

TERMS OF REFERENCE

PROCUREMENT AND INSTALLATION OF INTERNET SERVICE FOR TMO - VITAS PIER 18

I. Rationale

PPA embraced the benefits of utilizing the internet in their day-to-day work, making it an essential tool in conducting business. The availability of good internet facility will provide efficient capability to access electronic data and information from different sources as well as share to both internal and external clients, any electronic data, especially in processing Online applications for various PPA permits and/or other documents including the implementation of PPA iPorts.

With the new development in port operations process, the provision of reliable and stable internet connectivity is expected to facilitate the efficient exchange of information, ensure seamless integration of processes, promote greater efficiency and ease of doing business between PPA and its clients/stakeholders.

II. Scope of Work

The Project covers but not limited to the following:

- a. Engagement of Internet Service Provider (ISP) at the TMO – Vitas Pier 18 from the provider's Internet facility;
- b. Subscription of the Internet Connection for a period of twelve (12) months from issuance of the Notice to Proceed;
- c. Installation of the proposed internet connection to TMO – Vitas Pier 18 network infrastructure shall be during working hours (from 8:00 AM to 5:00 PM) from Monday to Friday. The winning ISP providers/s shall provide the necessary hardware, terminators and other services required to setup the internet connection. Details of the technical requirements are indicated in Section IV of this TOR. Winning provider of the primary internet connection can no longer bid for the secondary internet connection;
- d. Provision of diagnostic reports and updates in case of connection failure;
- e. Provision of monthly utilization graphs and/or MRTG tools for monitoring of link quality and bandwidth utilization;
- f. Provision of 24/7 support services;
- g. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.

III. Qualification Requirements

- The provider shall submit a certification issued by the National Telecommunications Commission (NTC) stating that the company is a certified Telephone Company that operates Local Exchange Carrier and provides Internet Services. The telephone service providers (TelCos) are mostly Tier 1 Internet Service Providers, which offers the following:
 - Ability to change traffic with other Tier 1 providers, following strict peering agreements. Peering is the exchange of internet traffic, it occurs between two networks that have agreed on a connection to exchange traffic without the use of a third party, reducing the internet costs. Without Tier 1 internet providers, internet traffic could not be exchanged between different countries.
 - Future installation of Fiber Connectivity for different sites.
 - Handle Distributes Denial of Attack Services (DDoS) attacks better.
 - Directly connected to the foundations of the internet, offering higher speed connections and more reliable networks. Another advantage is that solving issues with a Tier 1 ISP can be much simpler.
- The Provider should have at least ten (10) years as a telephone service provider and at least ten (10) years as internet service provider.
- The Provider must secure NTC Certification that the Bidder is a Tier 1 Telco Company, as provided in the general premises above.
- The Providers be ISO 9001:2015 certified.
- The Provider must have PhilGEPS Registration Certificate (Platinum Membership).
- The Provider must provide DTI/Sec permit.
- Provider should be a Data Center Provider for Backup purposes.
- Provider should be a cloud provider.
- Domestic local loop shall be optic cable, which should be provided directly by the ISP that provides Internet connectivity and not be subcontracted, sub-leased, or subscribed from other service providers. The ISP is required to lay its cabling backbone separately from the others.
- ISP shall submit a network layout labeled as Electronics Engineer Plan showing connectivity from end user's data terminal facility up to the last mile duly signed by Licensed Electronics Engineer (EE) with his/her valid PRC ID.
- Submit copies of Client Satisfactory Certificates from at least three (3) clients each for the last three (3) years for similar contracts. For the purpose of this TOR, similar Contracts refers to the minimum bandwidth service specified in this project. Proof that they can provide internet connection with the specified bandwidth in the documents.

IV. Technical Requirements

- The technical requirements and evaluation parameters are as follows:
 - Speed requirement: must be minimum of 50mbps bandwidth for the TMO – Vitas Pier 18.
 - In case of a shared channel, the minimum guaranteed bandwidth should be clearly mentioned in the proposal.
 - Connection should be a cable type, Fiber Optic Cable Multiplexer shall be Gigabit Ethernet (GE) capable, Interface Hand-off (Gigabit Ethernet 10/100/1000-electrical).
 - Type of connection: (1:1 ratio, Synchronous) (Terminal via Metro-E).
 - Must have at least 10 direct International Uplinks (Tier 1/Tier 2, i.e., AT&T, Level 3, Telstra etc.) for redundancy purposes (Provided diagram).
 - Must have/operate its own Backhaul going Cable Landing Station.
 - Provider must have a minimum total Uplink capacity of 40Gbps (to address needs of client/s) (Provide proof).
 - Manage and operate local Internet peering (i.e., MIX, GIX, PHIX) (Provide certification).
 - Service reliability must be ensured. Overall uptime should not be less than 99%.
 - Data confidentiality guarantee. Provider may not scan traffic (if this should be done for finding problems in the network prior PMO-NCR North agreement must be obtained).
 - All necessary hardware, cabling and software (if required for Internet Service) should be provided and set up by the provider.
 - 24/7 Support and Helpdesk and Technical Support availability.

V. Approved Budget for the Contract (ABC)

The total Approved Budget for the Contract (ABC) is **P660,000.00** inclusive of all government taxes, service charges, and other fees.

VI. Terms of Payment

Payment shall be made on a monthly basis effective upon signing of the contract, subject to mandatory submission of written billing statement and other supporting documents by the ISP.

VII. Implementation Timeline

All installation works shall be accomplished, and all connections launched within fifteen (15) days after the signing of the Contract

VIII. Liquidated Damages

Where the Service Provider fails to satisfactorily complete the work within specified contract time plus any extension duly granted and is hereby default under the contract. The former shall be liable for damages for the delay and shall pay to the PPA liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of (1%) of the cost of the delayed or unperformed portion for every day of delay.

IX. Reservation Clause

The employees of the ISP are not employee of PPA and will not in any way be liable for any physical injury or damages, including death sustained or caused by any employee of the ISP whether or not occurring the performance of their duties.

PPA reserves the right to accept or reject any quotation to annul the procurement process, and to reject all quotations at any time without hereby incurring any liability to the affected provider/s.

Recommended Approval:


Josephine S. Salosagcol
RMD Manager

Noted by:


Jose Antonio S. Alandy
Chief, Corporate Finance Services

Approved by:


Jenneliza D. Rebong
Port Manager
PMO-NCR North