



Provincial Government of Cavite

**PROVINCIAL INFORMATION AND COMMUNICATIONS
TECHNOLOGY OFFICE (PICTO)**

**PROVISION OF DEDICATED
INTERNET SERVICE
CONNECTION FOR THE
PROVINCIAL GOVERNMENT OF
CAVITE OFFICES
(SECONDARY CONNECTION)**

Terms of Reference

EXECUTIVE SUMMARY

The Provincial Government of Cavite (PGC) embraced the benefits of utilizing the internet in the day-to-day work, making it an essential tool in conducting business. The availability of a 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.

The newly constructed Cavite Government Center will house practically all PGC offices and be connected to a single network. With over 4,000 employees and hundreds of clients and visitors expected to connect to the network on a daily basis, PGC plans to contract with a commercial Internet Service Provider (ISP) for a secondary connection of 1Gbps CIR (Committed Information Rate) bandwidth, but not from the same ISP that won the primary connection. The secondary internet connection will be distributed to selected offices within the Cavite Government Center compound. This will serve as a redundant connection to supplement the primary internet connection when both links are active at the same time, as well as to ensure internet availability when either of the primary or secondary connections fails.

The project has a total approved budget cost of **Four Million Eight Hundred Thousand Philippine Peso (PhP4,800,000.00) VAT inclusive**, to be paid based on the agreed monthly lease term of **Two Hundred Thousand Philippine Peso (PhP200,000.00)**, for the entire engagement duration of two (2) years and shall be fully operational **thirty (30) calendar days** after the issuance of Notice to Proceed.

I. GENERAL INFORMATION

a) Project Background/Description

The internet has become an integral component of our daily lives. Technology assisted PGC in improving communication with employees, clients/stakeholders, and linkages. It also provided a venue for publishing information or content about the services offered by PGC offices.

Almost all PGC offices will be in same network once transferred to the new Cavite Government Center. With over 4,000 employees and hundreds of clients and visitors expecting to connect each day, a primary connection of 1Gbps will not suffice. PGC aims to contract with a commercial Internet Service Provider (ISP) for a secondary connection with 1Gbps CIR capacity. ISP of primary connection is not eligible to bid. This bandwidth will be distributed to selected offices within the Cavite Government Center compound. This will serve as a redundant connection to supplement the primary internet connection when both links are active at the same time, as well as to ensure internet availability when either of the primary or secondary connections fails.

b) High-Level Project Scope

The scope of the project is composed of the following:

1. Provision of 1Gbps CIR bandwidth.
2. Provision of diagnostic reports and updates in case of connection failure.
3. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization.
4. Provision of 24x7 support services.
5. Data privacy laws shall be strictly followed and necessary security measures to protect the data collected.

c) Objective

The main objective of this project is to provide dedicated secondary internet connection to PGC offices.

II. SCOPE OF WORK

All investments shall be borne by the Service Provider. It will be their responsibility to get insurance of all the equipment.

a) Upon Contract Award/Pre-Installation Activities

Submission (for PICTO approval) of the following:

1. Detailed Work Plan specifying installation design and detailed activities.

2. Project Organization Chart and Communication Plan.

b) Delivery and Installation Activities

1. Set up of Internet Connection with the Committed Information Rate (CIR) connection bandwidth for both upstream and downstream network traffic flows.
2. Delivery, installation and configuration of all needed equipment within thirty (30) calendar days from the receipt of the Notice to Proceed.

c) Configuration

1. Configure CSU/DSU modem for dedicated direct internet speed connection.
2. Assign at least 27 usable hosts public Internet Protocol (IP) Addresses 14 of which are static or one classless (/27) network.
3. Provide DNS reverse lookup for entries with the assigned classless network.
4. Provide reliable Forwarding and Secondary DNS.

d) Testing Period

1. PGC shall test the internet service connection for seven (7) days (including the 24 hours burst test) during the thirty (30) days roll-out period.
2. The acceptance test procedure shall be in accordance with the following:
 - Direct Internet leased line will have no service interruption during the agreed test period.
 - The guaranteed Internet bandwidth of 1Gbps CIR direct internet is attained 24/7.
 - Average latency should not exceed more than 80milliseconds average round trip from PGC to ISP port and not more than 200milliseconds average round trip from ISP port to US/International port
 - Multi Router Traffic Grapher (MRTG) should be in place.
 - Assignment of at least 27 usable Public IP Addresses 14 of which are static.
 - The provider must conduct a Bit Error Rate (BER) test during the testing period to eliminate cyclic redundancy check (CRC) errors.
3. If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.
4. During the testing period, the Service Provider will not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of PGC's own equipment, and international/regional internet backbone problems.
5. Notwithstanding the result of the testing period, the project shall commence after the thirty (30) day roll-out period, including the monthly billing and the imposition of service credit equivalence (Appendix A) on account of the downtime.

6. PGC shall issue immediately the Certificate of Acceptance to the Service Provider upon successful completion of the testing.

e) Implementation

1. Shall maintain all equipment in proper working order.
2. Provide an escalation list and procedure in reporting fault and outages.
3. Service Provider must advise PGC within 24 hours any downtime occurrence or if any case the internet rerouted to a backup link.
4. Service Provider must replace the defective equipment within one (1) hour.

f) Service Level Agreement

This Service Level Agreement (SLA) describes the level of service that the PGC will receive from the Service Provider.

1. The Service Provider should be able to render the following services:
 - Availability
 - Provide 99.9% link uptime in a month.
 - Latency
 - Provide not more than 80 milliseconds average round trip latency from PGC to Service Provider port;
 - Provide not more than 200 milliseconds average round trip latency from Service Provider port to US/International port
 - Render 24 hours a day, 7 days a week customer service support
 - Support response time
 - 30 minutes for emergency tickets for the following categories:
 - Link connection is down
 - Packet loss, variation in latency
 - Routing issue
 - One (1) hour response time for technical problem that requires on-site services and three (3) hour off-site. For problem reported after 5:00 PM, services shall be rendered 8:00 in the morning of the following day.
2. If an incident occurred, signed Incident Report must be provided by the Winning Bidder and acknowledge by PICTO.
3. There shall be a provision for Service/Performance Credit Schedule for Downtime Connection Interruption/Outage. The credit allowance shall be computed by PICTO and will be applied to the monthly billing. See Appendix A for sample computation.
4. **Right of Termination** – Service/Contract will be terminated if service credit equivalence (Appendix A Table 2) of 15% will be reached twice within the period of contract. However, such penalties shall not apply in situations that are

reasonably deemed to be beyond the service provider's control such as but not limited to (i) maintenance performed during Scheduled Downtime, must inform PICTO 48 hours prior to schedule downtime; and (ii) a force majeure event.

g) Maintenance

1. Provide a single point of contact for customer support in both areas of network connectivity and internet access.
2. Shall respond to request for maintenance at no cost to PGC.
3. Provide not less than 7days proactive notice of scheduled downtimes service interruption, upgrades or preventive maintenance, if any, subject to the approval of PGC.
4. Submit monthly access/usage reports to attest compliance to the SLA.

III. EXPECTED OUTPUT/DELIVERABLES

The minimum outputs or deliverables shall include the following during the thirty (30) days roll-out period from the issuance of the Notice to Proceed.

Scope	Deliverables
1. Upon Contract Award / Pre-Installation Activities	<ul style="list-style-type: none"> • Detailed Work/Implementation Plan • Project Organization Chart and Communication Plan • Business Continuity Plan and Disaster Recovery Plan
2. Delivery and Installation	<ul style="list-style-type: none"> • Internet Connection of 1Gbps CIR bandwidth in the telco room of the new OPG building at Cavite Government Center, using two (2) fiber optic cable (FOC) from different backbone (redundancy) through the provided conduit pipe. FOC must have the following: <ul style="list-style-type: none"> - End to end tagging - Guide wire - Protection sleeve • Modem, Router and any needed equipment
3. Configuration	<ul style="list-style-type: none"> • Configured CSU/DSU modem for dedicated direct internet speed connection • 27 usable hosts public Internet Protocol (IP) Addresses 14 of which are static or one classless (/27) network
4. Testing Period	<ul style="list-style-type: none"> • Acceptance Test Procedure
5. Implementation	<ul style="list-style-type: none"> • Escalation list and procedure in reporting fault and outages • Data Privacy documents required by NPC such as but not limited to the following: <ul style="list-style-type: none"> - Non-Disclosure Agreement
6. Maintenance	<ul style="list-style-type: none"> • Customer Support/Hotline (Contact details) available 24/7

The minimum monthly outputs or deliverables shall include the following during the two (2) year-contract:

Scope	Deliverables
1. Bandwidth	• 1Gbps CIR bandwidth
2. Technical Support	• Technical support shall respond to technical problems within 1 hour on-site and 3 hours off-site.
3. Report	• Utilization Graphs

IV. TECHNICAL REQUIREMENTS

The following are the technical specifications:

- (a) Bandwidth shall be 1Gbps CIR.
- (b) Internet service should not have additional payment or limitation by traffic amount or time.
- (c) Domestic local loop shall be fiber optic cable, which should be provided directly by Service Provider and not to be subcontracted, sub-leased or subscribed from other service providers. Each provider is required to lay its cabling backbone separately from the other.
- (d) In case of incident, Service Provider must guarantee initial diagnostics within the first 3 hours and must guarantee full resolution within the first 24 hours.
- (e) Service reliability must be ensured. Overall uptime should not be less than 99.9%. Provide two fiber connections from different sources to the PGC's telecom room for redundancy.
- (f) IP Backbone connection shall be fully redundant fiber optic cable network and not to be subcontracted, sub-leased or subscribed from other service providers.
- (g) Fiber Optic Cable Multiplexer shall be Gigabit Ethernet (GE) capable.
- (h) Provide Network diagram showing upstream internet connection going outside of the country.

V. IMPLEMENTATION AGREEMENT

- a) Contact: Mr. Jahn Leniel S. Moya
Officer-In-Charge, Provincial ICT Office
Tel #: 419-0157
- b) Reporting obligations, notices, and approval process including minimum or essential reports' contents: The Service Provider will report directly to PICTO Head who will in turn approve notices and acceptance of deliverables, activities and other related tasks.

VI. ROLES AND RESPONSIBILITIES

Service Provider

- a) Perform the services and carry out the obligations with all persistence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- b) Conduct all activities with due care and diligence, in accordance with this TOR and with the skill and care expected of a competent provider of the services required.
- c) Acknowledge that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- d) Be responsible for the timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed and finalized Project Plan within the time schedule specified in the TOR. Failure to provide such resources, information, and decision making may constitute grounds for termination. The completion schedule provided shall be considered extended under the following, which shall be validated by PICTO:
 1. Delays caused by the following:
 - 1.1. Force majeure or fortuitous events;
 - 1.2. Acquisition of permits from different government agencies, provided that:
 - 1.2.1. Without any fault from the Service Provider;
 - 1.2.2. The cause of the delay must be communicated in writing to the PMG ten (10) days prior to the end of the implementation for each phase of the project; and
 - 1.2.3. With the concurrence and approval of PGC through PMG
 - 1.3. Change management which includes, but not limited to, site validation, resolution of issues and the like;
 2. In all cases, claims for extension of implementation period due to any of the above causes shall be subject to approval by PGC.

Fortuitous events or force majeure, by definition, are extraordinary events not foreseeable or avoidable, events that could not be foreseen, or which, though foreseen, are inevitable.
- e) Abide by all the terms and conditions stipulated in the project contract.
- f) Submit to the Provincial ICT Office the final materials, reports and documents specified in the TOR or agreed upon during negotiation.
- g) All investments shall be borne by the Service Provider. It will be their responsibility to get insurance of all the equipment.
- h) Shall abide by all the applicable safety procedures, policies and standards of PGC when performing repairs, maintenance and/or installation(s) of equipment within the premises of work. Failure to adhere to relevant safety practices shall result in stoppage of work. The Service provider shall make the necessary correction(s) of the unsafe acts/practices to the satisfaction of PGC before the work can be resumed.

- i) In the event of contract expiration or termination, the fiber optic cable provided must be pulled-out in PGC's conduit pipe.
- j) Does progress reporting as shall be agreed upon.

VII. QUALIFICATIONS OF THE SERVICE PROVIDER

The following qualifications shall be required in evaluating the Service Provider:

a) Qualifications

1. 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. Must secure NTC Certification that the provider is a Tier 1 Telco Company.
2. Copies of current operating licenses secured from the National Telecommunications Commission (NTC), with a disclosure as to whether their licenses have ever been suspended or if they are currently facing administrative sanctions that may lead to their license's suspension.
3. The Provider must be ISO 22301 (Business Continuity Management System) certified -- enable organizations to effectively prepare for, respond to, and recover from unexpected incidents.
4. The Provider must be PhilGEPS Platinum registered.
5. Description and organizational chart representing the management of the company's organization and its relationship to any larger entity.
6. Description of current operations, number, and scope of other projects currently on-going or set to begin within the next six (6) months.
7. Statement whether the proposing firm has:
 - Filed for bankruptcy or reorganization in the past 5 years;
 - Been suspended or banned from bidding on government contracts;
8. Description of technical support system, and response and problem resolution time and procedures.
9. Description of company's equipment purchase and distribution strategy; company's policies for warranty, and return of damaged or unsatisfactory equipment, such as but not limited to media converters, switches, gbic transceivers, etc.

b) Experience

1. Provide certification demonstrating that the Company has at least ten (10) years of industry-standard Internet service installation experience.
2. Provide at least two previous clients and references, including company name, address, contact name and title, phone number, email address, and description of the service provided, with related completed projects (and ongoing projects, if any) similar to the proposed project.

3. Describe the company's experience in providing and implementing Internet services.
4. Describe all completed projects related to Internet service implementation that are similar in scale or complexity to the project outlined in this TOR.
5. Must submit a list of the names of the team members who will be involved in the project, together with the detailed experience/certification required to complete the project. Personnel with the required qualifications must be included in the Project Team Members.
6. Must have at least 2 years' experience in Data Privacy implementation and has registered Data Processing System including Privacy Manual to NPC.

c) Documents Required for Submission:

1. Company Profile with a list of clients
2. Work Methodology – provide concise, complete, and logical descriptions on how to carry out the activities or services to meet all requirements of the TOR.
3. List of facilities and other resources to be provided by the PICTO that may include support facilities such as office space, equipment, administrative support, and others that would be needed to carry out the project.
4. Certified true copies of all certifications/documents mentioned in letters a and b.
5. Technical Proposal for 1Gbps CIR internet connectivity and describe the full details of the following aspects:
 - amount of bandwidth
 - upstream and downstream speeds
 - information on domestic local loop
 - information on the fiber optic cable
 - IP backbone connection
 - IP gateways
 - support
 - redundancy plan

VIII. APPROVED BUDGET COST (ABC)

The total contract price shall not exceed **Four Million Eight Hundred Thousand Philippine Peso (PhP4,800,000.00) VAT inclusive**, to be paid based on the agreed monthly lease term of **Two Hundred Thousand Philippine Peso (PhP200,000.00)** for the entire engagement duration of two (2) years.

- a) There will be no cost for installation and reconfiguration.
- b) Monthly payment shall commence only once the service is activated and upon issuance of the Certificate of Acceptance by the Provincial ICT Office (PICTO).
- c) Succeeding payment shall be made on a monthly basis subject to submission of billing statement and other supporting documents by the Service Provider.

IX. DURATION OF ENGAGEMENT, TIMELINE AND LEVEL OF EFFORT

- a) The Contract shall be for a period of two (2) years and renewable yearly or terminated anytime, at PGC's option, subject to evaluation of performance and compliance with the policies of PICTO. If the contract is renewed, PGC shall notify the Service Provider within fifteen (15) days.
- b) Completion of delivery, installation and commissioning of all the equipment and needed accessories shall be within Thirty (30) working days after the issuance of notice to proceed or purchase order.
- c) Full turnover of facilities shall only be done after the completion of installation and after PICTO is satisfied with the data communication link. A 24-hour burst test (1Gbps+) is required to determine reliability of connection before full turnover of facilities can be made.
- d) The two-year contract begins when the service is activated and the PICTO issues the Certificate of Acceptance. PICTO shall notify the Service Provider in writing of the service activation.
- e) Training/orientation shall be performed as well by the Service Provider for PICTO staff with regards to the technical aspects of the project.


X. BUSINESS CONTINUITY PLAN

The Service Provider shall have an optional business continuity plan and disaster recovery plan to offer to the Provincial Government of Cavite. It should cover all the critical services of ISP operation. The Service Provider shall provide detailed implementation plan and when availed, should satisfy the following:


- Be in place in not less than 24 hours
- Option to replace the equipment if not fixed within the specified time.
- Downtime of not less than 99.9%

PGC can exercise business continuity provisions from time to time for simulation and inspection purposes.

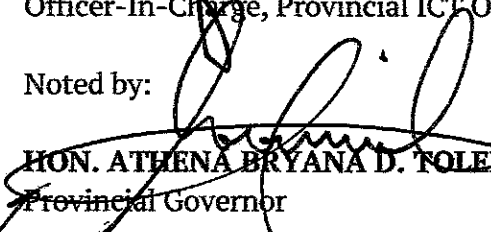
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Appendix A

Table 1: Sample Computation of Service Credit

Monthly Cost	Actual Downtime in Minutes	Service Credit (Table 2)	Actual Payment
200,000.00	100	10%	180,000.00

Table 2: Service Credit Equivalence

Monthly Cumulative Downtime in Minutes	Service Credit (% of Monthly fee)
1 – 60	5%
61 – 120	10%
121 – 180	15%
181 – 240	20%
241 – 300	25%
301 – 360	30%
361 – 420	35%
421 – 480	40%
481 – 540	45%
541 – 600	50%
601 – 660	55%
661 – 720	60%
721 – 780	65%
781 – 840	70%
841 – 900	75%
901 – 960	80%
961 – 1020	85%
1021 – 1080	90%
1081 – 1140	95%
1141 and above	100%

From DICT – standard used for ISP