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TERMS OF REFERENCE

**SUPPLY, DELIVERY,
INSTALLATION AND
CONFIGURATION OF BACK-UP
INTERNET CONNECTION AT
OVERSEAS SHIPPING SERVICE
(OSS) OFFICE.**

I. INTRODUCTION

The Maritime Industry Authority (MARINA) was created on 01 June 1974 as an attached Agency to the Office of the President (OP). With the issuance of Presidential Decree No. 474, otherwise known as the "Maritime Industry Decree of 1974", to integrate the development, promotion and regulation of the maritime industry in the country and the creation of the Ministry (now Department) of Transportation (DOTr) by virtue of Executive Order No. 546, the MARINA was attached to the DOTr for policy and program coordination on 23 July 1979.

One of the major requirements of the Marina-Overseas Shipping Service (OSS) is the availability of internet facility that has efficient capability to access electronic data and information from different sources and share electronic data and information.

II. RATIONALE

GPPB Guidelines on the Procurement of Water, Electricity, Telecommunications and Internet Service Provider (ISP), states that:

"3.3.1.2 At the end of each year, however, the procuring entity must assess the quality of service provided by its ISP. For instance, it must compare the cost charged by its ISP and the range of service it offers as against other service providers in the area. It may also consider new technologies that may prove less costly. In assessing the quality of service provided by its ISP, procuring entities are encouraged to consult the National Telecommunications Commission, or the Information and Communication Technology Office, or other relevant government agencies regarding any new policy or directive in the implementation or use of new technology."

Considering the above premise, upon verification of the current market prices for internet connectivity, as well as, its internal policies, the MARINA can acquire an internet connection viz the allocated budget for the implementation. Thus, this Terms of Reference (TOR).

III. OBJECTIVE

The objective of this procurement is to provide a back-up internet connection dedicated to Overseas Shipping Service (OSS).

IV. SCOPE OF WORK

The Project shall cover the acquisition and implementation of Back-up Internet connection for Overseas Shipping Service Office-MARINA. This will involve the following:

- a. Integration of the proposed Internet connections to the existing Overseas Shipping Service network infrastructure;
- b. Provision of diagnostic reports and updates in case of connection failure;
- c. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;
- d. Delivery of an IPv6 ready and/or compliant connection;
- e. Provision of 24x7 support services;
- f. Entering into a Service Level Agreement which defines parameters of rebates for non- performance, etc.
- g. In case the Maritime Industry Authority transfer to a new location, the Provider must transfer the connection to its new location at no additional cost to MARINA.

V. PROCUREMENT STRATEGY

- a. Selected ISPs shall provide the necessary hardware and other services required to setup the Internet connection;
- b. Acquisition shall be done through the most appropriate procurement process as defined in RA 9184 and shall be covered by separate contracts.

VI. EXPERTISE AND QUALIFICATIONS OF THE DESIRED ISPS

The ISPs must have the following expertise and experience in providing the necessary services required by MARINA;

- a. At least two (2) years expertise and experience in Internet services provisioning;
- b. Ability to provide maintenance services and technical support;
- c. The Internet Service Provider must provide fiber optic connection to Overseas Shipping Service Office-MARINA

VII. DELIVERABLES (INTERNET SERVICE PROVIDERS)

The ISPs shall be responsible for the delivery of the Following:

- a. Provisioning of the Internet connection as specified in the submitted proposals and approved contracts;
- b. IPv6 ready *and/or* compliant connection;
- c. Configuration and installation of hardware and software required for the successful implementation of the proposed setup;
- d. Signed Service Level Agreement which defines parameters of rebates for non-performance, etc.;
- d. The winning proponents shall act as Internet Service Providers and shall be responsible for the successful commissioning, integration and rollout of all the Items Included in the contract.

VIII. SERVICE ACCEPTANCE

A "Certificate of Acceptance" shall be Issued after the ten (10) working day testing period. provided that the following conditions are met:

- a. Minimum speed of 5 Mbps is attained during working hours (7:00 a.m-7:00 p.m.);
- b. Average latency should not exceed 250ms.
- c. Stable internet service connection;

IX. REBATES

1. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of MARINA should any of the committed parameters mentioned below is not met.
2. The ISP provider should be able to render the following services:
 - a. Availability – Provide 99.5% link uptime per month
 - b. Latency
 - i. Provide not more than 80 milliseconds average round trip latency from subscriber to ISP provider port; and
 - ii. Provide not more than 200 milliseconds average roundtrip latency from local ISP to International provider port.
 - c. Customer Service Support – renders 24/7 service support as follows:
 - i. 30 minutes for emergency tickets for the following categories:
 1. Link connection is down
 2. Packet loss, variation in latency
 3. Routing issue
 - ii. Two (2) hours response time for technical problem that requires on-site services. For problem reported after 4:00 PM, services shall be rendered 8:00AM of the following day
3. Rebate schedule for downtime connection interruption/outage – If the interruption is attributed to ISP, as acknowledge by the ISPs Fault Management Center, the ISP shall voluntarily make the appropriate "Performance Credit" or rebate to the MARINA without the need to report or claim on the outage. The credit allowance / rebate shall be applied to the next billing month.

Following are the allowable Credit for Interruptions to service.

1. Interruption of 24 hours or less

Length of Interruption	Credit
Less than 30 minutes (<30 minutes)	None
30 – 179 minutes (30 minutes to 2.9833 hrs)	3/10 day or 0.3 day
180 – 359 minutes (3 hrs to 5.9833 hrs)	3/5 day or 0.6 day
360 – 539 minutes (6 hrs to 8.9933 hrs)	1 1/5 days or 1.2 days
540 – 718 minutes (9 hrs to 11.9833 hrs)	1 4/5 days or 1.8 days

720 – 899 minutes (12 hrs to 14.9833 hrs)	2 2/5 days or 2.4 days
900 – 1440 minutes (15 hrs to 24 hrs)	3 days

2. For interruption over 24 hours, credit will be allowed in 3/5 day multiplied for each 3-hour period of interruption or a fraction thereof over 24 hours.

X. TERMS OF PAYMENTS

Payment shall be made on monthly basis for 12 months subject to submission of billing statement and other supporting documents by the ISP and the issuance of certificate of satisfactory service by the MARINA.

XI. APPLICABILITY

This Terms of Reference shall form part of the contract documents pertaining to the procurement of Internet Service for MARINA.

XII. APPROVED BUDGET FOR THE CONTRACT(ABC)

The Approved Budget for the Contract (ABC) inclusive of administrative fees, VAT and all government taxes is One Hundred Eighty Thousand Pesos (P 180,000.00).

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