

TERMS OF REFERENCE

Procurement of Internet Access Subscription 2 (IAS2)

The Energy Regulatory Commission (ERC) is using the internet to accelerate its operations for enhanced productivity and operational efficiency. The procurement of IAS2 will provide a redundant internet connection that will ensure the business continuity. Likewise, it will improve the overall internet utilization and it will minimize the downtime and traffic usage. Thus, the ERC intends to engage the services of a vendor that will provide internet access subscription with the following detailed requirements:

I. PROJECT COVERAGE

The coverage of services covers the following:


1. Provision of one (1) year internet access subscription for the ERC Main, Visayas and Mindanao offices;
2. Provision of one (1) year 24x7 technical support;

See detailed specifications and requirements 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 NEP FY 2021 of the ERC budget per DBM.
2. The ABC for the project is **Four Million Pesos Only (Php 4,000,000.00)**, inclusive of all applicable government taxes, other fees and charges. 

IV. MODE OF PROCUREMENT

The Mode of Procurement of the Energy Regulatory Commission's Internet Access Subscription shall be undertaken through Competitive Bidding pursuant to RA No. 9184 and its 2016 Revised IRR.

V. QUALIFICATIONS

The Vendor should have the necessary eligibility, experience and expertise in providing the *Internet Access Subscription, to wit:*

A. Technical Component

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership).
2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
3. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

1. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.
2. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (FIVE YEARS).
3. Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special



Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

1. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
2. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

3. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

B. Financial Component

1. Original of duly signed and accomplished Financial Bid Form.
2. Original of duly signed and accomplished Price Schedule(s).

VI. SCOPE OF WORK

1 Lot– Internet Access Service Subscription for January 1, 2021 to December 31, 2021 with the following specifications:

1. 100 mbps Internet Access Service for the ERC Main Office which includes:
 - On-Line MRTG access
 - NTU/Modem
 - 16 Class C IP Addresses
 - Maintenance of 1 Secondary DNS
 - One time set up of Primary and Secondary DNS
 - 24x7 support and helpdesk (Windows Platform Support)
 - Quarterly Bertest (Leased Line)
 - Technical Support operating 24x7 availability


2. 20 mbps Internet Access Service for the VAOD Office – Cebu which includes:
 - On-Line MRTG access
 - NTU/Modem
 - /29 IP Block (6IPs)
 - Maintenance of 1 Secondary DNS
 - One time set up of Primary and Secondary DNS
 - 24x7 support and helpdesk (Windows Platform Support)
 - Quarterly Bertest (Leased Line)
 - Technical Support operating 24x7 availability

3. 20 mbps Internet Access Service for the MAOD Office – Davao which includes:
 - On-Line MRTG access
 - NTU/Modem
 - /29 IP Block (6IPs)
 - Maintenance of 1 Secondary DNS
 - One time set up of Primary and Secondary DNS
 - 24x7 support and helpdesk (Windows Platform Support)
 - Quarterly Bertest (Leased Line)
 - Technical Support operating 24x7 availability

4. Internet Service Providers (ISPs) other than the ERC's existing and current ISP for the purpose of redundancy connection/failover.

5. The contract to be awarded shall correspondingly be adjusted to cover only the remaining period, and payment shall be made only for the services actually rendered by the contractor during the said period.

6. Contractor must be able to transfer services and infrastructure, should ERC operations in Metro Manila, Visayas, and/or Mindanao transfer to a new location, subject to prior notification. Note that there should be no extra or additional cost to the ERC if the infrastructure is already existing in the new building location, as this would just be a matter of switching the connectivity, setup, etc.

7. For last mile connection/setup, third party providers are allowed to set-up physical infrastructure but contractor shall provide the internet service. 

8. Contractor must ensure that service provider's representatives are physically and mentally fit to perform the work and compliant with ERC Health protocols.

VII. DELIVERY DATE

Within (a) seven (7) days if Contractor has existing infrastructure or (b) thirty (30) days if Contractor has no existing infrastructure in the area, after receipt of Notice to Proceed (NTP).

VIII. TERMS OF PAYMENT

Payment to the vendor is on a monthly basis and shall be made upon submission of billing statement, duly accomplished inspection and acceptance 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.

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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.

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