

TERMS OF REFERENCE

Procurement of Internet Service for PMO-NCR North

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 has efficient capability to access electronic data and information from different sources and share to the port clients, especially in processing of Online application for various PPA permits/documents and the implementation of PPA iPorts.

With the new development in port operations process, it is expected that this will pave the way for a healthy exchange of information, smooth integration process and ease of doing business between PPA and its clients.

II. Scope of Work

The Project covers the following:

- a. Engagement of Internet Services for the following PMO-NCR North offices:
 1. TMO-Vitas, located at Pier 18
 2. Vessel Traffic Services Division Office/Tower, located at MICT Compound
 3. Operations Center-1, located at Pier 16
- b. Subscription of the Internet Connection for a period of 12-months from issuance of Notice to Proceed;
- c. Installation of the proposed internet connection to TMO-Vitas, VTSD and Operations Center-1 network infrastructure which shall be during working hours (8:00 AM to 5:00 PM) from Monday to Friday. The winning ISP bidder/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;
- d. Provision of diagnostic reports and updated in case of connection failure;
- e. Provision of monthly utilization graphs and/or MRTG tool 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) supporting 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.
 - IP allocation is more flexible and easier to access from a Tier 1 provider since other providers (Tier 2) just lease or purchase IP blocks from Tier 1 providers.
 - In terms of future installation of fiber connectivity for different campuses, Tier 1 providers have advantage over Tier 2, since they have either existing infrastructure or existing agreement with existing electricity providers wherein their posts are usually used to carry the fiber lines.
 - Can handle Distributed 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.
- The Bidder must be ISO 9001:2015 certified.
- The Provider must be PhilGEPS Platinum registered.
- Bidder should be a Data Center Provider/Backup purposes.
- Bidder should be a cloud provider.
- Domestic local loop shall be optic cable, which should be provided directly by the Telephone Company that provides Internet connectivity and not be subcontracted, sub-leased, or subscribed from other service providers. Each provider is required to lay its cabling backbone separately from the others.
- 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.
- Should submit copies of Client Satisfactory Certificates from at least three (3) clients each for the last three (3) years for similar contracts. 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: up to 10Mbps bandwidth for each site.
 - 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.
 - 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.

V. Approved Budget for the Contract (ABC)

The total Approved Budget for the Contract (ABC) is **Nine Hundred Fifty Thousand Pesos Only (P950,000.00)** for 12-months, inclusive of all government taxes and service charges.

VI. Terms of Payment

Payment shall be made on a monthly basis effective upon issuance of Certificate of Acceptance, subject to submission of billing statement and other supporting documents by the ISP.

VII. Terms and Condition

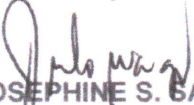
ISP's Liability

The employees of the ISP are not employees of PPA; PPA shall not in any way be liable or responsible for any physical injury or damages, including death sustained or caused by any employees of the ISP whether or not occurring during the performance of their duties. The ISP agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by failure, negligence or conduct of the ISP arising out of or in connection with or on the occasion of the performance of this agreement. The ISP shall at all times, stand solely liable and responsible for the enforcement of, and compliance with existing laws, rules and regulation and binds itself and or arising therefrom and/or by reason of this Terms of Reference (TOR) and its implementation.

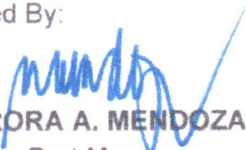
VIII. Implementation Timeline

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

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Noted By:


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Conforme:

Authorized Signatory

Date