REQUEST FOR QUOTATION

"Procurement for the Subscription of Offsite Cloud-Based Back-up Solution for the Philippine Competition Commission"

P.R. No./Date Received: **201907-0164 / 19 July 2019**   RFQ/P No. / Date: **201907-0148 / 02 August 2019**

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** subject to the Terms and Conditions and within the **Approved Budget for the Contract (ABC)**.

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

- *Valid Mayor's/Business Permit*
- *Latest Income/Business Tax Return*
- *PhilGEPS Registration Number (proof of registration must be submitted)*
- *Signed Terms of Reference*
- *Notarized Omnibus Sworn Statement - (see attached format as Annex "A")*

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 **mvbambao@phcc.gov.ph** on or before **07 August 2019, 12:00NN** 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 ot toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference**.

Very truly yours,

ATTY. JOSEPH MELVIN B. BASAS
Chairperson, PBAC

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1 lot	₱ 350,000.00	Procurement for the Subscription of Offsite			
			Cloud-Based Back-up Solution for the Philippine			
			Competition Commission (PCC)			
			(Pease see attached Terms of Reference.)			
			------------------ **Nothing Follows** ------------------			
Total Lot ABC		₱ 350,000.00			**TOTAL Amount:**	
Delivery Instructions:			*Please see attached 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 : _____

25/F Vertis North Corporate Center I,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(02) 771 9722

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

Terms of Reference

I.   RATIONALE:

The Philippine Competition Commission (PCC) has implemented a highly virtualized data center using a Hyperconverged Server Infrastructure (HCI), a software-defined information technology (IT) that virtualizes all the elements of conventional hardware-defined components. PCC HCI currently hosts the Active Directory Domain AD Services (ADS), Dynamic Host Configuration Protocol (DHCP), Domain Name System (DNS), Distributed File System (DFS), Windows Server Update Services (WSUS), Human Resources Information System (HRIS), Integrated Library System (ILS), Lex Libris, PCC Website, Security Information and Event Management (SIEM) and various databases. With the accumulation of information assets, procurement of a reliable backup platform that will cater to the growing needs of PCC is a must, such as in hosting virtual machines, file management and related data protection services, to mitigate machine and hardware failures, human errors and natural disasters.

The Information and Communications Technology Division (ICTD) has proposed to adopt a 3-2-1 data protection strategy, an ideal approach to keep data safe in case of a failure scenario. It shall have three (3) copies of data, stored in two (2) backup copies on different storage media, with one (1) located offsite. ICTD has recently implemented an onsite solution that complements the first backup data on a network attached storage (NAS). The procurement of the offsite cloud-based will host the second backup copy on an offsite cloud storage service to complete the 3-2-1 backup solution strategy.

II. OBJECTIVE
1. To provide efficient, reliable and cost-effective offsite back-up solution for PCC data and information assets;

2. To maintain the integrity of data following a minimal error data loss;

3. To improve availability strategies of recovering virtual machines, files, data and related information; and

4. To enable an accessible restoration services available offsite.

III. SCOPE OF WORKS:

- Submit manufacturer's catalog and product data;

- Configure cloud-based console control panel in accordance with the required specifications;

- Configure network, administrator account and other access levels;
- Install and configure storage;

- Configure and integrate offsite cloud-based backup solution to current PCC on-premise backup solution;

- Provide necessary licenses, materials, equipment and/or peripherals, and scope of works not mention in this Terms of Reference but needed in the completion of the project;

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

  i. Project Management Team (Name, Role, Qualifications/Certifications, Contact Numbers.)
  ii. Deployment Plan
  iii. Acceptance Test Plan and Report
  iv. Technical Configuration 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. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT

To ensure protection of PCC assets, Service Providers 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.

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All data, documents, records, backup files and Virtual Machine (VM) configuration files and metadata (collectively "Information") to be provided to the Service Providers for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Service Providers acknowledge the importance of maintaining security and confidentiality of Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. Service Providers may not use the Information for any purpose other than in connection with the Services. Service Providers 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 Services, any and all Information in the cloud-based backup solution shall be immediately downloaded and deleted by PCC. The Service Provider 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 Fifty Thousand Pesos Only (Php.350,000.00) from *August to December 2019*, inclusive of all applicable government taxes and service charges *(Pro-rated contract cost must be from date of effectivity of contract to December 2019)*. 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 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 Offsite Cloud-Based Backup Solution 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.

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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 and/or certificates of completion and acceptance 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, 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)
   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 is from the date of effectivity of contract to December 2019
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 official certification training (Management and Configuration - Fundamentals of Cloud Computing and Cloud Business Continuity and Disaster Recovery) of the product offered for three (3) ICTD Personnel. The training must be provided offsite by official training center of the offered product.

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 of Award.

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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:

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.

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.

Prepared by:

Reviewed by:

ALVIN U. BOSQUE
Information Technology Officer I, ICT Division

ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Approved by:

JESON Q. DE LA TORRE
Officer-In-Charge, Administrative Office (AO)

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