

# *Technical Specifications*

I. **PROJECT TITLE:** Procurement of Primary and Secondary Internet Services for One Year

II. **APPROVED BUDGET FOR THE CONTRACT:**

The total Approved Budget for the Contract (ABC) is amounting to **TWO MILLION SEVEN HUNDRED THOUSAND PESOS** (Php 2,700,000.00) inclusive of all applicable taxes and will be sourced from 2023 Corporate Operating Budget and broken connectivity into:

Component 1: Primary Internet Service for at least 120 MBPS - One Million Three Hundred Fifty Thousand Pesos (Php1,350,000.00)

Component 2: Secondary Internet Service for at least 120 MBPS – One Million Three Hundred Fifty Thousand Pesos (Php1,350,000.00)

III. **PROJECT COVERAGE:**

NEA intends to procure a dedicated Internet Access Service requirement which will be utilized for NEA Command Center-Dashboard Project, NEA-BIT, NEA's exchange and transmission of information via the Internet thru E-mail, File Transfer Protocol (FTP), Web Hosting, and videoconferencing among others. It has become a necessity for NEA to transact business in a timely manner with all of its stakeholders and its main clients, the 121 Electric Cooperatives.

The dedicated Internet Service shall be installed at the Main Office broken connectivity into two major components as follows:

Component 1:

Primary Internet Services

Capacity of at least 120 Megabyte per second (MBPS)

Component 2:

Secondary Internet Services

Capacity of at least 120 Megabyte per second (MBPS)

Both primary and secondary internet services shall have a guaranteed bandwidth capacity of 120 MBPS each. Both ISP service components shall be aggregated during normal operations. In case of technical failure/malfunctioning of either of the components, primary or secondary or vice

versa, internet service shall be automatically routed to any of the operational ISP without hampering the business operations of NEA.

#### **IV. Conditions on Bidding**

Any prospective bidder may bid on both or either of the components. However, considering the purpose that NEA intends to achieve, the above components shall be awarded to two (2) different ISP. The winning bidder for Component 1 can no longer be considered for Component 2.

#### **V. Project (Contract) Duration:**

The Contract Period (CP) for both Primary and Secondary Internet Services shall commence after the service acceptance. The CP will end after one (1) year unless otherwise terminated by the NEA under the guidelines set forth by R.A. 9184 and its IRR.

#### **VI. Scope of Works:**

- 1) Install, configure, and provide the NEA Office a private circuit/dedicated leased line using Fiber Optic (FO) Internet access connectivity with a guaranteed speed of 120 MBPS Committed Information Rate (CIR) or better bandwidth data line.
- 2) The ISP's Internet Access Service must have at least 120 MBPS bandwidth for both upload and connectivity load at NEA's gateway router.
- 3) Handle Site Preparation
  - Mount and configure communication devices including the main router and other network devices to connect and enable the data link for NEA.
  - Subject to a Committed Information Rate (CIR) of 120 MBPS or better data line to a 24-hour Bit Error Rate (BER) testing and submit the result to the Information Technology and Communication Services Department (ITCSD) for approval before proceeding with the installation.
  - Provide, install and configure necessary device/s for the internet connection. Required links in last mile connection should be wired (Fiber Optic).
  - Provide at least 15 public internet protocol (IP) addresses, grouped within the same subject, for the NEA's public servers and other internet devices/hardware.

- Provide tools/utilities to monitor bandwidth utilization for the NEA office
  - Provide the required necessary Customer Premises Equipment (CPE) at the customer premises such as Modem, Router, Switch, and others
  - Provide the Optical Distribution Frame (ODF) from the end-user to the last-mile connection
- 4) Availability and Quality of Connection, not less than 99.9% link uptime in a month
- 5) Latency (Delay)
- Not more than 80 milliseconds on an average round trip from Customer Premises Equipment to ISP Port
  - Not more than 250 milliseconds average round trip from ISP port to International Destination
- 6) Provide Access to a web-based Multi Router Traffic Grapher (MRTG) for NEA.
- 7) Provide notice as soon as possible on unscheduled or emergency connectivity times or service interruption

## **VII. Terms and Conditions**

The bidders who shall be awarded the above contracts shall agree to provide and abide by the following terms and conditions:

1. Provide training for NEA technical personnel on basic troubleshooting and management of the Primary and Secondary internet service facilities.
2. Provide dedicated personnel for customer service support, 24/7 (online service or on-site).
3. One-hour response time in cases where troubleshooting is required;
4. Provide detailed reports on every internet access-related incident (i.e. connectivity time, Slow/intermittent connection);
5. Submit monthly reports on NEA's internet usage to ITCSD e-mail;
6. Provide notice at least three (3) days before the scheduled system upgrading/ maintenance.
7. Internet Protocol Version 6 (IPV6) – ready and/or compliant.
8. Submit the following as part of technical documents during the bidding period:
  - Implementation plan and timeline
  - ISP Network Diagram from the main source to endpoint

## **VIII. Slow Connectivity and Outages**

### **1. Slow connectivity or intermittent connection due to force majeure**

Any slow connectivity, below the required 120 MBPS bandwidth caused by force majeure, shall not be subject to penalty provided that:

- i. The slow connectivity or intermittent connection shall not extend to more than three (3) hours counted from the time NEA reported the same or upon the time the internet service provider reported it to NEA, whichever comes first;
- ii. Any extension of the three (3) hour period shall be in writing and submitted by the ISP to NEA within one (1) hour before the lapse of the above period. As such, the extension shall be subject to NEA approval.
- iii. Failure of the ISP to restore the 100% connection after the lapse of the periods provided above shall be subject to the penalty.

### **2. Slow connectivity due to other causes**

Any slow connectivity of connection below the required 120 MBPS bandwidth due to causes other than by force majeure shall not be subject to the penalty provided that:

- i. The slow connectivity shall not exceed one (1) hour counted from the time NEA reported the same or upon the time the ISP reported it to NEA, whichever comes first;
- ii. Failure of the ISP to restore the 100% connection after the lapse of the time indicated above shall be subject to penalty.

### **3. Outages due to Force Majeure**

Outages caused by force majeure shall not be subject to penalty provided that:

- i. Any outages due to force majeure shall not be subject to penalty provided it shall be restored to 100% bandwidth requirement within three (3) hours counted from the time NEA reported the loss of connection/outages or from the time the internet service provider reported it to NEA, whichever comes first.
- ii. Any extension of the three (3) hour period shall be in writing and submitted by the ISP to NEA within one (1) hour before the lapse of the above period. As such, the extension shall be subject to NEA approval.
- iii. Failure of the ISP to restore the 100% connection after the lapse of the periods provided above shall be subject to the penalty.

#### 4. Outages due to other causes

Outages due to other causes shall not be subject to the penalty provided that:

- i. It shall not exceed one (1) hour counted from the time NEA reported the same or upon the time the ISP reported it to NEA, whichever comes first;
- ii. Any extension of the one (1) hour period shall be in writing and submitted by the ISP to NEA before the lapse of the above period. As such, the extension shall be subject to NEA approval.
- iii. Failure of the ISP to restore the 100% connection after the lapse of the time indicated above shall be subject to the penalty.

#### 5. Outages due to system maintenance/upgrading

Outages due to system maintenance or upgrading shall not be subject to penalty provided that:

- i. It must be scheduled on weekends/holidays or beyond working hours (Monday to Friday, 8 pm – 5 am);
- ii. Provide notice at least 3 days before the scheduled system maintenance/upgrading.
- iii. Failure of the ISP to observe the above shall be subject to penalty.

### **IX. Installation, Testing, and Acceptance**

Installation of the necessary hardware and software configuration shall commence after the issuance of the Notice to Proceed (NTP).

Acceptance shall be made after the completion of the installation and testing within 20 days, provided that the following conditions are met:

- Stable Internet connection based on Multi Router Traffic Grapher (MRTG) and NEA bandwidth manager.
- Required 120 MBPS bandwidth is met
- All necessary hardware and software configurations are installed and provided including required services and necessary assistance.
- Provided the 15 public internet protocol (IP) addresses, Static IP, Subnet Mask, Default Gateway, MTU, and DNS Servers.
- NEA personnel training

## **X. Terms of Payment**

- **Project Cost**

Payment of the Total Contract Price for each component shall be divided equally with the number of months of the CP stated in ANNEX A. The Contractor shall bill NEA on a monthly basis.

- **Penalties**

Internet outages or slow connectivity shall be subject to a penalty based on the following formula and will be deducted from the monthly billing:

(Total monthly cost/No. of days per month)/24 x total duration of slow connectivity/outages in hours within the month)

**XI. ANNEXES**

**Annex A**

**Internet Access Service Requirements of Component 1 for the National Electrification Administration (NEA) CY 2023**

Components	Total Cost (One Year)	Monthly Service Charge (MSC)
Primary Internet Access Service of at least 120 MBPS		

**Annex B**

**Internet Access Service Requirements of Component 2 for the National Electrification Administration (NEA) CY 2023**

Components	Total Cost (One Year)	Monthly Service Charge (MSC)
Secondary Internet Access Services of at least 120 MBPS		

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) 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; and**
- (c) 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; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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
- (g) Implementation Plan and Timeline
- (h) ISP network diagram from main source to end point

#### Financial Documents

- (i) 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*

- (j) 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.

## II. FINANCIAL COMPONENT ENVELOPE

- (k) Original of duly signed and accomplished Financial Bid Form; **and**
- (l) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.