



# AFP Retirement and Separation Benefits System

Camp General Emilio Aguinaldo, Quezon City

## TERMS OF REFERENCE

### 1. PROJECT TITLE:

- 1.1 Procurement of Contract for Server Maintenance and Support Service Agreement for the four (4) Servers of the AFP Retirement and Separation Benefits System (AFPRSBS), which are identified and described as follows:

Description	Model/Serial Number	Present Use
IBM System X3500 M3 2.4GHz Xeon	MT - 99A5073	Production Server
IBM System X3500 M3 2.4GHz Xeon	MT - 99A5110	Test Server
IBM System X3500 M3 2.4GHz Xeon	MT - 99A5135	Development Server
HP NetServer LC3	SG91200420	Production Server

### 2. THE PROJECT:

- 2.1 The intent of this Terms of Reference (TOR) is to outline the requirements of the Project and to solicit proposals for the Procurement of Contract for Server Maintenance and Support Service Agreement covering four (4) Servers of the AFPRSBS, which are identified and described in Section 1.1 of this TOR, in accordance with the applicable provisions of Republic Act No. 9184 otherwise known as The Government Procurement Reform Act and its Implementing Rules and Regulations.
- 2.2 The three (3) IBM System X3500 M3 Servers were procured by the AFPRSBS last October 2011 from its accredited supplier with three-year limited warranty that lapsed last October 2014. The single unit of HP NetServer LC3, on the other hand, was procured by the AFPRSBS more than 20 years ago. The said HP Server experienced a hard disk crash last September 2016 and September 2019, and memory card failure last 09 June 2018, but the same was restored to its working condition by the existing maintenance and service support provider of the AFPRSBS. The existing agreement of the AFPRSBS with the current service provider is due to expire on August 1, 2020.
- 2.3 Generally, the lifespan of an average server is 3 to 5 years depending on the usage. This may seem short, but periodic upgrades and part replacements can extend this range to more than 10 years. Thus, considering the age and usage of the existing Servers of AFPRSBS, procurement of the maintenance and support service agreement is a must to mitigate future problems and make available a 24/7 support service and readily available replacement parts in case of any unforeseen hardware breakdown.

### **3. APPROVED BUDGET FOR THE CONTRACT (ABC):**

- 3.1 AFPRSBS has an Approved Budget for the Contract (ABC) of Two Hundred Fifty Thousand Pesos (PhP250,000.00). The ABC is inclusive of all the applicable taxes that may be imposed by the Philippine Government and/or concerned government agencies in relation to this Project and all other expenses necessary for the successful completion of this Project.

### **4. SCOPE OF SERVICES:**

- 4.1 The winning bidder shall provide maintenance and support services for the AFPRSBS Servers described and identified under Section 1.1 of this TOR, which services can be delivered in the form of telephone, electronic mail, remote or on-site services during the one (1) year contract period.
- 4.2 The maintenance and support services shall include all activities related to the preventive and remedial maintenance to keep and maintain the Servers including related components in good working condition.
- 4.3 If the condition necessitates an on-site support, the winning bidder shall provide an on-site support based on the following Service Level:

1	Critical	Critical major service failure of the unit completely interrupts the entire operations of the System.	On-site support on the same day
2	High	Substantial service failure of the unit leading to the major delays of most parts of the operations of the System	On-site support on the same day or remote access can be arranged
3	Important	Standard service failure of the unit with no impact to the operations.	On-site support within 3-5 business days
4	Normal	Requests for information with reference to the winning bidder's technical support on site assistance	On-site support can be scheduled

- 4.4 Problems that will or may arise and resolutions made to resolve the same shall be documented. Resolutions shall refer to a condition wherein the reported problem is resolved by the winning bidder to the satisfaction of the AFPRSBS within the response time from the receipt of service call.
- 4.5 The maintenance and support services on an on-call basis during the contract period shall be provided as the need arises or as scheduled and shall be accompanied always by a written report after the service call has been done.
- 4.6 The winning bidder shall notify the AFPRSBS for any on-site technical support to be rendered beyond regular office hours subject to the approval of the AFPRSBS management.
- 4.7 The winning bidder shall ensure that the on call technical support has the capability to provide thorough analysis of the technical problems brought to its attention by the AFPRSBS and shall provide immediate and permanent solution to said problems.

- 4.8 The winning bidder shall warrant, represent and undertake that the services to be provided are reliable and that their personnel are hardworking, qualified and dedicated to do the services required by AFPRSBS. The winning bidder shall coordinate with the authorized AFPRSBS personnel in the performance of their jobs.

## **5. DELIVERABLES:**

- 5.1 The maintenance and support services to be provided by the winning bidder shall include but not limited to the following:

### **5.1.1 HARDWARE:**

- 24 x 7 Hardware Support Coverage;
- 24 x 7 Call Desk Support;
- 2 Hours Initial Call Response Time; and
- On-site Support Response Time Based on defined Service Level as mentioned under Section 4.3 of this TOR.

### **5.1.2 INCLUSIONS:**

- 24 x 7 Service Delivery Centre with free and ready access to designated on-line support centres;
- Unlimited on-line and telephone support;
- 30 minutes IRT (Initial Response Time); 2 Hours Committed;
- 5 hours on-site support response time;
- Incident and Problem Management;
- Change Management and On-site Support;
- Service Delivery Management;
- Configuration management in relation to hardware troubleshooting and failure;
- Free Replacement of Defective Parts with the same quality and specifications;
- Free provision of labor for parts replacement and/or re-installation of replaced defective parts;
- Installation of any software license/features/etc. running on existing machine which need to be transferred to the replacement machine/box;
- Semi-Annual Preventive Maintenance; and
- Assurance for the availability of replacement parts.

## **6. CONFIDENTIALITY OF DATA:**

- 6.1 The winning bidder shall document detailed procedures/techniques in identifying system security risk and security breach and how such shall be handled. The system, its components, parts, data technology and non-technical materials, all or any of which may be derived from the Project, are confidential and proprietary rights of the AFP-RSBS. The winning bidder agrees to hold the strict confidentiality of all the information that will come to the knowledge of the Project staff such as but not limited to Information Technology Infrastructure design/configuration, work flow, building layout and designs.

## **7. WINNING BIDDER'S REQUIREMENT:**

- 7.1 All of the service personnel to be assigned by the winning bidder to undertake and prosecute the Project must be experienced and employed by the winning bidder.
- 7.2 The winning bidder must be operating in the Philippines and must have completed similar projects here in the country.
- 7.3 The winning bidder must comply with all the conditions specified herein and must comprehensively support and maintain the AFPRSBS servers as required under Section 4.Scope of Services and Section 5. Deliverables of this TOR.
- 7.4 The winning bidder must comply with the terms and conditions included in this TOR and must submit all the required documents as stated in the Request for Quotation (RFQ), to wit:
  - 7.4.1 Quotation and accreditation requirements must be submitted in separate sealed envelopes, or in case of electronic or online submission, in two (2) separate compressed archive folders in "WinRAR" or "ZIP" archive format.
  - 7.4.2 As a government-owned and controlled corporation (GOCC), the AFPRSBS shall deal only with legitimate suppliers and/or contractors which issue official receipts registered with the Bureau of Internal Revenue (BIR).
  - 7.4.3 All entries in the Quotation Form shall be typewritten.
  - 7.4.4 Quoted prices shall be inclusive of value-added taxes and other applicable taxes and shall be firm and valid for a period of at least thirty (30) days from the date of receipt of quotation and shall be binding upon the bid proponent within the period.
  - 7.4.5 Contract shall be awarded to the bidder with the lowest calculated responsive bidbut with no derogatory record or past experience with the AFPRSBS.
  - 7.4.6 Any and all costs necessary for the winning bidder to fulfil its obligations in the supply and delivery of maintenance and support services for the AFPRSBS Servers shall be deemed included in the financial proposal. Any cost incurred in the fulfilment of the obligations but were not included in the financial proposal shall be shouldered by the bidder with the lowest complying bid.
  - 7.4.7 AFPRSBS reserves the right to post-qualify any bidder and/or reject any or all submitted quotations without thereby incurring any liabilities to the affected bidder and/or bidders.
  - 7.4.8 AFPRSBS shall be under no obligation to disclose any information about the winning bidder to the losing bidders until after the posting of award to the winning bidder is made at the PhilGEPS website.
  - 7.4.9 The winning bidder shall be required to post a Performance Security in the form of a Surety Bond issued by a reputable insurance or bonding company.

7.4.10 Accreditation requirements shall be submitted in a separate sealed envelope, or in case of electronic or online submission, in a separate compressed archive folder in “WinRAR” or “ZIP” archive format, which shall include the following:

- Certified True Copy from Original Copy of the Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate;
- Certified True Copy from Original Copy of Valid and Current Mayor’s Permit and/or Business Permit;
- Certified True Copy from Original Copy of the BIR Registration Certificate with Taxpayer’s Identification Number (TIN);
- Certified True Copy from Original Copy of the Tax Clearance for bidding purposes;
- Certified True Copy from Original Copy of the Department of Trade and Industry (DTI) Registration Certificate or Securities and Exchange Commission (SEC) Registration Certificate;
- Certified True Copy from Original Copy of the Income/Business Tax Return for the immediately preceding calendar year; and
- Original Copy of the Corporate Secretary’s Certificate designating the company’s authorized representative to submit and sign the bid and to sign any and all contracts and documents pertaining to the award of maintenance and support service contract.

#### **8. CONTRACT DURATION:**

8.1 One (1) year Contract covering the AFPRSBS Servers described and identified under Section 1.1 of this TOR, which contract shall commence upon the issuance and receipt of Notice of Award and Notice to Proceed from AFPRSBS.

#### **9. TERMS OF PAYMENT:**

9.1 Payment of the Project Cost shall be made by the AFPRSBS to the winning bidder on a quarterly basis at the end of every quarter. For the first quarter billing, payment shall be processed upon issuance and delivery of the following documents:

- Notice to Proceed and Notice of Award duly acknowledged and accepted by the winning bidder;
- Maintenance and Support Service Contract duly signed by the duly authorized representatives of the AFPRSBS and the winning bidder; and
- Performance Security in the form of a Surety Bond issued by a reputable insurance or bonding company.

9.2 All billings should be inclusive of all applicable Philippine Government taxes and should be denominated in Philippine pesos.