PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center 1,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

REQUEST FOR PROPOSAL

Webhosting Services for the PCC Website

P.R. No./Date Received: **2025-07-0121 / 24 July 2025**

RFQ/P No. / Date: **2025-08-0131 / 13 August 2025**

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 **Technical Specifications** subject to the Terms and Conditions and within the Approved Budget for the Contract.

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

- Valid Mayor's/Business Permit / BIR Cetificate of Registration in case of individual.
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement
- Signed Request for Proposal
- Signed Technical Specifications

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 ***mbnunez@phcc.gov.ph*** on or before **18 August 2025, 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 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 12009: Section 71 - Liquidated Damages and Section 98 - 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 70 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 **Signed Technical Specifications**.
10. Please note that the **award of the procuement is on a per lot basis.**
11. This project adopts the Implementing Rules and Regulations of RA 12009.

Very truly yo redacted

ATTY. JOSEPH MELVIN B. BASAS redacted
PBAC Chairperson /

Item	QTY	Unit	Total ABC	Item/Description	Unit Cost (PhP) *(To be filled-out by the supplier)*	Total Amount (PhP) *(To be filled-out by the supplier)*
1	1	lot	₱ 400,000.00	Webhosting Services for the PCC Website		
				(Please see attached Technical Specification)		
Total ABC			₱ 400,000.00	**TOTAL Bid Amount**		
Delivery Instructions:				*(Please see attached Technical Specification)*		

*(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 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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TECHNICAL SPECIFICATIONS

Provision of Webhosting Services for PCC Website

I. RATIONALE:

The Philippine Competition Commission (PCC) seeks to establish a comprehensive, reliable, and secure web hosting solution for its website. The PCC website is envisioned to be a comprehensive platform that facilitates access to PCC's resources, news, publications, regulatory updates, and other essential information. It will serve as an essential tool for communication, education, and transparency, contributing to the PCC's goal of creating a competitive and fair marketplace in the Philippines.

II. OBJECTIVES:

1. Secure a reliable, scalable and cost-effective web-hosting service.
2. Ensure optimal performance, security, and availability for the PCC website.
3. Support the PCC's digital presence, operational requirements, and future growth.

III. SCOPE OF WORK:

- Subscription period for twelve (12) months.
- Provide technical support for management and configuration of server properties.
- Replication of existing web servers and DNS configuration as part of the migration process, in case of turnover.
- Submission of implementation plan, rollback plan and Gantt chart for monitoring project timeline/schedules (applicable for migration activity).
- Assistance in acquiring daily cloud backup of the website.
- Provision of SSL certificate for twelve (12) months.
- Must submit a signed Service Level Agreement including details **(Annex A)**.

IV. INFORMATION SECURITY MANAGEMENT SYSTEM

To ensure the Philippine Competition Commission (PCC) maintains a high standard of information security when engaging with third-party providers, all service provider/s are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the service provider(s) for the purpose of delivering services are considered confidential and remain the exclusive property of PCC. The service provider(s) shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The service provider(s) shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the supplier(s) shall ensure that, upon completion of the service, they will not retain any portion of the Information in any form whatsoever.

A notarized Non-Disclosure Agreement **(Annex B)** shall be submitted to the ISMS Secretariat in compliance with the approved PCC Information Security Management System.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **FOUR HUNDRED THOUSAND PESOS ONLY (400,000.00)*,*** inclusive of all applicable government taxes and service**.** 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 more than the ABC shall be automatically rejected at bid opening.

VI. QUALIFICATION OF THE SERVICE PROVIDER

The service provider should be legally registered in PhilGEPS and have secured a BIR Tax Certificate and/or Clearance and duly registered with DTI/SEC/CDA to be eligible to submit bids. Similarly, the service provider/s should have the following minimum qualifications:

a. Demonstrated experience in providing web hosting services to government agencies or similar organizations.
b. Proven track record of maintaining high levels of security, performance,

and uptime.

c. Capability to provide scalable solutions that can grow with the PCC's needs.
d. Strong customer support infrastructure.

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.

- Subscription period of twelve (12) calendar months.
- Must have the following specifications.

FEATURES	One (1) **Active** Server
Operating System	Compatible with PHP 8 version and above
vCPU	At least 6vCPU
RAM	At least 12GB
Storage	At least 160 GB
Data Cap	At least 5 TB
IP Address	At least 1 IPv4
Multiple Hosted Domains	At least 5
Security software	One (1) year
Content Delivery Network Services (DDoS Protection, WAF, SSL/TLS Encryption, DNS Management)	*Paid version for one (1) year*
Website Backup Solutions (Automated Website Backup, Website Monitoring, Malware Detection, Historical Versioning, Secure Offsite Storage)	*Paid version for one (1) year*

Website Firewall and Protection Services (Blacklist Monitoring, Malware Detection and Removal)	*Paid version for one (1) year*
Wild Card Secure Socket Layer (SSL)	Paid version for one (1) year
SSH/SFTP access	One (1) year
Tracking and Reporting	One (1) year
Content Management System	Compatible with Major Content Management System
Database	MySQL
MySQL User	Unlimited
Database Management	PHPMyAdmin
Multiple Sub-Domains	Unlimited
Instant Setup / Activation	Yes
Latest cPanel	Yes
Uptime	99.5% Uptime Guarantee
Backup	Daily and Weekly
Support	24x7/365
Delivery Period	15-30 days

VIII. SCHEDULE OF REQUIREMENTS:

Must complete the setup and provisioning within fifteen (15) to thirty (30) calendar days from receipt of Notice to Proceed and/or Job Order.

IX. MODE OF PROCUREMENT:

The mode of procurement shall be Small Value Procurement, provided under the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 12009.

X. PAYMENT SCHEME:

The payment shall be **ONE TIME PAYMENT**. The PCC shall pay the service 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:

The Service Provider guarantees a minimum up-time percentage of 99.5% for the duration of the one-year contract. If the service provider fails to maintain this uptime standard, the procuring entity reserves the right to deduct liquidated damages from the total contract amount.

The liquidated damages shall be based on the provisions of the Annex A: Service Level Agreement under Section 7: Service Level and Credits. In such case that the total liquidated damages reach ten percent (10%) of the total contract amount, the end user may initiate Annex A: Service Level Agreement section 9: Termination Pursuant to Section 71.1.4 of the Revised Implementing Rules and Regulations of Republic Act 12009. The maximum deduction for liquidated damages shall not exceed ten percent (10%) of the total contract amount.

Should the service provider consistently fail to meet the uptime requirement or if deductions reach the maximum limit, the procuring entity retains the right to terminate the contract early, without prejudice to other remedies available under the contract and applicable law, and forfeiture of its warranty security. Monthly up-time reports and accessible real-time monitoring tools are required for the procuring entity to verify up-time performance throughout the contract period.

XII. DISPUTE AGREEMENT / RESOLUTION:

Should any dispute relate 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:

redacted

ELLIS MIKHAIL M. MANGUNE
Information Systems Analyst II

Approved by:

redacted

ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Noted by: redacted

JESON Q. DE LA TORRE
Director IV, Administrative Office

Conforme:

_____
Name and Signature of Authorized Representative

_____
Designation

_____
Name of Company

_____
Date

ANNEX A.

Service Level Agreement (SLA)

This Service Level Agreement (SLA) outlines the expectations and responsibilities of the **Service Provider** and **the Philippine Competition Commission** for the provision of web hosting services.

1. Effective Date & Term

This Agreement shall commence on **27 September 2025** to **27 September 2026** and remain in effect until terminated by either party according to the terms outlined in this SLA.

2. Scope of Services

The Service Provider agrees to provide web hosting services as detailed below:

- **Hosting Environment**: Virtual Private Server (VPS)
- **Server Specifications**: Please refer to *Annex A-1.*
- **Uptime Guarantee**: 99.5% uptime per month
- **Website Hosting Space**: at least 160GB
- **Backups**: Daily/weekly backups
- **Technical Support**: 24x7/365 support availability
- **Security**: SSL certificates (Wildcard), DDoS protection, firewalls

3. Performance Standards

The Service Provider agrees to provide web hosting with the following performance metrics:

- **Uptime**: The Service Provider guarantees 99.5% uptime for hosting services, excluding scheduled maintenance.
    - **Uptime Calculation**: Total time the service is available is divided by the total time in a month.
    - **Penalty for Downtime**: If uptime falls below the guaranteed 99.5%, the Service Provider will provide credit to the Client.
        - **Calculation of Credit**: one tenth (0.1%) of 1% of total contract for each percentage point downtime below the guarantee.
- **Support Response Time**:
    - **Critical Issues (e.g., website down)**: Response within **4 hours**
    - **Non-Critical Issues (e.g., general inquiries)**: Response within **3 business days**

4. Availability of Support Services

Support services will be available **24/7** through the following channels:

- Email: [support@provider.com]
- Phone: [Support Phone Number]
- Live Chat: Microsoft Teams or Viber App

The response times will be as per the guidelines above.

5. Scheduled Maintenance

Scheduled maintenance will be performed regularly, and the Service Provider will notify the Client at least 5 days in advance. The scheduled maintenance window will be from **12:00 am to 5:00 am** and is expected to last no longer than **1 hour**. Maintenance that is expected to exceed the agreed duration will be communicated to the Client in advance.

6. Security and Backups

- **Backups**: The Service Provider will perform daily/weekly backups of all website data and store them for a period of **7 days**.
- **Data Restoration**: In the event of a data loss, the Client may request data restoration. The Service Provider will restore data from the most recent backup available within **2 hours**.
- **Security**:
    - The Service Provider will implement security measures such as firewalls, SSL encryption, and DDoS protection to protect the Client's website.
    - The Client is responsible for implementing any additional security measures for their website content (e.g., content management system updates).

7. Service Levels & Credits

In the event of service interruptions that do not meet the agreed performance standards, the Client may be entitled to the following service credits:

Issue Type	Service Credit
Downtime below the minimum guaranteed 99.5% uptime	**5%** of monthly fee per hour of downtime, calculated on a prorated basis for partial hours
Critical support delays	**10%** of monthly fee per hour of delayed response, calculated on a prorated basis for partial hours
Data restoration failure	**75%** of monthly fee if no restoration is provided in within 3 hours (not prorated)

Note: Service credits are not cumulative and will be the only remedy for performance failures. **Prorated calculation** means that partial hours of downtime or delay are computed as a fraction of the applicable service credit. (e.g., 30 minutes downtime below the minimum guaranteed 99.5% uptime = 2.5% credit).

8. Client Responsibilities

The Client agrees to:

- Provide accurate contact information for support purposes.
- Ensure that their content complies with legal regulations and does not violate third-party rights.
- Maintain secure login credentials for accessing the hosting services.
- Implement security measures for the Client's website that exceed the Service Provider's offering if necessary.

9. Termination

Pursuant to Section 99.2 of the Revised Implementing Rules and Regulations of Republic Act No. 12009, the Procuring Entity reserves the right to terminate the contract in the event that the cumulative liquidated damages imposed upon the Service Provider reach equal or more than ten percent (10%) of the total contract price, constituting a failure to perform within the required period.

10. Amendments

This Agreement may be amended or modified by mutual written consent of both parties.

11. Dispute Agreement/ Resolution

Should any dispute relate 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.

Signature
Client: _____
Date: _____

Service Provider: _____
Date: _____

ANNEX A-1

Technical Requirements Checklist			
Particulars	**Software (Name/Brand)**	**Submitted (✓/X)**	**Remarks**
Operating System			
vCPU			
RAM			
Storage			
Data Cap			
IP Address			
Multiple Hosted Domains			
Security Software			
Content Delivery Network Services			
Website Backup Solutions			
Backup Storage (local, cloud)			
Website Firewall and Protection Services			
Wildcard Secure Socket Layer			
SSH/SFTP access			
Tracking and Reporting			
Content Management System			
Database			
Database Management			
Multiple Sub-Domains			
Instant Set-up/Activation			
Latest CPanel			

Note: Please submit/attach the checklist along with other soft copies of pertinent documents as proof/means of verification.

ANNEX B

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this [Day] day of [Month] [Year] by and between:

> **THE PHILIPPINE COMPETITION COMMISSION**, with office address at 25/F, Tower 1, Vertis North Corporate Center, North Avenue, Quezon City, 1105, represented herein by its Executive Director, **Kenneth V. Tanate**, and hereinafter referred to as the "First Party";
>
> - and -
>
> **[NAME OF THE SECOND PARTY]**, with address at [Address of the Second Party], represented herein by its [Title of the Representative of the Second Party], **[Name of the Representative of the Second Party]** and hereinafter referred to as the "Second Party";

(The First Party and the Second Party are individually referred to in this Agreement as a "Party" and collectively, as the "Parties".)

RECITALS:

(A) The Second Party was engaged as **[Nature of Engagement of the Second Party]** of the First Party on **[Date of Engagement/Main Contract]** for the [Purpose of the Engagement/Main Contract] (the "Engagement");

(B) To enable the Second Party to effectively perform the Engagement, the First Party is expected to disclose certain Confidential Information relating to the exercise of its powers and functions as well as its daily operations;

(C) In order to protect such Confidential Information from unauthorized use and disclosure, the Parties have agreed to set out their rights and obligations with respect to such Confidential Information.

For and in consideration of the foregoing and the agreements hereinafter set forth, the Parties agree as follows:

1. **Confidential Information**

   The Parties agree and understand that "Confidential Information", as such term is used in this Agreement, shall refer to all information designated by the First Party as confidential or would reasonably be regarded as confidential or proprietary in nature, or treated as confidential, including, but not limited to, the submitted source documents of the First Party pertinent to the Engagement, and to any data that the First Party may disclose to the Second Party, as well as data that may be accessed, developed, or maintained by the Second Party in the course of the Engagement. Such information shall be considered Confidential Information whether the same is in writing, communicated orally or by any other means; whether such information has come into the possession of the Second Party through disclosure or by accident, and whether

such information has come into the possession of the Second Party before or after the effectivity of this Agreement.

Confidential Business Information, as defined under Sec. 4(e) of Republic Act 10667, otherwise known as the Philippine Competition Act, shall likewise be considered as Confidential Information.

For the avoidance of doubt, the Parties agree and understand that Confidential Information shall not include:

(i) information that is or has become publicly known for reasons other than the breach by the Second Party of either this Agreement or any other confidentiality obligation any such person has, had, or may have to the First Party or any of its officers, employees, development partners, or officers or employees of the First Party's development partners, under this Agreement or otherwise;

(ii) information required by law to be disclosed, provided that the Second Party gives the First Party prompt notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure; and

(iii) information disclosed with the prior and valid written consent of the First Party pertaining only to the extent agreed upon by the Parties.

2. Confidentiality Obligations

2.1 The Second Party, including all its officers, employees, agents, consultants, or other persons under the Second Party's supervision or control, agrees and binds itself to:

(i) hold the Confidential Information in strict confidence;

(ii) take reasonable and necessary steps to guard against the unauthorized dissemination, disclosure or publication of the Confidential Information;

(iii) handle the Confidential information with the same degree of care used to protect its own Confidential Information, but in no event less than reasonable care;

(iv) not disclose any Confidential Information to any third person without the prior written consent of the First Party;

(v) use the Confidential Information solely for the performance of its obligations under the Engagement;

(vi) not use such Confidential Information to the detriment of the First Party;

(vii) upon discovery of any inadvertent or unauthorized disclosure of Confidential Information, notify the First Party of such disclosure and the details thereof in a timely manner, and take reasonable measures to prevent any further disclosure;

(viii) immediately return to the First Party any physical or, at least, physically ascertainable Confidential Information in its possession or control, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like, that has come into its possession by accident; and

(ix) immediately return to the First Party, upon the end of the Engagement or when the purpose for which the Confidential Information was disclosed to the Second Party has been accomplished or ceases, any physical or, at least, physically ascertainable Confidential Information in its possession or control including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

3. Miscellaneous

3.1 Any revisions, amendments, repeals, and supplements to this Agreement shall be binding and effective only if in writing and signed by both Parties.

3.2 If any term in, or provision of, this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, the term or provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

3.3 The rights and obligations of each Party contained in this Agreement shall survive and remain in full force even after termination, except when all Confidential Information of the First Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Second Party.

3.4 The Parties shall exert their best effort to amicably settle any dispute that may arise out of or in connection with this Agreement. In case of failure to amicably settle such disputes, any and all actions or suits shall be filed with or instituted with the proper courts of Quezon City, to the exclusion of all other venues.

3.5 No failure to exercise, or delay in exercising, any right or remedy under this Agreement will operate as a release or waiver of such right or remedy or any other right or remedy, nor will any single or partial exercise of any right or remedy under this Agreement or provided under Philippine Law preclude any other or further exercise of it or the exercise of any other right or remedy or prejudice or affect any right or remedy against others under the same liability whether joint, several or otherwise. A waiver of any breach of this Agreement or any right of remedy under this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

3.6 This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date first above written.

For the First Party:

Kenneth V. Tanate
Executive Director

For the Second Party:

[Name of Second Party/Representative]
[Title of the Second Party Representative, if Non-Juridical Person]

Witnessed By:

[Name of Witness for the First Party]
[Title of the Witness for the First Party]

[Name of Witness for the Second Party]
[Title of the Witness for the Second Party]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.
x----------x

BEFORE ME, a Notary Public for and in the above jurisdiction personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED

who are known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of ___ pages including this page wherein this Acknowledgment is written and is signed by the parties and their instrument witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this ____ day of _____ at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202___.