

**ANNEX A.
TERMS OF REFERENCE (TOR)**

1. PROJECT TITLE

- 1.1. **PROCUREMENT OF LEASED LINE INTERNET SUBSCRIPTION FOR CDA
Region XIII EXTENSION OFFICE FOR FY 2024-2025**

2. PROJECT DESCRIPTION

- 2.1. This project aims to enhance operational efficiency and communication by centralizing internet services. Currently, the CDA Region XIII Extension Office utilizes DSL (Digital Subscriber Line) connections shared among multiple users, resulting in divided bandwidth and compromised access to CDA's online resources. To address this, the implementation of Dedicated Internet Access (DIA) is the solution. DIA provides dedicated and guaranteed bandwidth exclusively for the Cooperative Development Authority, ensuring faster and more reliable performance. This initiative reflects CDA's commitment to modernize infrastructure, streamline workflows, and enhance cooperative development efforts through a technologically advanced and interconnected network.

3. PROJECT SOURCE OF FUND

- 3.1. The Approved Budget for the Contract (ABC) is amounting to Two Hundred Sixty-Four Thousand Pesos only (Php264,000.00) inclusive of VAT and other charges will be chargeable against the CDA ICTD MOOE fund 2024.

4. TECHNICAL REQUIREMENTS

- 4.1. Dedicated Internet Access (DIA) Service Subscription with Committed Internet Relay (CIR)
- 4.2. Monthly Recurring Charge (MRC): Php 22,000.00
- 4.3. Provision of at least 50 Mbps terminated with a fiber optic connection;
- 4.4. Provision of at least 1 static Internet Protocol (IP) Public Address;
- 4.5. Internet bandwidth utilization via web;
- 4.6. 24 x 7 Technical Support;
- 4.7. Advance notice of any schedule maintenance hours;
- 4.8. Shall abide by all applicable laws, rules and regulations and all the terms prescribed by the National Telecommunications Commission for the use of any telecommunications systems, service or equipment;

4.9. **Service Level Availability Commitments.** Internet Service Provider will guaranty compliance with the following performance parameters:

4.9.1. **Agreed Circuit Availability**

4.9.1.1. If Last Mile is 3: Fiber 99.95%

4.9.1.2. Metric: 99.98% (redundant circuit)

5. SCOPE OF WORK AND SERVICES

5.1. The CONTRACTOR is required to engage in a legally binding contract agreement with the CDA Region XIII Extension Office following the template provided in Annex B;

5.2. The CONTRACTOR shall supply, deliver, install, configure, deploy and activate the dedicated or leased line internet service to CDA Region XIII Extension office located at 3/F Balibrea Bldg., Pili Drive, Butuan City

5.3. The CONTRACTOR shall supply, deliver, install, configure, deploy and activate the leased line internet service subscriptions for CDA Region XIII Extension Office and the support services during the subscription period;

5.4. The CONTRACTOR shall submit a schedule of activities covering the 90-day period for monitoring purposes by the CDA;

5.5. The CONTRACTOR shall closely coordinate with the CDA ICT In-Charge at the CDA Region XIII Extension Office to execute the supply, delivery, installation, configuration, deployment, and activation of the leased line internet service, following the provided schedule of activities;

5.6. The CONTRACTOR shall provide/render technical support services twenty-four hours a day, seven days a week (24x7). Technical support can be delivered in the form of telephone calls, electronic mail, online, and/or on-site support;

5.7. The CONTRACTOR shall provide service and support coverage within one (1) year from the successful activation of the leased line internet service and acceptance from CDA;

5.8. The CONTRACTOR shall provide FREE Software Features, Updates & Upgrades;

6. PROVISIONING OF SUPPORT SERVICES

6.1. The CONTRACTOR must have dedicated technical personnel monitoring the uptime of the Internet;

6.2. The CONTRACTOR must provide the CDA with a monitoring tool to generate utilization reports;

6.3. The CONTRACTOR must provide a client application that can track and manage data usage on a daily, weekly, and monthly basis;

- 6.4. The CONTRACTOR must assign a Technical Account Manager to facilitate issue resolution;
- 6.5. The CONTRACTOR must address every incident encountered promptly and accordingly per the following SLA:
 - 6.5.1. First Level
 - 6.5.1.1. The CONTRACTOR must initiate remote support to be provided within the first 30 minutes up to one (1) hour from when the issue was first reported.
 - 6.5.1.2. The CONTRACTOR must provide on-site support if the issue has not been resolved within a twenty-four-hour period, provided that the remote troubleshooting and isolation has been performed completely and diligently.
 - 6.5.2. Second Level
 - 6.5.2.1. The CONTRACTOR must provide needed repair services and parts replacement services within the first twenty-four (24) hours upon confirmation of the issue and availability of the replacement part/s onsite.
 - 6.5.2.2. The CONTRACTOR must provide configuration/ re-configuration services when needed.
- 6.6. The CONTRACTOR must submit an Incident Ticket not more than thirty (30) minutes on the onset of the issue and not more than thirty (30) minutes after the issue has been resolved.
- 6.7. CDA must provide the CONTRACTOR with the complete technical contact person details for each site for prompt and faster coordination.

7. SERVICE LEVEL AGREEMENT

- 7.1. The CONTRACTOR should guarantee the availability of the dedicated internet access service.
 - 7.1.1. Connectivity
 - 7.1.1.1. The service level agreement for dedicated internet access connectivity at all identified sites by the CDA must be maintained at least 95% uptime at all times.
 - 7.1.2. Monitoring
 - 7.1.2.1. Must include 24/7 remote support with monitoring.
 - 7.1.2.2. Must ensure at least 95% uptime of services.
 - 7.1.2.3. Downtimes/outages caused by fortuitous events such as intentional powering down of equipment by the

beneficiary or local utility power failure and extreme weather or force majeure and/or armed conflict shall be excluded from the SLA calculation.

7.1.2.4. Downtimes/outages due to scheduled system preventive maintenance shall be excluded from the SLA calculation.

7.1.2.5. The CDA is entitled to a rebate on service credits if downtime has been experienced. Based on accepted and validated incident tickets.

8. SERVICE LEVEL AGREEMENT EXCLUSION

8.1. The following shall not be counted as instances of downtime subject to service credits:

8.1.1. Unavailability of services during scheduled maintenance windows, or emergency maintenance.

8.1.2. Downtime caused by failures of components, third party systems, or services that are not supplied or part of the CONTRACTOR's coverage.

8.1.3. Downtime resulting from modifications to or changes of the operating system, database, application code, or other code not covered by the CONTRACTOR.

8.1.4. Downtime associated with improper use of the services.

8.1.5. Suspension or termination of services by the CDA.

8.1.6. Any service outage due to force majeure.

9. ASSUMPTIONS OF THE PROJECT

9.1. The CONTRACTOR shall supply CDA of all SLA necessary for software, hardware, and service support subscriptions;

9.2. The CONTRACTOR shall provide software upgrades, firmware updates, and technical support for all active network components within the corresponding service period;

9.3. The CONTRACTOR shall plan, deploy, and configure all necessary equipment, cables, and other components to successfully monitor and manage by the CDA.

10. ELIGIBILITY OF THE BIDDERS

10.1. PhilGEPS registered;

10.2. The Bidder should be in the IT business for 3 years; and

- 10.3. Possess a track record in providing Dedicated Internet Access (DIA) connections

11. PRE-TERMINATION OF CONTRACT

- 11.1. In case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security; and
- 11.2. The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.

12. WARRANTIES OF THE CONTRACTOR

- 12.1. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR;
- 12.2. The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions;
- 12.3. The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein;

13. BILLING PAYMENT AND SCHEDULE

- 13.1. The contract price shall be paid for the Monthly Subscription billing.
- 13.2. The DIA line must be activated, and billing will be processed on a monthly basis.
- 13.3. The CONTRACTOR must provide pre-test results to the CDA as an attachment to the Acceptance of Service. All documentation necessary for acceptance, including test forms and as-built documents that encompass test results and pictures of installed equipment in the presence of our technical personnel or the ICTS In-Charge, must be submitted after activation. Failure to do so will void the conducted acceptance.

14. TERMS OF PAYMENT

- 14.1. The CONTRACTOR shall be paid upon provision of licenses of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%);
- 14.2. Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
 - 14.2.1. Sales Invoice/Billings;
 - 14.2.2. Certificate of Acceptance issued by CDA ICTD; and

14.2.3. No advance payment shall be made as provided for in Section 88 of PD 1445.

15. DELIVERY PERIOD

15.1. Upon the receipt of the Notice to Proceed (NTP), the delivery must be completed within 30-60 Working Days.

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Recommending Approval


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