

REQUEST FOR PROPOSAL

Provision of Webhosting Services for the New PCC Website

P.R. No./Date Received: 2024-06-0158 / 01 August 2024

RFQ/P No. / Date: 2024-08-0184 / 30 Aug 2024

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.

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

- Valid Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement (To be issued prior to issuance of award)
- Signed Request for Proposal
- Signed Terms of Reference

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 procurementunit@phcc.gov.ph or lvabano@phcc.gov.ph on or before **Wednesday, 04 Sep 2024, 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 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 or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed Terms of Reference
10. Please note that the award of the procurement is on a per lot basis.

Very truly yours, [confidential]

DIR. JESON Q. DE LA TORRE
Chairperson, Bids and Awards Committee [confidential]

Item	QTY	Unit	Total ABC	Item/Description	Unit Cost (PhP)	Total Amount (PhP)
					<i>(To be filled-out by the supplier)</i>	
1			₱ 295,000.00	Provision of Webhosting Services for the New PCC Website		
				<i>(Please see attached Terms of Reference)</i>		
Total ABC (Per Lot)			₱ 295,000.00	TOTAL Amount		
Delivery Instructions:				<i>(Please see attached Terms of Reference)</i>		

(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 : _____



TERMS OF REFERENCE

Provision of Webhosting Services for New PCC Website

I. RATIONALE:

The Philippine Competition Commission (PCC) seeks to establish a comprehensive, reliable, and secure web hosting solution for its new website. The new 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 new 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 server and DNS configuration as part of the migration process.
- Assistance in acquiring daily cloud backup of the website.
- Provision of SSL certificate for twelve (12) months;

SERVICE LEVEL AGREEMENT

- The service provider guarantees a minimum of 99.5% uptime.
- Develop a detailed migration plan, including timeline and specific steps to ensure a seamless transition.
- Conduct thorough testing to ensure all systems and configurations are working correctly on the new server.

- Provide a single point of contact for technical and customer support, either phone or electronic mail.
- Provide 8X7 call and email technical support including weekends and holidays. For problem reported after 4:00 PM, services shall be rendered in the morning of the following business day.
- Technical support will be focused and limited to general type of support.

IV. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT

To ensure protection of PCC information assets, service provider is 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 service provider for the purpose 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 this Information by any third person or entity. Service provider shall not use the Information for any purpose other than in connection with the services. Service provider 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 **TWO HUNDRED NINETY-FIVE THOUSAND PESOS ONLY (295,000.00)**, 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/s 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) 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
<i>Content Delivery Network Services (DDoS Protection, WAF, SSL/TLS Encryption, DNS Management)</i>	<i>Paid version for one (1) year</i>
<i>Website Backup Solutions (Automated Website Backup, Website Monitoring, Malware Detection, Historical</i>	<i>Paid version for one (1) year</i>

Versioning, Secure Offsite Storage)	
Website Firewall and Protection Services (Blacklist Monitoring, Malware Detection and Removal)	<i>Paid version for one (1) year</i>
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 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 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 shall guarantee a minimum uptime percentage of 99.9% for the duration of the one-year contract. In the event that 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 deduction rate shall be calculated at one-tenth (0.1%) of the total contract amount for each percentage point (or part thereof) below the 99.9% uptime requirement. 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 uptime reports and accessible real-time monitoring tools are required for the procuring entity to verify uptime performance throughout the contract duration.

WARRANTY SECURITY

To guarantee that the service provider shall perform his responsibilities as prescribed in Section **62.2.3.1(a)** of this IRR, it shall be required to post a warranty security in accordance with the following schedule:

Form of Warranty Security	Amount of Warranty Security (Not less than the required percentage of the Total Contract Price)
a.) Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
b.) Bank guarantee confirmed by a Universal or Commercial Bank.	Ten percent (10%)

<p>a.) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>
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The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of the said one (1) year period.

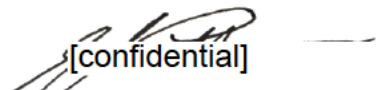
XII. DISPUTE AGREEMENT / RESOLUTION:

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.

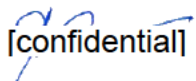
In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

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

Prepared by:


 [confidential]
ELLIS MIKHAIL M. MANGUNE
 Information Systems Analyst II

Approved by:


 [confidential]
ALLAN ROY D. MORDENO, CISM
 Chief, ICT Division

Noted by:


 [confidential]
JESON Q. DE LA TORRE
 Director IV, Administrative Office

Conforme:

Name and Signature of Authorized Representative

Designation

Name of Company

Date