:50 AM GMT

