



**PLM – BIDS AND AWARDS COMMITTEE (PLM–BAC)**

NAME OF PROJECT : **SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF A 100 MBPS DIRECT INTERNET SERVICE BY A FIRST-LEVEL TELCO OR LOCAL TIER-1 ISP**

**SUPPLEMENTAL/BID BULLETIN No. 04-G-17**  
**06 February 2017**

This bid bulletin is issued to amend items in the Bidding Documents in compliance with Section 22.5.2 of the Revised Implementing Rules and Regulations of Republic Act 9184 based on the requests for clarification by the prospective bidders. This shall form part of the Bidding Documents:

**1. To amend the following (BOLD and UNDERLINED):**

a. Contract Duration:

<b>ORIGINAL From</b>	<b>AMENDED TO</b>
February 01 2017 to December 31, 2017	<b><u>APRIL 01, 2017 TO FEBRUARY 28, 2018</u></b>

b. Section VI of the Bidding Documents - Schedule of Requirements (page 62):

<b>ORIGINAL From</b>	<b>AMENDED TO</b>
Seven (7) Calendar Days from the receipt of Notice to Proceed (NTP)	<b><u>THIRTY (30) CALENDAR DAYS FROM THE RECEIPT OF NOTICE TO PROCEED (NTP)</u></b>

c. Technical Specifications (Page No. 64)

<b>ORIGINAL From</b>	<b>AMENDED TO</b>
Quality Performance Requirements / Service Level Agreement:  o NTC certification/permit/license/authority as 1st Level Telco or Congressional Franchise and/or Local Exchange Carrier (LEC), or equivalent.	Quality Performance Requirements / Service Level Agreement:  o <b><u>NTC CERTIFICATION/ PERMIT/ LICENSE/ AUTHORITY AS 1ST LEVEL TELCO OR CONGRESSIONAL FRANCHISE ON WIRED AND/OR WIRELESS COMMUNICATION, OR EQUIVALENT.</u></b>

2. To require the prospective bidders to accomplish a deed of undertaking to ensure PLM that the bidders shall properly deliver the end-user's technical and quality assurance specification requirements.

*M. G.*

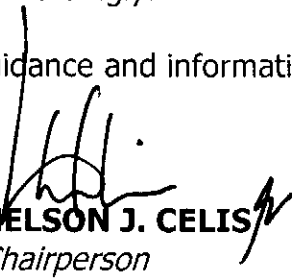
3. Please take note: Submission and Opening of Bids shall be on **16 February 2017**:

<b>Activities</b>	<b>Time</b>
Submission of Bids	9:00 am
Opening of Bids	10:00 am

This shall form part of the Bidding Documents.

Any provisions in the Bidding Documents inconsistent hereby cancelled, modified and superseded accordingly.

For guidance and information of all concerned.



**DR. NELSON J. CELIS**  
*BAC Chairperson*

Received by the bidder:

\_\_\_\_\_  
**Name of the Bidder & Signature**

\_\_\_\_\_  
**Name of Company**

Date: \_\_\_\_\_

*nc of*

# DEED OF UNDERTAKING

I (*Complete Name of Affiant*) of legal age, Filipino and with address at (*Complete Address*) after having been duly sworn to and in accordance with the law, do hereby dispose and say:

That I am the authorized representative of (*Name of the Company*) with the principal address at (*Complete Address*).

I acknowledge that the following are the technical specifications and quality assurance requirements for the Supply, Installation, Commissioning and Testing of a 100 Mbps Direct Internet Service by a First-Level Telco or Local Tier-1 ISP as stated in the bidding documents advertised on 26 January 2017 in Philippine Government Electronic Procurement System (PhilGEPS):

## A. Description of Work and Contract Duration

Perform all labors and operations and furnish all customer premise equipment (CPE) necessary to complete the supply, installation, commissioning and testing of a Direct Internet 100Mbps FO dedicated connection.

The contract will be from 01 April 2017 until 28 February 2018, which is renewable per GPPB Res. No. 2006-019, and shall incorporate a price and service review checkpoint that is advantageous to the government at the end of the contract.

## B. Quantity

1. One (1) 100Mbps FO Dedicated Internet Service by a First-level telco or local Tier-1 ISP.
2. Value-Added Services (VAS), available upon request of PLM:
  - 1 x 1Gb (min.) Webhosting space with domain name parking & MX configuration
  - 1-yr renewal of www.plm.edu.ph domain registration of each year if service is still existing or is not yet terminated at the time of said renewal
  - 1 IDS (Leased line) with at least 2Mbps CIR for Business Continuity and other uses
  - Other VASs as may be needed pertaining to webhosting and domain parking

## C. Quality Control


The connectivity shall be installed and supplied by a Provider experienced with Direct Internet 100Mbps FO connection, and in conformity with the performance requirements/service level agreement as hereinafter provided, without prejudice to the right of PLM to terminate the contract at any time it deems the Provider's service to be below the standard or unsatisfactory.

## D. Number of Static IP Addresses

At least 30 are available on demand.

## E. Bandwidth Upgradeability

Shall be easily upgradeable as the need arises and upon request by PLM. This includes free temporary increase in bandwidth during special events, either for Internet access or webhost backhaul.



## F. Quality Performance Requirements / Service Level Agreement

- 1st level national Telco ISP, with at least 2 direct peerings to main Tier-1 ISPs (In effect, the ISP serves as a local Tier-1 ISP being directly-peered with main Tier-1 ISPs)
  - NTC certification/permit/license/authority as 1st Level Telco or Congressional Franchise on wired and/or wireless communication or equivalent.
  - NTC certification/permit/license/authority as VAS provider for Direct Internet Service
- Diverse and distributed cable routes using trans-Asia and trans-Pacific submarine cable systems, with redundancy:
  - Certification/contract from/with main Tier-1 partners for at least 2 direct peerings, indicating also the:
    - Minimum 1.5Gbps total network IP upstream traffic capacity to US and Asia
    - Description or network diagram of diverse and distributed cable routes using trans-Asia and trans-Pacific submarine cable systems with redundancy.
- Direct connection to major IXs (Internet Exchanges), both local and international:
  - Certification/contract from/with major Internet Exchanges, i.e., PhIX or NGIX; and
  - Certification from DOST-ASTI as a member of good standing of PHOpenIX for at least 3 consecutive years
- Minimum of 1:1 CIR synchronous (Certified network diagram to prove as a 1:1 line)
- Real-time usage/bandwidth utilization report through MRTG account access
- The Provider shall guarantee that the Over-all Service Availability of 99.50% up to the last-mile point will be met on a month-to-month basis:
  - The Provider will supply PLM with escalation procedures and escalation calling numbers and contacts for incident report and problem resolution for VIP Account
  - Mean Time to Respond: 30 minutes (phone) and less than 2 hours (on-field)
    - On top of instant phone notification by the Provider, there shall be a formal report through email for records purposes
  - Mean Time to Repair: 90% in 4 hours and 100% in 8 hours.
  - Response time for outage calls: 24 x 7 x 1 hour:
    - Although response is expected within 1 hour and repair is expected as indicated above, the Provider, whenever applicable, shall immediately re-route so as to provide immediate restoration of service.
    - For major concerns, permanent resolution must be available within 48 hours.
  - The Provider shall dispatch its maintenance/service personnel to the PLM's premises where the service terminates, preferably within the prescribed hours from receipt by the Provider of a report from PLM, or the discovery thereof by the Provider, regarding an outage, break or malfunction in service requiring immediate on-site repair:
    - For normal conditions: Preferably within a minimum of (4) hours

na 8

*[Handwritten signature]*

- For critical conditions: Preferably within a minimum of (2) hours [special events]
- The Provider shall provide service availability and status report to PLM within one (1) hour from the time the outage or problem is reported or discovered and regular updates thereafter.
- The formal outage report must be submitted to the PLM-ICTO within 48 hours from outage.
- Monthly reports of summary of all outages reported or discovered, and the resolution time, should be submitted to PLM-ICTO within the first 5 days of the succeeding month.
- The Provider's technical section, through its relationship manager, shall meet with PLM-ICTO at a minimum of once a month, or whenever necessary, to discuss operational concerns, if any. The PLM-ICTO may also from time to time request for assistance in planning expansion projects.
  - Certificate of Guarantee by the ISP on its capacity to fulfill the other items under the QPR/SLA [Pls. itemize such items in the certification]
- Round-trip delay to US Node of not more than 200ms showing trace routes from US:
  - Microsoft (www.msn.com)
  - Yahoo (www.yahoo.com)
  - Google (www.google.com)

#### G. Penalty

The penalty schedule below will be implemented for all individual link outages:

Length of Interruption	Penalty/Rebate
Less than 30 minutes	None
30 – 179 minutes	1/10 day
180 – 359 minutes	1/5 day
360 – 539 minutes	2/5 day
540 – 719 minutes	3/5 day
720 – 899 minutes	4/5 day
900 – 1440 minutes	1 day

The penalty shall be an aggregate of all outages in a given monthly billing period.

In excess thereof, the foregoing rules shall be applied.

“No service, no pay” policy shall apply.

#### H. Guarantees

The Provider shall guarantee that the entire work is free from all defective workmanship and materials.

The Provider shall indemnify and save harmless the PLM from and against all liability for damages arising from injuries or disabilities to persons or damages to property occasioned by any commission or omission of the Provider or any of its subcontractors.

*per [signature]*

*[signature]*

**I. Workmanship**

The work throughout shall be executed in the best and thorough manner that is under the direction of and to the satisfaction of the PLM-ICTO which shall have the power to reject any work and materials which, in the PLM-ICTO Director's judgment, are not in full accordance therewith.

The Provider shall fulfill the required services by using the technical knowledge that is in accordance with the best-accepted professional and industry standards. The Provider shall exercise all reasonable skill, care and diligence in the discharge of the duties agreed to be performed and shall work in the best interest of PLM.

**J. Site Visit**

The Provider is advised to visit the site and satisfy itself as to local conditions and facilities that may affect its work. The Provider's representative/s will be deemed to have done this before preparing the proposal, and subsequent claims on the ground of inadequate or inaccurate information may be given due course.

Our company hereby understand, undertakes and ensures that;

Our company shall implement corrective measures in order to satisfactorily comply with the abovementioned requirements;

That this **DEED of UNDERTAKINGS** is being executed to attest the truth of the foregoing facts and all legal intents and purposes that it may serve.

**IN WITNESS WHEREOF**, I (*Complete Name of the Affiant*) have hereunder affixed my hand this \_\_\_\_ day of \_\_\_\_, 2017 at \_\_\_\_\_.

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_ 2017 at the City of Manila, affiant exhibiting unto me his/her \_\_\_\_\_ with Control Number \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2017

**NOTARY PUBLIC**

