

## REQUEST FOR PROPOSAL

### Procurement of Subscription of Offsite Cloud-based Back-up Solution for the Philippine Competition Commission

P.R. No./Date Received: 2024-09-0177 / 10 September 2024

RFQ/P No. / Date: 2024-09-0199 / 25 September 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 **Detailed 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:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Omnibus Sworn Statement (To be issued prior to issuance of Award)
- Signed Request for Proposal
- Signed Detailed Technical Specifications

This pro-forma quotation may be 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](mailto:procurement@phcc.gov.ph) or [arrebanaal@phcc.gov.ph](mailto:arrebanaal@phcc.gov.ph) on or before **01 October 2024 / 12:00PM** 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 **Detailed Technical Specifications**.
10. Please note that the **award of the procurement is on a per lot basis**.

Very truly yours,

**DIR. JESON Q. DE LA TORRE**  
PBAC Chairperson

Item	QTY	Unit	Total ABC	Item/Description	Unit Cost (PhP)	Total Amount (PhP)
					<i>(To be filled-out by the supplier)</i>	
1	1	Lot	500,000.00	Procurement of Subscription of Offsite Cloud-based Back-up Solution for the Philippine Competition Commission		
				<i>(Please see attached Detailed Technical Specifications)</i>		
Total ABC per Lot			<b>P 500,000.00</b>	<b>TOTAL Amount</b>		
<b>Delivery Instructions:</b>				<i>(Please see attached Detailed Technical Specifications)</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 : \_\_\_\_\_



## Detailed Technical Specifications

### Procurement of Subscription of Offsite Cloud-based 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 several applications, online services, and systems databases. With the accumulation of information assets, the procurement of a reliable back-up platform which will cater to the growing needs of PCC has become a necessity. It shall be used to host virtual machines, file management and related data protection services, to mitigate machine and hardware failures, human errors and natural disasters.

As a rule of thumb, a 3-2-1 approach is ideal to keep data safe in failure scenarios, to have three (3) copies of data, and store two (2) back-up copies on different storage media, with one (1) located offsite. The Information and Communications Technology Division (ICTD) has recently implemented an onsite solution that stores the first back-up data on a network-attached storage. The Procurement of Subscription of Offsite Cloud-based Back-up Solution for the Philippine Competition Commission (Project) will host the third back-up copy on an offsite cloud storage solution that will complete the 3-2-1 approach.

#### II. OBJECTIVES

1. Provide efficient, reliable and cost-effective offsite back-up solution for PCC's data and information assets;
2. Maintain the integrity of data following an error with minimal loss of data;
3. Improve availability strategies of the ICTD in recovering virtual machines, files, data and related information; and
4. Restore services as quickly as possible.

#### III. SCOPE OF WORKS

The Supplier shall provide the following works:

- Submit manufacturer's catalog and product data;
- Configure cloud-based console control panel;
- Configure network, administrator account and other access levels;



- Install and configure storage;
- Configure and integrate offsite cloud-based back-up solution to current PCC on premise back-up solution;
- Provide capacity building for ICT personnel for the implementation of the solution offered;
- Provide all materials, equipment and peripherals, scope of works not mentioned in this Detailed Technical Specifications but needed in the completion of the Project;
- Service Level Agreement
  - Provide a single point of contact for technical and customer support, either by phone or electronic mail;
  - Provide 8X7 (8:00 AM – 5:00 PM, Mondays – Sundays) call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekends and holidays.

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

To ensure protection of PCC assets, the Supplier 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 referred as “Information”) to be provided to the Supplier for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Supplier 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. The Supplier shall not use the Information for any purpose other than in connection with the Services. The Supplier 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 Project, any and all Information shall be deleted by PCC. The Supplier 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 **Five Hundred Thousand Pesos Only (Php 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.

#### **VI. QUALIFICATION OF THE SUPPLIER**

The Supplier shall have the following minimum qualifications:

- a. Should be an established IT company with experience in deployment of Offsite Cloud-Based Back-up Solution with at least three (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 engineer/s and/or technician/s with at least three (3) years of experience working in similar field of engagement that will be involved in the implementation of the Project.
- c. Should submit copies of client's satisfactory certificates from at least three (3) clients within the last three (3) years, with similar contracts. Similar contracts refer to supply, delivery and installation of back-up solution either software, hardware or cloud-based.

## **VII. TECHNICAL SPECIFICATIONS**

The Supplier shall meet the following minimum and/or equivalent functional requirements, technical specifications, features, characteristics, and numbers for the Project:

- 1. Storage Accounts
  - a. Block Blob Storage, General Purpose V2
  - 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 Period of Twelve (12) Months
- 3. Account – Must provide an administrator account for management of the offsite back-up
- 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.

## **VIII. SCHEDULE OF REQUIREMENTS**

The Supplier shall complete the supply, delivery, installation, and integration of the offsite cloud-based back-up software within thirty (30) calendar days from receipt and acceptance of the Job Order (Contract).

## **IX. MODE OF PROCUREMENT**

The mode of procurement shall be Negotiated Procurement - Small Value Procurement provided under Annex "H" of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

**X. PAYMENT SCHEME**

Payment will be a **ONE TIME PAYMENT**. The PCC shall pay the Supplier within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement and Certificate of Satisfactory Service Rendered to be issued by the authorized representative/s of the ICTD.

**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 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 End-user and the Supplier ("Parties").

Prepared by:



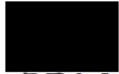
**SAMUELLE DAVID S. ONCHENCO**  
Information Systems Analyst I

Approved by:



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

Noted by:



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

<b>Conforme:</b>
_____
<b>Name and Signature of Authorized Representative</b>
_____
<b>Designation</b>
_____
<b>Name of Company</b>
_____
<b>Date</b>