

TERMS OF REFERENCE

MS Azure Cloud Platform-as-a-Service (PaaS)

The Energy Regulatory Commission (ERC) intends to engage the services of a Contractor, as IT Services Provider, duly authorized and with the necessary expertise, experience, and capacity to supply, deliver, install, configure, and provide technical support of Microsoft Azure Platform-as-a-Service.

I. BACKGROUND

Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud computing services has been adopted by the ERC for years on its deployment of websites (erc.gov.ph and buyyourelectricity.com.ph).

Pursuant to the Section 5.1 of Department Circular No. 2017-02 of the Department of Information and Communications Technology (DICT), “Prescribing the Philippine Government’s Cloud First Policy”, declaring the government has to adopt a “cloud first” approach and for government departments and agencies to consider cloud computing solutions as a primary part of their infostructure planning and procurement.

The ERC has been constantly utilizing the Microsoft technologies since early 2000s for its legacy information systems and later, its upgraded applications. Microsoft (MS) Azure cloud services provides cloud infrastructure and environment highly compatible with Microsoft-based technologies. Therefore, the ERC in pursuit for the procurement of Microsoft Azure **Cloud Services** Platform-as-a-Service (PaaS).

II. CONTRACT PERIOD

The contract period shall cover twelve months (12) months upon delivery and acceptance of the installation, configuration and deployment of ERC applications and databases in the Microsoft Azure Cloud platform.

III. APPROVED BUDGET FOR THE CONTRACT (ABC)

1. The Fund for this engagement shall be sourced from the **Continuing** Appropriations for the FY 2021 of the ERC.
2. The ABC for the project is **Four Million and Five Hundred Thousand Pesos Only (PhP4,500,000.00)** inclusive of all government taxes and other fees and charges.

IV. MODE OF PROCUREMENT

The Procurement of the Energy Regulatory Commission's Microsoft Azure Cloud Platform-as-a-Service (PaaS) shall be undertaken through Competitive Bidding pursuant to RA No. 9184 and its 2016 Revised IRR.

V. QUALIFICATIONS OF THE SERVICE PROVIDER

The Contractor must have the necessary eligibility, experience, and expertise in providing the service, with the following credentials:

1. Microsoft Competency Certificate (Gold Cloud Platform) for at least 5 years.
2. At least one (1) MS Azure Certified Engineer or any MS Azure equivalent Certifications issued by Microsoft.
3. Certification issued by Microsoft certifying partnership with Microsoft (indicating Contractor's experience and capability relative to MS Azure Cloud Services, if any).

VI. MINIMUM TRACK RECORD

The ERC desires a service Contractor who has completed similar projects within the last five (5) years from the date of submission and receipt of bids, a single largest contract that is similar to the Contract to be bid.

VII. SCOPE OF WORK AND DELIVERABLES

A. Activities:

Activities	Estimated Working Days
1. Delivery and supply of the licenses	Ten (10) calendar days from receipt of the NTP;
2. Installation, configuration and deployment of ERC applications and databases	Fifteen (15) calendar days from the receipt of the NTP
3. Knowledge Transfer and Training	Two (2) calendar days from completion and deployment of applications and databases in the Microsoft Azure Cloud platform.

B. Detailed Specifications:

1. Microsoft Azure Cloud Services Platform-as-a-Service (PaaS)(12 months)

Service type	Custom Name	Region	Description
Virtual Machines	ERCDC3_PROD	Southeast Asia	1 B4MS (4 vCPUs, 16 GB RAM) x 730 Hours; Windows – (OS Only); Pay as you go; 1 managed disk – S10, 100 transaction units; Inter Region transfer type, 5 GB outbound data transfer from Southeast Asia to East Asia
Virtual Machines	ERCWebserver_PROD	Southeast Asia	1 E8a v4 (8 vCPUs, 64 GB RAM) x 730 Hours; Windows – (OS Only); Pay as you go; 1 managed disk – E10, 100 transaction units; Inter Region transfer type, 5 GB outbound data transfer from Southeast Asia to East Asia
Virtual Machines	ERCBlade1DB_PROD	Southeast Asia	1 D8s v4 (8 vCPUs, 32 GB RAM) x 730 Hours (Pay as you go), Windows (License included), SQL Standard (Pay as you go); 1 managed disk – P15; Internet egress, 5 GB outbound data transfer from Southeast Asia routed via Microsoft Global Network
Virtual Machines	ERCBlade2DB_PROD	Southeast Asia	1 D8s v4 (8 vCPUs, 32 GB RAM) x 730 Hours (Pay as you go), Windows (License included), SQL Standard (Pay as you go); 1 managed disk – P15; Internet egress, 5 GB outbound data transfer from Southeast Asia routed via Microsoft Global Network
Storage Accounts	ERCBlade1DB_PROD_DataDisk	Southeast Asia	Managed Disks, Standard HDD, S15 Disk Type 1 Disks; Pay as you go

Service type	Custom Name	Region	Description
Storage Accounts	ERCBlade2DB_PROD_DataDisk	Southeast Asia	Managed Disks, Standard HDD, S15 Disk Type 1 Disks; Pay as you go
Virtual Network	PROD		Southeast Asia (Virtual Network 1): 100 GB Outbound Data Transfer; Southeast Asia (Virtual Network 2): 100 GB Outbound Data Transfer
IP Addresses		Southeast Asia	1 Static IP Addresses, 0 Public IP Prefixes
Bandwidth			Internet egress, 200 GB outbound data transfer from Southeast Asia routed via Public Internet
Azure Migrate		West Central US	There is no charge to use Azure Migrate

2. Microsoft Site Disaster Recovery (12 Months)

Service type	Custom Name	Region	Description
Virtual Machines	ERC-DC3_DR	Southeast Asia	1 B4MS (4 vCPUs, 16 GB RAM) x 120 Hours; Windows – (OS Only); Pay as you go; 1 managed disk – S10, 100 transaction units; Inter Region transfer type, 5 GB outbound data transfer from Southeast Asia to East Asia
Virtual Machines	ERC-Webserver_DR	Southeast Asia	1 E8a v4 (8 vCPUs, 64 GB RAM) x 120 Hours; Windows – (OS Only); Pay as you go; 1 managed disk – E10, 100 transaction units; Inter Region transfer type, 5 GB outbound data transfer from Southeast Asia to East Asia
Virtual Machines	ERCBlade1DB_DR	Southeast Asia	1 D8 v4 (8 vCPUs, 32 GB RAM) x 120 Hours; Windows – SQL Server; Pay as you go; 1 managed disk – S15, 100

Service type	Custom Name	Region	Description
			transaction units; Inter Region transfer type, 5 GB outbound data transfer from Southeast Asia to East Asia
Virtual Machines	ERCBlade2DB_DR	Southeast Asia	1 D8 v4 (8 vCPUs, 32 GB RAM) x 120 Hours; Windows – SQL Server; Pay as you go; 1 managed disk – S15, 100 transaction units; Inter Region transfer type, 5 GB outbound data transfer from Southeast Asia to East Asia
Storage Accounts	DR_Storage	East Asia	Managed Disks, Standard SSD, LRS Redundancy, E50 Disk Type 1 Disks; Pay as you go
Virtual Network	DR		East Asia (Virtual Network 1): 100 GB Outbound Data Transfer; East Asia (Virtual Network 2): 100 GB Outbound Data Transfer
Azure Site Recovery		Southeast Asia	0 GB data transfer from East US region to East US region
IP Addresses		Southeast Asia	1 Static IP Addresses, 0 Public IP Prefixes
Bandwidth			Internet egress, 200 GB outbound data transfer from Southeast Asia routed via Public Internet
Azure Migrate		West Central US	There is no charge to use Azure Migrate

Includes:

1. One (1) Year subscription to Microsoft Azure Cloud Platform-as-a-Service (PaaS)
2. One (1) Year Technical Support
3. Two (2) days Technical Training with Certificates

VIII. WARRANTY and MAINTENANCE

1. One (1) year warranty on licenses and specifications of Microsoft Azure Cloud Platform and Microsoft Site Disaster Recovery as provided in the Scope of Works.
2. One (1) year Technical Support:
 - 24/7 Technical Support services for issues affecting critical operations of cloud services.
 - Monday-Friday (8:00 A.M. to 5:00 P.M.) for non-critical technical issues.

IX. PAYMENT SCHEME

1. The Total Contract Price should not exceed the ABC of Four Million Five Hundred Thousand Pesos Only (PHP4,500,000.00). Payment shall be made within thirty (30) calendar days from delivery and final acceptance at the ERC Main Office.
2. Since the above payment shall be subject to the usual government accounting and auditing requirements, the Winning Bidder is expected to be familiar with the Government Accounting Manual (GAM).

X. LIQUIDATED DAMAGES

1. Where the service provider 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 service provider 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 shall have the discretion to terminate the contract without prejudice to any other action or remedy it may take to recover the losses incurred as a result of the service provider's failure/non-performance, including but not limited to forfeiture of performance security and/or blacklisting of the latter.

2. 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 service provider under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the service provider at the ERC's convenience.

XI. RESERVATION CLAUSE

The Energy Regulatory Commission (ERC) reserves the right to reject any and all bids, declare a failure of bidding or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

