

TERMS OF REFERENCE

Procurement of Cloud Computing Services (ERC,BYE)

In order to continuously serve the stakeholders of the Energy Regulatory Commission (ERC), through its official website and Buy Your Electricity (BYE) website, the ERC intends to engage the services of a cloud computing company/vendor that will provide cloud hosting services to host the ERC and BYE websites following the detailed requirements indicated herein.

I. PROJECT COVERAGE

The coverage of services includes the following:

1. Provision of one (1) dedicated server for the IIS server and MS SQL database;
2. One (1) year hosting of the ERC and BYE websites;
3. Secured server environment (OS hardening, endpoint protection, anti-malware, anti-DDOS);
4. Provision of Secure Sockets Layers Certificate for one (1) year for ERC website (EV SSL) only;
5. Remote desktop access for ERC MISD personnel;
6. One (1) year 24x7 technical support;
7. One (1) year 24x7 provision of onsite security personnel for the server; and
8. With redundancy system to ensure reliability of connection.

See additional technical details on *Part VI. "Scope of Work"*.

II. CONTRACT PERIOD

The contract period shall be for **twelve (12) months**.

III. APPROVED BUDGET FOR THE CONTRACT

1. Fund for this engagement shall be sourced from the **GAA for FY 2022** of the ERC budget.
2. The ABC for the project is **Two Million Pesos Only (PhP2,000,000.00)**, inclusive of all applicable government taxes, other fees and charges.

IV. MODE OF PROCUREMENT

The Procurement of Cloud Computing Services for ERC and BYE websites shall be undertaken through Competitive Bidding pursuant to RA No. 9184 and its 2016 Revised IRR.

V. QUALIFICATIONS

The Cloud Computing Vendor and its technical support personnel should have the necessary eligibility, experience and expertise in providing the *Cloud Computing Services, to wit:*

1. Have at least two (2) years actual experience in providing the said service;
2. Well-versed with different operating systems and databases (particularly MS Windows Server, IIS application server, MS SQL database);
3. Have working knowledge on computer networking (TCP/IP, Gateway, DNS, internet configuration, etc.);
4. Knowledgeable in systems administration of servers, databases and deployment of application; and
5. Well-versed in trouble shooting of problems (e.g. website not accessible, slow loading of website, database problems).

VI. SCOPE OF WORK

A. Dedicated Server with the following specifications:

- Processor: **24 vCPU**
- RAM: **128 GB**
- Hard Drive: **2 TB SSD (1TB Primary + 1TB Secondary)**
- Monthly Bandwidth: **5TB at 10 Gbps port**
- With 2 IP Addresses

B. Software installed:

- Operating System: Windows Server 2019 Standard Edition (64-Bit)
- Database: MS SQL 2016 Web Edition
- Web server: IIS 10.0
- EV SSL for ERC Website only
- Anti-malware software
- Automatic Backup
- File Server Security

C. Server Access:

- Remote desktop connectivity for administrator access (for MISD personnel only)

D. Network Performance:

- 10GB/OC192 network architecture
- Tier 1 upstream providers – Level 3, Savvis, AT&T and Sprint

E. 24x7 Backup Power System:

- Data centers' onsite diesel-powered generators
- Centralized Uninterruptible Power Supply (UPS) System

F. 24x7 Security:

- 24x7 onsite security personnel

G. 24x7 Support personnel:

- Network Operations Center (NOC) staff for monitoring networks
- Technical support personnel must have the expertise stated in Part V.A. "Expertise Requirements".

H. Other requirements:

- Redundancy System to ensure 24x7 reliability of connections (e.g. data center, internet service and servers)
- 99.9% guaranteed up time
- The vendor shall disable any email features within the server (e.g., Mail enable free edition)

VII. DELIVERY PERIOD

Delivery shall be made within fifteen (15) days after receipt of Notice to Proceed (NTP).

VIII. TERMS OF PAYMENT

Payment to the Cloud Computing Vendor shall be a One-Time payment basis only upon submission of billing statement, inspection report forms and other documentary requirements.

IX. LIQUIDATED DAMAGES

1. Where the Contractor/Vendor refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the Contractor shall pay ERC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract, of which ERC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances such as but not limited to forfeiture of performance security and/or blacklisting of the latter.
2. For entitlement to such liquidated damages, ERC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due the Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor at ERC's convenience.

X. RESERVATION CLAUSE

The ERC reserves the right to accept or reject any quotation, to annul the procurement process, and to reject all quotations at any time without thereby incurring any liability to the affected supplier/s.