

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
ROXAS BOULEVARD CORNER P. OCAMPO SR. STREET
MANILA 1004

Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications

July 2024
IB No. 2024-08-G

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR THE PROCUREMENT OF CLOUD PLATFORM FOR DOF COLLOCATION WORKLOADS AND ONLINE APPLICATIONS

1. The **Department of Finance**, through the **General Appropriations Act of 2023 – Continuing Funds** intends to apply the sum of **Fifteen Million Pesos (₱15,000,000.00)** being the ABC to payments under the contract for the Project, **Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications – IB No. 2024-08-G**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Department of Finance** now invites bids for the above Procurement Project. Delivery of the Goods is required **within 30 calendar days from receipt of the Notice to Proceed**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (2016 Revised-IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the DOF BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by the interested bidders on **July 16, 2024 to August 6, 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifteen Thousand Pesos (₱15,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **Department of Finance** will hold a Pre-Bid Conference on **July 23, 2024, 11:30 AM** through video conferencing or webcasting *via Google Meet*. Interested bidders may send a letter of intent containing names and email addresses of participants, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below or electronic submission through our Cloud-Based Electronic Procurement System on or before **August 6, 2024, 9:30 AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **August 6, 2024, 10:30 AM** at the **DOF Library, G/F DOF Building, Roxas Boulevard, Malate, Manila** and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	July 16, 2024
Issuance and Availability of Bidding Documents	July 16 – August 6, 2024
Pre-Bid Conference	July 23, 2024, 11:30 AM
Last Day of Request for Clarification	July 27, 2024 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	July 30, 2024
Deadline for Submission of Bids	August 6, 2024, 9:30 AM
Opening of Bids	August 6, 2024, 10:30 AM

11. The **Department of Finance** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Ms. Eden C. Zamora
Head, BAC Secretariat
DOF BAC Secretariat, Procurement Management Division
7/F EDPC Building, BSP Complex, Roxas Boulevard, Manila
Email Address: bac@dof.gov.ph
Telephone No.: 5317-6363 loc. 2189 or 2191
Website: www.dof.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://www.dof.gov.ph/about/procurement/>

For online bid submission: The link will be shared upon purchase of bidding documents.

DAKILA ELTEEN M. NAPAO
Assistant Secretary and DOF BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Department of Finance wishes to receive Bids for the Project, **Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications**, with identification number **IB No. 2024-08- G**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023 Continuing Fund** in the amount of **Fifteen Million Pesos (₱15,000,000.00)**.

2.2. The source of funding is: **NGA, the General Appropriations Act**.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in: **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Any Cloud Infrastructure deployment contract; b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Three Hundred Thousand Pesos (₱300,000.00) [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Seven Hundred Fifty Thousand Pesos (₱750,000.00) [5% of ABC] if bid security is in Surety Bond.
15	<p>Sealing and Markings of Envelopes: Each bidder must submit one (1) original and/or certified true copy of the original documents of the technical and financial components and may submit two (2) photocopies thereof.</p> <p>Original eligibility and technical documents, and its copies, shall be enclosed in one sealed envelope containing the markings:</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>TECHNICAL COMPONENT</p> <p>PROCUREMENT OF CLOUD PLATFORM FOR DOF COLLOCATION WORKLOADS AND ONLINE APPLICATIONS</p> <p>[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]</p> <p>ASSISTANT SECRETARY DAKILA ELTEEN M. NAPAO CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p>IB NO. 2024-08-G</p> <p>DO NOT OPEN BEFORE: AUGUST 6, 2024, 10:30 AM</p> <div style="text-align: right;"> <input type="checkbox"/> Original – Technical Component <input type="checkbox"/> Copy No. 1 – Technical Component <input type="checkbox"/> Copy No. 2 – Technical Component </div> </div>

Original financial components and its copies, shall be enclosed in one sealed envelope containing the markings:

<p>FINANCIAL COMPONENT</p> <p>PROCUREMENT OF CLOUD PLATFORM FOR DOF COLLOCATION WORKLOADS AND ONLINE APPLICATIONS</p> <p>[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]</p> <p>ASSISTANT SECRETARY DAKILA ELTEEN M. NAPAO CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p>IB NO. 2024-08-G</p> <p>DO NOT OPEN BEFORE: AUGUST 6, 2024, 10:30 AM</p> <p><input type="checkbox"/> Original – Financial Component <input type="checkbox"/> Copy No. 1 – Financial Component <input type="checkbox"/> Copy No. 2 – Financial Component</p>
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All envelopes shall then be enclosed in a main envelope containing the markings:

<p>PROCUREMENT OF CLOUD PLATFORM FOR DOF COLLOCATION WORKLOADS AND ONLINE APPLICATIONS</p> <p>[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]</p> <p>ASSISTANT SECRETARY DAKILA ELTEEN M. NAPAO CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p>IB NO. 2024-08-G</p> <p>DO NOT OPEN BEFORE: AUGUST 6, 2024, 10:30 AM</p>
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19.3	<table border="1"> <thead> <tr> <th data-bbox="363 237 515 277">Lot No.</th> <th data-bbox="515 237 1050 277">Description</th> <th data-bbox="1050 237 1370 277">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 277 515 394">1</td> <td data-bbox="515 277 1050 394">Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications</td> <td data-bbox="1050 277 1370 394">₱15,000,000.00</td> </tr> </tbody> </table>			Lot No.	Description	ABC	1	Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications	₱15,000,000.00
Lot No.	Description	ABC							
1	Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications	₱15,000,000.00							
20.2	<p data-bbox="357 405 1394 510">Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements or its equivalent:</p> <p data-bbox="421 546 1394 875"> (a) Latest Income Business Tax Returns filed through the Electronic Filing and Payments System (EFPS): <ol style="list-style-type: none"> <li data-bbox="555 618 1394 689">1. Annual Income Tax Return (BIR Form 1702) for CY 2022 and CY 2023; and <li data-bbox="555 694 1394 801">2. Proof of VAT payments filed for CY 2024: March 2550Q 2024 June 2550Q 2024 </p> <p data-bbox="421 837 1161 875">(b) BIR Tax Registration Certificate (BIR Form 2303).</p>								

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are DDP delivered to Department of Finance. In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered to Department of Finance. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the end-user from the Department of Finance.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **three (3) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, **within 15 working days** of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

	<p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>									
2.2	<p>Payment Terms The payment terms shall be milestone-based, per defined deliverables subject to validation by the DOF project owner.</p> <table border="1" data-bbox="373 524 1390 1601"> <thead> <tr> <th data-bbox="373 524 1077 658">Description</th> <th data-bbox="1077 524 1249 658">Delivery Days from Receipt of NTP</th> <th data-bbox="1249 524 1390 658">Progress</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 658 1077 1335"> <p>Procurement of existing Amazon Web Services (AWS) Cloud Platform for DOF Collocation Workloads and Online Applications</p> <ul style="list-style-type: none"> ● Migration Plan: <ul style="list-style-type: none"> ○ Identification of dependencies, tools, timeline, and accountabilities to complete the migration activities ○ Build account structure, access, security, network, connectivity, automation, and pipelines ○ Creation of a ready landing zone ○ Select and obtain migration tools ○ Define change control and impact assessment process ○ Define communication plan ○ Define production operations and operating model ○ Select and commit required resources ● Approval of migration plan and test procedures ● Actual Migration (production) </td> <td data-bbox="1077 658 1249 1335">20 calendar days</td> <td data-bbox="1249 658 1390 1335">75%</td> </tr> <tr> <td data-bbox="373 1335 1077 1601"> <p>Training and/or Knowledge Transfer, and Project Documentation</p> <ul style="list-style-type: none"> ○ Access to AWS Skill Builder, Training Certificate, and AWS Learning Needs Analysis Plan ○ Submission of Project Documentations either softcopy or hard copies </td> <td data-bbox="1077 1335 1249 1601">30 calendar days</td> <td data-bbox="1249 1335 1390 1601">25%</td> </tr> </tbody> </table>	Description	Delivery Days from Receipt of NTP	Progress	<p>Procurement of existing Amazon Web Services (AWS) Cloud Platform for DOF Collocation Workloads and Online Applications</p> <ul style="list-style-type: none"> ● Migration Plan: <ul style="list-style-type: none"> ○ Identification of dependencies, tools, timeline, and accountabilities to complete the migration activities ○ Build account structure, access, security, network, connectivity, automation, and pipelines ○ Creation of a ready landing zone ○ Select and obtain migration tools ○ Define change control and impact assessment process ○ Define communication plan ○ Define production operations and operating model ○ Select and commit required resources ● Approval of migration plan and test procedures ● Actual Migration (production) 	20 calendar days	75%	<p>Training and/or Knowledge Transfer, and Project Documentation</p> <ul style="list-style-type: none"> ○ Access to AWS Skill Builder, Training Certificate, and AWS Learning Needs Analysis Plan ○ Submission of Project Documentations either softcopy or hard copies 	30 calendar days	25%
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4	Upon request of the Procuring Entity.									

Section VI. Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery to the project site.

Item	Description	Quantity	Unit	Delivered, Days
1	Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications	1	Lot	Goods and services must be delivered within 20 calendar days from receipt of the Notice to Proceed.
2	Training and Enablement	1	Lot	Goods and services must be delivered within 30 calendar days from receipt of the Notice to Proceed.
3	Support	1	Lot	
4	Documentation	1	Lot	

Note: *The winning BIDDER/SUPPLIER is mandated by DOF to deliver its proposed services within the mutually agreed Work Plan. In the event that the winning BIDDER/SUPPLIER is not able to deliver within the allowable and acceptable period, DOF shall impose a Delay Penalty of one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The penalty shall be imposed if the final acceptance date is not achieved as per the agreed Project Work Plan. Should the delay/s is/are due to unavoidable circumstances i.e. typhoon, earthquakes, or other natural disasters and other forms of delays not within the control of the winning BIDDER/SUPPLIER, they must provide a written report detailing the cause of delay, impacted deliverables with reasons thereof and a detailed catch up plan and/or updated work plan. This must then be presented to DOF's project team for discussion and acceptance.*

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder Signature Over Printed Name of Representative Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item	Specification	Statement of Compliance
1	<p>PUBLIC CLOUD PLATFORM PROVISIONING</p> <ul style="list-style-type: none"> ● Provisioning of the Cloud Environment of DOF for the duration of the contract for: <ul style="list-style-type: none"> a. existing AWS DOF Collocation workloads and online application (see table 1A) b. migration of additional DOF Collocation workloads and online applications (see table 1B) <p>SECURITY</p> <ul style="list-style-type: none"> ● Provide network firewalls and WAF capabilities to create private networks, and control access to instances and applications. ● Provide connectivity options that enable private, or dedicated, connections from an on-premise environment. ● Provide the capability to implement a defense in-depth strategy and thwart Distributed Denial-of-Service (DDoS) attacks. ● Data encryption capabilities must be available in storage and database services. ● Provide flexible key management options, allowing the DOF to choose whether to have the CSP manage the encryption keys or enable the DOF to keep complete control over keys. ● Provide Application Programming Interfaces (APIs) for the DOF to integrate encryption and data protection with any of the services developed or deployed in a CSP environment. ● Provide deployment tools to manage the creation and decommissioning of CSP resources according to DOF standards. ● Provide inventory and configuration management tools that identify CSP resources and then track and manage changes to those resources over time. ● Provide tools and features that enable DOF to see exactly what’s happening in their CSP environment. ● Enable deep visibility into API calls - including who, what, who, and from where calls were made. 	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> ● Provide log aggregation options, streamlining investigations, and compliance reporting. ● Provide the capability to configure alert notifications when specific events occur or thresholds are exceeded. ● Provide capabilities to define, enforce, and manage user access policies across CSP services. ● Provide the capability to define individual user accounts with permissions across CSP resources. ● Provide the capability to integrate and federate with corporate directories to reduce administrative overhead and improve end-user experience. <p>NETWORK</p> <ul style="list-style-type: none"> ● 5TB of Network Ingress/Egress per month ● VPN Connectivity with on prem DOF data center with 1TB of Network Ingress/ Egress per month ● 2 Transit Gateway Attachments processing 100GiB of data each ● Single load balancer with host-based routing to different DOF applications <p>MONITORING</p> <p>Must provide 500 standard resolution alarm metrics, 500 high resolution alarm metrics, with additional costs for composite alarms, Metrics Insights queries, and dashboards.</p> <p>MIGRATION</p> <ul style="list-style-type: none"> ● Must be able to provide migration service and tools capable to: <ul style="list-style-type: none"> ○ migrate on-premises virtualized servers to the cloud ○ collect and display server and/or virtual machine performance like Central Processing Unit (CPU) and Random-Access Memory (RAM) utilization ○ offer automated, live incremental server replication during the server or virtual machine migration as a way to support all changes made to the server or virtual machine are included in the final migrated image ○ discover dependencies between servers and applications before migration ○ perform application and/or database migration with minimum downtime, i.e., the source database should remain fully operational during the migration process ● Must be able to provide centralized service (single pane of glass) to track and monitor the status of server and application migrations ● Must be able to provide a migration dashboard to quickly visualize migration status, related metrics, and migration history 	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> ● Must be able to provide a migration tool that offers integration with other migration tools from CSP that can perform server and application migration ● Must be able to provide a migration tool that allows to incorporate of third-party migration tools (provide a list of supported migration tools) ● Must be able to provide enterprise backup services that are capable of: <ul style="list-style-type: none"> ○ seamlessly integrating the DOF data center with cloud storage services that will allow transfer and store of data into the cloud provider’s storage service. ○ offering integration with cloud object storage service. ○ allowing users to store and retrieve objects using file protocols like the Network File System (NFS) protocol for file access ○ allowing users to store and retrieve objects using block protocols like the Internet Small Computer Systems Interface (iSCSI) for block access ○ offering encryption of data at rest and in transit ○ integrating with commonly used third-party backup software (i.e., MySQL dump, MS SQL Management Studio, etc.) <p>BILLING</p> <ul style="list-style-type: none"> ● Must be able to provide tracking and reporting to help users manage and monitor usage of cloud offerings ● Must be able to provide alarms and notifications to alert users when spending has crossed a specific threshold ● Must be able to provide cost management with a mechanism to build and display and display graphics that summarize cost and spending ● Must be able to provide a mechanism to display and manage budgets and forecast estimated cost ● Must be able to provide a mechanism to consolidate billing from multiple accounts under a single, primary paying account ● Must be able to provide the following: <ul style="list-style-type: none"> ● Maximum number of accounts that can be grouped together ● Maximum number of alarms that can be created ● Maximum number of budgets that can be managed <p>CONFIGURATION MANAGEMENT</p> <ul style="list-style-type: none"> ● Must be able to demonstrate configuration management capabilities <ul style="list-style-type: none"> ○ to maintain accurate Configuration Management Database (CMDB) ○ to check for compliance ○ trigger actions based on non-compliance automatically 	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> ○ with the ability to evaluate configuration changes against best practices or custom rules. ○ Automatically record a resource configuration change when it happens ○ Examine resource configuration at any single point in the past (configuration history) ○ Offer guidelines and recommendations for provisioning, configuring, and continuously monitoring compliance <p>PROFESSIONAL SERVICES</p> <ul style="list-style-type: none"> ● The winning bidder must perform detailed discovery of AGENCY's as-is data, architecture, systems, platforms, infrastructure, and processes. This discovery has the following outputs: <ul style="list-style-type: none"> ○ Workshops with business user groups to identify and understand the client's pain points, key objectives, user goals, and/or business reports. ○ Documents pertinent to the proposed solution, remediation, and/or fine-tuning ○ Discovery and documentation of current processes and current systems and infrastructure architecture ● The winning bidder must perform periodic architecture reviews outlining actionable and prescriptive items following cloud best practices. ● The winning bidder must provide technical implementation support and remediation on required cost optimization, performance, security, fault tolerance, and service limits cloud best practices (Well-architected Framework Review and remediation must be conducted). <p>TRAINING AND ENABLEMENT</p> <ul style="list-style-type: none"> ● The winning bidder must provide access to an online, self-paced, training platform (AWS Skill Builder) for cloud enablement, including cloud development, architecting, operations, and security. ● The winning bidder must provide access to this platform to at least 50 seats inclusive of training certificates. ● The winning bidder must provide a complimentary AWS Learning Needs Analysis, a data-driven plan to accelerate learning, and must be performed for targeted skills enablement and organizational alignment. <p>INSTALLATION AND IMPLEMENTATION SERVICES</p> <ul style="list-style-type: none"> ● Must implement performance-monitoring capabilities for the processor, memory, disk usage, and network utilization 	

Item	Specification	Statement of Compliance								
	<ul style="list-style-type: none"> ● Must provide a dashboard for cloud administrators which shall provide an overall view of the size and status of the subscribed cloud environment ● Must include a minimum of 10 GB for log storage per month ● Must be able to provide OS licenses as needed ● Must provide redundant load balancer with a minimum of 500 Mbps bandwidth 24x7 ● Must include a minimum of 1 GB for log storage per month <p>SERVICE LEVEL AGREEMENTS</p> <ul style="list-style-type: none"> ● The Cloud Environment Platform of the winning Supplier should have at least 99.5% of uptime commitment. ● In the event that any of the included services do not meet the service commitment, DOF will be eligible to receive service credit as described below: <table border="1" data-bbox="381 891 1211 1229"> <thead> <tr> <th data-bbox="381 891 810 958">Monthly Uptime Percentage</th> <th data-bbox="810 891 1211 958">Service Credit Percentage</th> </tr> </thead> <tbody> <tr> <td data-bbox="381 958 810 1061">Less than 99.5% but equal to or greater than 99.0%</td> <td data-bbox="810 958 1211 1061">10%</td> </tr> <tr> <td data-bbox="381 1061 810 1164">Less than 99.0% but equal to or greater than 95.0%</td> <td data-bbox="810 1061 1211 1164">30%</td> </tr> <tr> <td data-bbox="381 1164 810 1229">Less than 95.0%</td> <td data-bbox="810 1164 1211 1229">100%</td> </tr> </tbody> </table> <p>SUPPORT</p> <ul style="list-style-type: none"> ● Response Times: support service at any time, 24 hours a day, 7 days a week, and 365 days per year via phone, chat, and/or email. <ul style="list-style-type: none"> ○ General guidance: < 24 hours ○ System impaired: < 12 hours ○ Production system impaired: < 4 hours ○ Production system down: < 1 hour ○ Business/Mission-critical system down: < 15 minutes Unlimited support cases through phone, web, and chat access to cloud support engineers available 24/7. ● Architectural Guidance: must provide consultative reviews and guidance based on DOF applications ● Must provide Proactive Programs and Self Service: <ul style="list-style-type: none"> ○ Access to proactive reviews, workshops, and deep dives ○ Access to Support Automation Workflows with prefixes AWS Support and AWS PremiumSupport ○ AWS Countdown 	Monthly Uptime Percentage	Service Credit Percentage	Less than 99.5% but equal to or greater than 99.0%	10%	Less than 99.0% but equal to or greater than 95.0%	30%	Less than 95.0%	100%	
Monthly Uptime Percentage	Service Credit Percentage									
Less than 99.5% but equal to or greater than 99.0%	10%									
Less than 99.0% but equal to or greater than 95.0%	30%									
Less than 95.0%	100%									

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> ● Technical Account Management: must provide a designated Technical Account Manager (TAM) to provide consultative architectural and operational guidance delivered in the context of DOF applications and use cases to help DOF achieve the greatest value from the existing AWS Cloud Platform ● AWS Trusted Advisor Best Practice Checks: must provide full set checks and prioritized recommendations curated by the AWS account team with AWS Trusted Advisor Priority ● Enhanced Technical Support: <ul style="list-style-type: none"> ○ 24/7 phone, web, and chat access to Cloud Support Engineers ○ Unlimited cases and unlimited contacts (IAM supported) ○ Prioritized responses on AWS re: Post (provides access to curated knowledge and a vibrant community) ○ Access to AWS Support App in Slack ● Billing Assistance: must provide proactive support in managing billing, including proactive cost optimization, FinOps support, cost analysis, and prioritized answers to billing questions ● Programmatic Case Management: must be able to provide AWS Support API: <ul style="list-style-type: none"> ○ to manage the entire lifecycle of AWS support cases, from creating a case to resolving it ○ access to AWS trusted advisor checks for inspection of AWS environment, recommendations for opportunities to save money, improve system availability and performance, or help close security gaps ● Third-party software support: must be able to provide interoperability and configuration guidance and troubleshooting ● AWS Incident Detection and Response (custom support for DOF critical applications): <ul style="list-style-type: none"> ○ must be able to provide access to Incident Detection and Response for existing AWS Cloud Platform with no additional cost. ○ must be able to provide and offer 24x7 proactive engagement, 5-minute response time, and incident management for DOF critical workloads. ● must be able to offer a TAM that provides technical expertise for the full range of cloud services ● must be able to offer good quality, publicly viewable technical documentation for its Command Line Interface (CLI) ● must be able to offer a free, online collection of reference architecture documents to help DOF build specific solutions combining many of the cloud provider’s cloud services 	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> must be able to offer a free, online collection of documents containing detailed, tested, and validated, step-by-step procedures, including best practices, to implement common solutions (i.e. DevOps, Big Data, Data Warehouse, Microsoft workloads, System Applications and Products (SAP) workloads, etc.) <p>BACKUP AND DISASTER RECOVERY Must provide disaster recovery costs for 9 replicated servers with 9 disks, a daily average change rate of 1% on disks, 3TB total storage, and volumes considering usage-based cost type with auto volume selection and 90 percentage usage for disks equal or larger than 125 GiB.</p> <p>DOCUMENTATION</p> <ul style="list-style-type: none"> Must provide as-built documentation of migration, design architecture, installation, and best practice configuration procedures. 	

The DOF collocation workloads and online application sizing for the cloud environment shall be the following:

Host Type	Total vCPU	Total vRAM	Total Storage	Purchase models	Remarks
A. EXISTING WORKLOADS AND ONLINE APPLICATION:					
DOF Web	8	16 GiB	300 GiB	Savings plan	Red Hat Enterprise Linux (RHEL)
DOF DB Server	8	16 GiB	150 GiB	Savings plan	MySQL and RHEL
Ore Tool App	4	16 GiB	750 GiB	Savings plan	RHEL
Ore Tool App Staging	2	16 GiB	750 GiB	On-demand	RHEL
B2Bi-prod	4	16 GiB	500 GiB	Savings plan	RHEL
B2Bi-database-prod	4	16 GiB	500 GiB	Savings plan	MySQL and RHEL
B2Bi-uat-staging	4	16 GiB	250 GiB	On-demand	MySQL and RHEL
B2Bi-uat	4	16 GiB	250 GiB	Savings plan	RHEL
TESlite Web	4	16 GiB	500 GiB	Savings plan	Windows 2022 License
TESProc Web	4	16 GiB	500 GiB	Savings plan	Windows 2022 License
BOC Viewer	2	8 GiB	500 GiB	Savings plan	Windows 2022 License

Host Type	Total vCPU	Total vRAM	Total Storage	Purchase models	Remarks
Teslite DB	4	32 GiB	500 GiB	Savings plan	Microsoft SQL Server on Windows. Must be hosted in a managed relational database service (license included). Must include automated daily snapshots.
Teslite Web staging	8	64 GiB	500 GiB	On-demand	Windows 2022 License
Teslite DB staging	4	32 GiB	500 GiB	On-demand	Microsoft SQL Server on Windows. Must be hosted in a managed relational database service (license included).
B. ADDITIONAL WORKLOADS AND ONLINE APPLICATION:					
4 host instances	2 to 4 vCPU	4 GiB to 16GiB	200 to 512GiB	2 Savings plan and 2 on-demand	Windows 2022, RHEL and MySQL Licenses

BIDDER'S QUALIFICATION

The BIDDER/SUPPLIER shall be qualified to the following criteria. The items below should be submitted by the BIDDER/SUPPLIER as part of their Eligibility and Technical Proposal:

- The Cloud Service Provider (CSP) should be recognized as a “Leader” in Gartner’s IaaS Magic Quadrant for at least three (3) consecutive years, including the same year of DOF’s procurement of the said CSP.
- As part of the requirement in RA 9184, the supplier must have a Single Largest Completed Contract (SLCC) either in government or private firm accepted within the past five (5) years, equivalent to at least fifty percent (50%) of the Approved Budget of the Contract (ABC). The SLCC should be of any Cloud Infrastructure deployment contract.
- The bidder must have a certificate from the principal cloud service provider stating that they are an authorized Advanced Tier Partner and Public Sector Partner of the proposed Cloud Platform. The said certification should be addressed to DOF’s BAC Chairperson or BAC Secretariat and must indicate the name of the project. This should be submitted by the bidder as part of their Eligibility and Technical Proposal.
- The bidder/supplier must be an ISO 27001 Certified for the Implementation & Administration of Managed Services and Cloud Management Services. The said ISO 27001 Certificate should be submitted as part of their eligibility and technical bid proposal.
- The bidder/supplier must have at least one (1) Certified Cloud Security Professional (CCSP) officer to comply with the technical requirement of this project. The said CCSP officer should be a local staff and connected with the bidder/supplier. He/She shall be the cloud security engineer who will conduct the safety and security of the

installation, configuration, commissioning and completeness of the proposed Cloud Platform. Must submit as part of their eligibility and technical bid proposal the photocopy of the CCSP certification and certificate of employment as proof that he/she is currently employed with the bidder/supplier.

- The bidder/supplier must have at least one (1) Certified in Risk and Information Systems Control (CRISC) officer to comply with the technical requirement of this project. The said CRISC officer should be a local staff connected with the bidder/supplier for at least three (3) years and shall be the technology officer who will monitor the risk of the installation, configuration, commissioning, and completeness of the proposed solution. Must submit a photocopy of certification and must submit a certificate of employment as proof that he/she is currently employed with the bidder/supplier.
- The bidder/supplier must have at least two (2) ITIL Foundation Certified staff to comply with the technical requirement of this project. The said ITIL Certified Staff should be a local staff connected with the bidder/supplier for at least three (3) years and shall be the key persons who will monitor the installation, implementation, and support services of the proposed system. Must submit a photocopy of certifications and must provide a certificate of employment as a proof that they are employed with the bidder/supplier.

WARRANTIES OF THE SUPPLIER

- The winning SUPPLIER warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.
- The winning SUPPLIER shall ensure that all the on-call technical personnel can provide a thorough analysis of the technical problems escalated by the DOF and provide immediate and permanent resolutions.
- The winning SUPPLIER warrants, represents, and undertakes reliability of the services and that their manpower complement is hardworking, qualified/reliable and dedicated to do the service and provide the deliverables required to the satisfaction of the DOF. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the DOF premises.
- The winning SUPPLIER shall comply with the laws governing employee's compensation, PhilHealth, Social Security and labor standards, and other laws, rules and regulations applicable to its personnel on account of the contracted services and deliverables. The winning SUPPLIER shall pay its personnel not less than the minimum wage and other benefits mandated by law.
- The winning SUPPLIER, 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 all concerned Regulatory Authorities and Commissions. The winning SUPPLIER undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
- The winning SUPPLIER's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- The winning SUPPLIER shall coordinate with the authorized and/or designated DOF personnel in the performance of their jobs.
- The winning SUPPLIER shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DOF shall be specifically released from any and all liabilities arising therefrom.

- The winning SUPPLIER shall neither assign, transfer, pledge, nor subcontract any part or interest therein.
- The winning SUPPLIER shall correct issues within three (3) calendar days from receipt of notice from DOF.
- Support services issued in each component shall be valid for one (1) year.

CONFIDENTIALITY OF DATA

- The winning SUPPLIER shall document detailed procedures/techniques in identifying systems security risks and breach(es), and how such shall be handled.
- All project staff of the winning SUPPLIER shall be required to sign a non-disclosure agreement.
- The DOF system, its components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to the DOF.
- The winning SUPPLIER agrees to hold the Proprietary Information, in strict confidence. The winning SUPPLIER furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the DOF.

PRE-TERMINATION OF CONTRACT

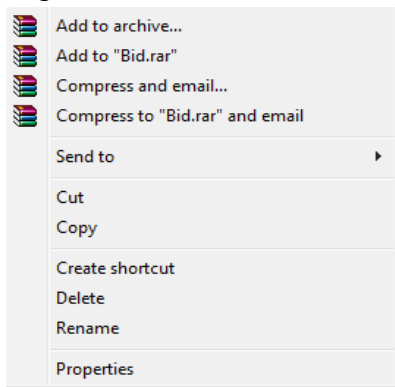
- The Contract for the procurement of Cloud Platform for DOF Collocation Workloads and Online Applications may be pre-terminated by DOF for any violation of the terms of the contract. In case of pre-termination, the winning SUPPLIER shall be informed by DOF thirty (30) days prior to such pre-termination.
- In case of pre-termination, the SUPPLIER shall be liable to liquidated damages equivalent to 1/10th of one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.
- The DOF shall have the right to blacklist the SUPPLIER in case of pre-termination.

I hereby certify to comply with all the above Technical Specifications.

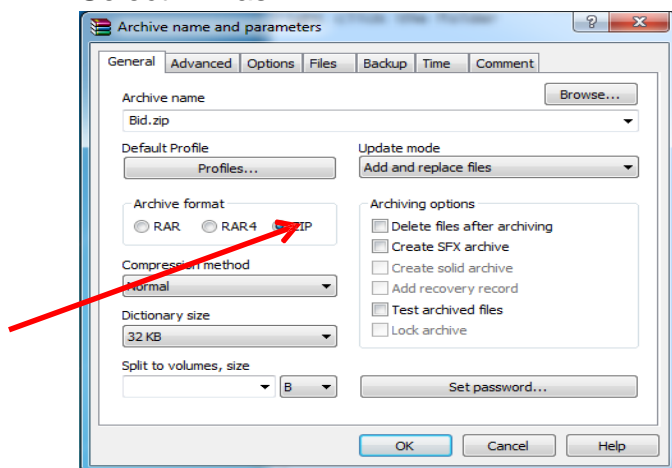
Name of Company/Bidder Signature Over Printed Name of Representative Date

Steps on How to Zip and Upload Files using Electronic Bid Submission

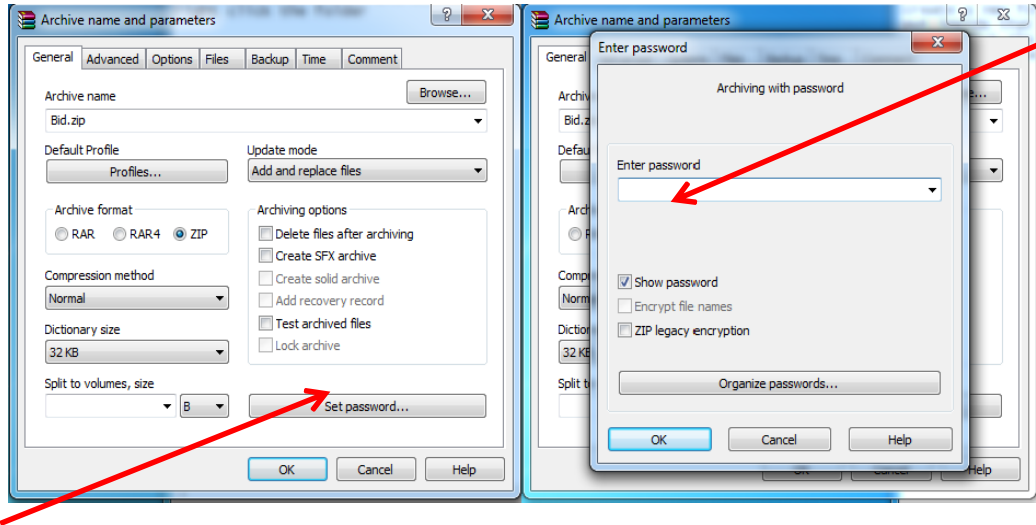
1. Scan or convert the bid documents to PDF format.
2. Download the free WinRAR software (rarlab.com) and install.
3. Create two (2) New Folders.
4. Rename the folders with these formats:
 - a. Technical Bid ITB No. <Insert ITB No.><Insert Name of Company>
 - b. Financial Bid ITB No. <Insert ITB No.><Insert Name of Company>
5. Put the scanned bid documents inside the folders in PDF format.
6. Right click the folder and select “Add to archive...”



7. Select ZIP as “Archive Format”



8. Click “Set password” and enter the password



9. Upload the ZIP file with password in the online link to be shared only to bidders who bought the bidding documents:

TECHNICAL COMPONENT (must be password protected): *

[Add file](#)

FINANCIAL COMPONENT (must be password protected): *

[Add file](#)

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 Section VI. Schedule of Requirements and Section VII. 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.

Financial Documents

- (g) 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

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence. Each partner of the joint venture shall submit the PhilGEPS Certificate of Registration in accordance with Section 8.5.2 of the 2016 R-IRR of RA 9184;
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.

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

- (i) *[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.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Bid Form for the Procurement of Goods*[shall be submitted with the Bid]***BID FORM**

Date : _____
 Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. IB No. 2024-08-G Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications		1 lot					
2	Training and Enablement		1 lot					
3	Support		1 lot					
4	Documentation		1 lot					
	TOTAL							

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. IB No. 2024-08-G Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Procurement of Cloud Platform for DOF Collocation Workloads and Online Applications		1 lot						
2	Training and Enablement		1 lot						
3	Support		1 lot						
4	Documentation		1 lot						
	TOTAL								

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall

likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. Data Privacy Compliance

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the “Data Privacy Act of 2012”, its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

6. Consent to the Processing of Personal Information

As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity’s processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory’s Legal Capacity]

[Insert Signatory’s Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

**Statement of all Ongoing Government and Private Contracts
including Contracts Awarded but not yet Started**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company Signature over Printed Name of Representative Date

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice
							<i>(Attach a copy)</i>

Name of Company Signature over Printed Name of Representative Date

Note: Attach a copy of the **End User's Acceptance or Official Receipt or Sales Invoice** as proof for the SLCC as per GPPB Circular No. 04-2020 dated September 16, 2020.

