



# OFFICE OF THE SOLICITOR GENERAL

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City  
Tel. No. 8988-1674 local 777; 8836-3314/Telefax No. 8813-1174

## Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024

Government of the Republic of the Philippines

[OSG PR No. 024-04-053]

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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 Nation

# ***Section I. Invitation to Bid***



Republic of the Philippines

## Office of the Solicitor General

OSG Bldg. 134 Amorsolo St., Legaspi Village, Makati City  
Tel No. 8988-1674 loc. 777; & 8836-3314; Telefax No. 8813-11-74  
Website: [www.osg.gov.ph](http://www.osg.gov.ph)

### INVITATION TO BID FOR

## Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024

1. The **Office of the Solicitor General**, through **Republic Act (RA) No. 11975 or the General Appropriations Act of FY 2024** intends to apply the sum of **Two Million Seven Hundred Fifty Thousand Pesos (Php2,750,000.00)** being the ABC to payments under the contract for **Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024 / OSG PR No. 024-04-053**. Bids received in excess of the Approved Budget for the contract (ABC) shall be automatically rejected at bid opening.
2. The **OSG** now invites bids for the above Procurement Project. The subscription shall be provided to OSG within ten (10) days upon receipt of **Notice to Proceed (NTP)** and must be before the anniversary date of its existing cloud platform (May 31, 2024). The bidder must have completed, within the last three years from the submission date and receipt of at least one (1) single contract of a similar nature amounting to at least twenty-five percent (25%) of the ABC. 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 (IRR) of 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 **OSG** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders from Monday to Friday, between 8:00am to 5:00pm starting **18 April 2024** until 10:00am of **8 May 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 **Five Thousand Pesos (Php5,000.00)**. Interested bidders may purchase the bidding documents by depositing the amount of **Five Thousand Pesos (Php5,000.00)** with the **OSG Trust Fund 101 Account Number 1802-1016-23**, Office of the Solicitor General, Land Bank of the Philippines, Paseo de Roxas Branch, Makati City and submitting the proof of deposit at [fms@osg.gov.ph](mailto:fms@osg.gov.ph), or by paying directly with the Cashier's Office at the Office of the Solicitor General, 134 Amorsolo Street, Legaspi Village, Makati City.

6. The **OSG** will hold a Pre-Bid Conference open to prospective bidders on **26 April 2024 @ 10:30am** at the **9<sup>th</sup> floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or through video conferencing or webcasting *via Microsoft Teams*.
7. Bids must be duly received by the BAC Secretariat/Procurement through manual submission at the office address indicated below on or before **10:25am of 8 May 2024**. **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 **10:30am of 8 May 2024 at 9<sup>th</sup> floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or *via Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.
10. Prospective Bidders are required to submit (1) one additional hard copy of their bid as allowed in **ITB** Clause 15.

Also, for purposes of videoconferencing, prospective bidders are advised to provide their email addresses not later than thirty (30) minutes before the activity at the email address below. While the BAC can conduct face-to-face pre-bid conference and opening of the bids, prospective bidders are enjoined to send at most two (2) representatives due to the limited space of the conference room.

11. The **OSG** 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:

**Christian D. Buat**

ADMIN Division – Procurement Section / BAC Secretariat

**Office of the Solicitor General**

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229

E-mail Address: [osg.procurement@yahoo.com](mailto:osg.procurement@yahoo.com) and/or [rfq.osgprocurement@gmail.com](mailto:rfq.osgprocurement@gmail.com)

Tel No. (02) **8988-1674** loc. **777** / (02) **8836-3314** / Telefax No. (02) **8813-1174**

- Website: [www.osg.gov.ph](http://www.osg.gov.ph)  
13. You may visit the following websites:

For downloading of Bidding Documents: <https://prev.osg.gov.ph/page?call=proc-biditems>

Date of Issue: *April 18, 2024*

  
\* **SHARON E. MILLAN-DECANO**  
Assistant Solicitor General  
Chairperson, Bids and Awards Committee

## *Section II. Instructions to Bidders*

## 1. Scope of Bid

The Procuring Entity, the **Office of the Solicitor General**, wishes to receive Bids for **Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024**, with identification number **OSG PR No. 024-04-053**.

The Procurement Project **Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024** is composed of **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 **RA No. 11975 or the General Appropriations Act of FY 2024** in the amount of **Two Million Seven Hundred Fifty Thousand Pesos (Php2,750,000.00)**.

2.2. The source of funding is:

a. **NGA, RA No. 11975 or the General Appropriations Act of FY 2024.**

## 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 exceeding those allowed under the rules may participate:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have at least one (1) contract similar to the Project (SLCC) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. at least twenty-five percent (25%) 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 Procuring Entity prescribes that: Subcontracting is **not** allowed.

## 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 **three (3) 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:

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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**.

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<sup>1</sup> 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 **120 calendar days from date of opening of bids**. 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 of 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 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**

- 20.2. 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***

# 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"> <li>a. For the procurement of Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.</li> <li>b. The bidder must have completed, within the last three (3) years from the submission date and receipt of at least one (1) single contract of a similar nature.</li> </ul> <p>The definition of a similar contract is the provision of a cloud platform.</p>
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP to the <b><i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i></b> 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"> <li>a. The amount of not less than <b>Php55,000.00</b> [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php137,500.00</b> [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ul>
19.3	The project shall be awarded as one contract with an ABC of <b>Two Million Seven Hundred Fifty Thousand Pesos (Php2,750,000.00)</b> for the <b>Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024</b> inclusive of all government taxes and charges.
20.2	<p>Must present the licenses and certifications required in the Terms of Reference.</p> <p><i>Qualifications of the Supplier:</i></p> <ul style="list-style-type: none"> <li>a) The bidder must have completed, within the last three years from the submission date and receipt of at least one (1) single contract of a similar nature amounting to at least twenty-five percent (25%) of the ABC. The definition of a similar contract is the provision of a cloud platform.</li> </ul>

	<p>b) The service provider must have proof of the necessary eligibility, experience, and expertise in providing the service, with the following credentials:</p> <ul style="list-style-type: none"> <li>▪ The prospective service provider must be at least three (3) years as an authorized distributor of the cloud computing platform, as attested through a signed manufacturer's certification. A signed local distributor's certification is needed when a reseller, partner, or dealer is involved.</li> <li>▪ The Supplier must have satisfactorily completed at least (3) projects similar to the proposed cloud solution.</li> <li>▪ The prospective service provider must have at least one (1) Agile Project Manager.</li> <li>▪ The supplier must have at least three (3) Cloud Network and Security Certified Engineers of the Cloud Platform being offered. The certification must be issued by the “CloudPlatform” provider of the supplier.</li> <li>▪ The supplier must have at least three (3) Security Operations Analyst</li> <li>▪ The supplier must have at least one (1) Cloud Solutions Architect Expert</li> <li>▪ The supplier must have at least one (1) Enterprise Administrator Expert</li> <li>▪ Service Level Agreement (SLA)</li> <li>▪ Non-Disclosure Agreement (NDA)</li> </ul> <p>Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) shall form part of the Terms of Reference.</p>
21.2	No further instructions.

# ***Section IV. General 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**

- 6.1. 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.
- 6.2. 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*

## Special Conditions of Contract

GCC Clause	
1	<p>“The service required by the Contract shall be rendered at the <b><i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i></b> as well as in other properties rented by the OSG as its office premises. 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><b>Delivery and Documents –</b></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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to <b><i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i></b>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <b><i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i></b>. 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 <i>Supplies Section of the Administrative Division</i>.</p> <p><b>Incidental Services –</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>



	<p>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</p>
	<p>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> <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> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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>Payments are governed by the necessary auditing and accounting rules.</p> <table border="1" data-bbox="329 1524 1414 1738"> <tr> <td data-bbox="329 1524 1414 1566">Supplier agrees to be paid based on the billing scheme as follows:</td> </tr> <tr> <td data-bbox="329 1566 1414 1738"> <ul style="list-style-type: none"> <li>• Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG and submission of all other required documents - 95% of the contract price.</li> <li>• One (1) year from the issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price.</li> </ul> </td> </tr> </table>	Supplier agrees to be paid based on the billing scheme as follows:	<ul style="list-style-type: none"> <li>• Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG and submission of all other required documents - 95% of the contract price.</li> <li>• One (1) year from the issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price.</li> </ul>
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4	No further instructions.		

## *Section VI. Schedule of Requirements*

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

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<b>Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024</b>			<p>The subscription shall be provided to OSG within ten (10) days upon receipt of NTP and must be before the anniversary date of its existing cloud platform (May 31, 2024)</p> <p>The service provider shall demonstrate that the requirements specified by OSG are properly provisioned and configured, including all the necessary migration and customization</p>

## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>

# **TERMS OF REFERENCE**

## **Procurement of Subscription of Cloud Computing Platform for OSG for FY 2024**

### **Background:**

Cloud computing has revolutionized how organizations manage and utilize technology resources. It offers scalability, flexibility, and cost-effectiveness by providing Internet access to a pool of computing resources. A subscription-based model allows organizations to pay for the resources they use, promoting efficiency and agility in their operations.

The Office of the Solicitor General intends to leverage cloud computing, aligning with the Government's "Cloud First Policy."<sup>2</sup> This shift aims to enable seamless, immediate access to a configurable pool of computing resources, including networks, servers, storage, applications, and services, adhering to the mandate to modernize its server and backup infrastructure partially.

This strategic migration to the cloud will aid the agency in curtailing ICT acquisition and operation costs, fostering operational excellence, bridging security gaps, enhancing employee productivity, and facilitating the development of robust online services.

### **Objective:**

The OSG's primary objective is to provide the organization with a predictable cost structure while enabling the flexibility to scale resources as needed. With 'top-up' functionality, the OSG can increase its commitment balances at any time, ensuring uninterrupted access to resources and accommodating sudden spikes in demand without disrupting operations. The OSG aims to optimize cost-efficiency while adapting to evolving organizations' requirements in the digital landscape.

The subscription to cloud computing services will maintain the performance and functionality of its systems and ensure its compatibility with the existing setup of OSG application systems and databases.

### **Terms:**

1. *Scope.* – **Subscription of Cloud Computing Platform for OSG**
2. *ABC.* - The Approved Budget for the Contract (ABC) is **two million seven hundred fifty thousand pesos (PHP 2,750,000.00) for twelve (12) months**, inclusive of all government taxes, charges, and other standard fees.

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<sup>2</sup> DICT Department Circular (DC) No. 010 Series of 2020 Amending DC 2017-002 re: Prescribing the Philippine Government's Cloud First Policy, which states that all government agencies shall adopt cloud computing as the preferred ICT deployment strategy for the delivery of government services.

		<b>Statement of Compliance</b>								
3.	<i>Subscription Duration</i> - 12 months subscription as an upfront monetary commitment, with usage-based consumption. “Top-up” enabled for additional commitment balances anytime if required.									
4.	<p><i>Schedule of Payment.</i> - To guarantee the performance by the winning bidder of its obligations under the contract, it shall post a performance security before the signing of the contract. The performance security shall be in an amount not less than the required percentage of the total contract price in any of the following forms and in accordance with the following schedule:</p> <table border="1"> <thead> <tr> <th><b>Form of Performance Security</b></th> <th><b>Amount of Performance Security (Not less than the required % of the Total Contract Price)</b></th> </tr> </thead> <tbody> <tr> <td>a) Cash or cashier’s/ manager’s check issued by a Universal or Commercial Bank.</td> <td>5%</td> </tr> <tr> <td>b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; <i>however, it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank.</i></td> <td>5%</td> </tr> <tr> <td>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td>30%</td> </tr> </tbody> </table>	<b>Form of Performance Security</b>	<b>Amount of Performance Security (Not less than the required % of the Total Contract Price)</b>	a) Cash or cashier’s/ manager’s check issued by a Universal or Commercial Bank.	5%	b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; <i>however, it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank.</i>	5%	c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30%	
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c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30%									

<b>TERMS OF PAYMENT</b>	<b>Statement of Compliance</b>
Supplier agrees to be paid based on the billing scheme as follows:	
<ul style="list-style-type: none"> <li>• Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG and submission of all other required documents - 95% of the contract price.</li> <li>• One (1) year from the issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price.</li> </ul>	

		<b>Statement of Compliance</b>
	<b>All bid prices shall be considered as fixed prices and, therefore, not subject to price escalation during contract implementation.</b>	
5.	<p><i>Qualifications of the Supplier:</i></p> <p>c) The bidder must have completed, within the last three years from the submission date and receipt of at least one (1) single contract of a similar nature amounting to at least twenty-five percent (25%) of the</p>	

	<p>ABC. The definition of a similar contract is the provision of a cloud platform.</p> <p>d) The service provider must have proof of the necessary eligibility, experience, and expertise in providing the service, with the following credentials:</p> <ul style="list-style-type: none"> <li>▪ The prospective service provider must be at least three (3) years as an authorized distributor of the cloud computing platform, as attested through a signed manufacturer's certification. A signed local distributor's certification is needed when a reseller, partner, or dealer is involved.</li> <li>▪ The Supplier must have satisfactorily completed at least (3) projects similar to the proposed cloud solution.</li> <li>▪ The prospective service provider must have at least one (1) Agile Project Manager.</li> <li>▪ The supplier must have at least three (3) Cloud Network and Security Certified Engineers of the Cloud Platform being offered. The certification must be issued by the “CloudPlatform” provider of the supplier.</li> <li>▪ The supplier must have at least three (3) Security Operations Analyst</li> <li>▪ The supplier must have at least one (1) Cloud Solutions Architect Expert</li> <li>▪ The supplier must have at least one (1) Enterprise Administrator Expert</li> <li>▪ Service Level Agreement (SLA)</li> <li>▪ Non-Disclosure Agreement (NDA)</li> </ul>	
<p>6.</p>	<p><i>Delivery</i></p> <p>a) The subscription shall be provided to OSG within ten (10) days upon receipt of NTP and must be before the anniversary date of its existing cloud platform (May 31, 2024).</p>	



	<p>b) The service provider shall demonstrate that the requirements specified by OSG are properly provisioned and configured, including all the necessary migration and customization.</p>	
7.	<p><i>Warranty/ Product Support Requirement</i></p> <p>The Service provider should provide notarized undertaking that it will provide the warranty/after sale support requirement, as follows:</p> <p>a) Provide one (1) year of standard support services.</p> <p>b) For technical assistance, the contact person would be designated by the subscription provider and support through email/online/phone for the entire subscription duration with complete end-to-end customer management such as value-added services, provisioning, management, billing, and technical support from the service provider. The contact person may be required to visit OSG if deemed necessary.</p> <p>c) The winning bidder must provide eight (8) hours x five (5) days technical support through unlimited phone, email, remote, and chat.</p> <p>d) Must have a high priority level for the Cloud Provider Technical Support available eight (8) hours x five (5) days with unlimited phone, email, remote, and chat assistance.</p> <p>e) The winning bidder will provide technical support covering the following but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Online incident submission</li> <li>▪ Less than 4 hours response time upon receipt of the request from OSG.</li> <li>▪ Consulting services on related support and services,</li> </ul> <p>f) Furnish OSG the monthly data usage/consumption report.</p>	
8.	<p><i>Knowledge Transfer</i></p> <p>a) The Supplier shall provide Administration training for the proposed cloud solution for 12 participants.</p>	

	<p>b) The training shall be conducted face-to-face, led by a Certified Engineer/Trainer. If a Certified Engineer/Trainer is unavailable locally, online/virtual training shall be allowed, provided learning tools and materials shall be accessible/provided to the participants.</p> <p>c) The knowledge transfer and training for end users (IT) should be within the 10-day period delivery period.</p>	
9.	Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) shall form part of the Terms of Reference.	

**Technical Specifications:**

<b>ESSENTIAL CHARACTERISTICS OF CLOUD COMPUTING PLATFORM</b>	<b>Statement of Compliance</b>
On-demand Self-service. Unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with CSP.	
<b>Broad Network Access.</b> Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).	
<b>Resource Pooling.</b> The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to the agency's demand. There is a sense of location independence since the government agency generally has no control or knowledge over the exact location of the provided resources but may be able to specify the location at a higher level of abstraction (e.g., country, state, or data center). Examples of resources include storage, processing, memory, and network bandwidth.	
<b>Rapid Elasticity.</b> Capabilities can be elastically provisioned and released, in some cases, automatically, to scale rapidly outward and inward commensurate with demand. To the end-user, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.	
<b>Measured Service.</b> Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.	
<b>SECURITY</b>	
The CSPs should meet international security standards and should abide by all relevant Philippine laws and industry standards.	

Data that can be migrated to the public cloud will need to meet security requirements for accreditation and be verified by internationally recognized security assurance frameworks. Accepted international security assurance controls include ISO/IEC 27001 and 27018, Service Organization Controls Report (SOC) 1 and 2, and the Payment Card Industry Data Security Standard (PCI DSS). Data will be encrypted using industry-tested and accepted standards and algorithms, such as AES (128 bits and higher	
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<b>Service Features</b>	<b>Requirements</b>	<b>Compliance</b>
Availability	The online subscription to the cloud computing platform shall be made available 24/7 to the authorized users of the OSG throughout the entire duration of the 1-yr subscription.	
<b>SCOPE OF SERVICES</b>		
The web hosting service and standard web hosting support service provider shall: <ul style="list-style-type: none"> <li>• Supply and deliver the required services stipulated in the Purchase Request</li> <li>• The cloud service provider, through its local counterpart technical support, will be responsible for provisioning the required cloud platform, services, and associated licenses with the following specifications to ensure compatibility with OSG continuous services:</li> </ul>		
Traffic Management	Capability to control the distribution of traffic across application endpoint. Continuous monitoring of endpoint health and status	
IP Requirement	Provide public IP resources to communicate with other cloud resources, on-premises networks, and the internet	
Security	Inclusion of a unified security management platform that includes security health monitoring of cloud workloads, and security threat blocking through access and application control	
Privacy	Must adhere to the Data Privacy Act of 2012 (RA 10173), must offer continuous security health monitoring for the entire cloud environment	
Scalable Resources	Provide the capability to increase/decrease resources as needed to support any periods of unpredictable resource usage. Scalable resources must include Bandwidth, Servers, Storage, and Database instances	
Vendor Support	Virtual machine availability and connectivity must be at least 99% up all the time	

## MINIMUM REQUIRED SPECIFICATIONS / FEATURES

DESCRIPTION	Statement of Compliance
<b>GENERAL REQUIREMENTS</b>	
1. Hosting the cloud-based systems developed and implemented by the OSG.	
2. Fully compatible and integrated with the existing cloud-hosting platform of OSG.	
3. Fully compatible to integrate with OSG’s existing on-premises environment.	
4. First-party single sign-on capability with OSG’s identity and access management service	
5. The proposed cloud solution must be in the “leader’s quadrant” in the Cloud Infrastructure and Platform Services in the Gartner Magic Quadrant of 2023.	
6. The solution must be in an Infrastructure-as-a-Service environment and Platform-as-a-Service Environment	
7. Continuously use the existing OSG tenant account	
8. The solution must support Platform as a Service – it provides a platform allowing one to develop, run and manage applications without the complexity of building and maintaining the infrastructure.	
9. The solution should enable seamless resource/workload movement from cloud source to destination.	
10. The cloud service provider offers better security for applications and data than the security would attain in-house.	
11. The solution must have an IaaS that provides all the infrastructure to support web apps, including storage, web and application servers, and networking resources.	
12. The solution must have a framework for easily building and customizing cloud-based applications	
13. The solution must support geographically distributed development teams	
14. The solution must efficiently manage the application lifecycle	
15. The solution must have an IaaS that makes it quick and economical to scale dev/test environments up and down.	
16. The solution must simplify the planning and management of backup and recovery systems.	

17. The solution must have a Web Application Firewall (WAF).	
18. The solution must have a Managed DNS.	
19. The solution must have a Managed SQL database in the cloud.	
20. The solution must have a Cloud-native application protection platform (CNAPP).	
21. All data at rest and in transit must be encrypted.	
22. The solution must have a DevOps tool	
23. The solution must have equivalent server specifications based on the existing solution.	
24. The solution must retain the current fully qualified domain name	
25. The solution must be capable and compatible with hosting the existing cloud environment	
26. The cloud SQL database must be accessible anywhere to update the table contents but must have proper security measures.	
27. The solution must have an interactive Graphical User Interface (GUI) accessible in any location, allowing the cloud administrators and development teams to conveniently access, manage, provision, and modify all cloud services and components instantly and securely. Multi-factor Authentication is recommended.	
28. The solution must have monitoring tool/s for application performance, analytics, system health, and diagnostic logs.	
29. The winning bidder must provide As-Built documentation or manual, including testing results.	
30. The winning bidder will be responsible for migrating instances and workloads from MS Azure to another provider if the present platform or provider differs from the hosted solution.	
<b>SECURITY REQUIREMENTS</b>	
1. Security has the feature of continually assessing the security posture, tracking new security opportunities, and precisely reporting progress.	
2. Security can secure the workloads with step-by-step actions that protect the workloads from known security risks.	
3. Security can generate a secure score for your subscriptions based on an assessment of your connected resources	

4. Security can detect threats targeting Cloud services, including Web App Services, SQL, Cloud Storage Accounts, and more data services.	
5. security can defend the workloads in real-time so can react immediately and prevent security events from developing.	
6. The security has advanced threat protection features for virtual machines, SQL databases, containers, web applications, your network, and more	
7. security can help limit exposure to brute force attacks.	
8. The security has capabilities that help automatically classify data in SQL.	
<b>WEB APPLICATION FIREWALL</b>	
1. Must have protection against web vulnerabilities and attacks.	
2. Must be capable of protecting multiple websites or applications.	
3. WAF Policies must be customizable for each web application.	
4. Protection against malicious bots and IPs.	
5. Must have protection against common attacks such as SQL Injection, cross-site scripting, command injection, HTTP hi-jacking, HTTP protocol violation and anomalies, crawlers, and scanners.	
6. Must have geo-location filtering.	
7. Must be capable of inspecting JSON and XML.	
8. Must be integrated and configured with the centralized monitoring tool for centralized monitoring.	
9. Must have customizable rules/policies to suit application requirements	
10. Must have logging and monitoring that can be saved or imported to PDF for printing.	
11. Must be integrated and configured with the centralized monitoring tool.	
<b>INFRASTRUCTURE</b>	
1. Must have a financially backed service level agreement (SLA) that guarantees monthly availability.	
2. Must provide preferential discounts for Virtual Machine services for securing longer term consumption and Bring Your Own License (BYOL) with corresponding software maintenance program.	
3. Must provide extended security updates for Windows Server 2008 and SQL Server 2008 workloads moving to the cloud without additional cost.	

4. Must provide additional 3-year extended security updates for Windows Server 2012 and SQL Server 2012 workloads moving to the cloud with additional cost.	
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**BILL OF MATERIALS**

<b>Service type</b>	<b>Custom Name</b>	<b>Region</b>	<b>Description</b>	<b>Statement of Compliance</b>
Application Gateway		Southeast Asia	Web Application Firewall V2 tier, 734 Fixed gateway Hours, 5 GB Data transfer	
App Service		Southeast Asia	Free Tier; 1 F1 (0 Core(s), 1 GB RAM, 1 GB Storage) x 730 Hours; Linux OS	
App Service		Southeast Asia	Premium V2 Tier; 1 P1V2 (1 Core(s), 3.5 GB RAM, 250 GB Storage) x 730 Hours; Linux OS; 0 SNI SSL Connections; 0 IP SSL Connections	
App Service		Southeast Asia	Standard Tier; 1 S1 (1 Core(s), 1.75 GB RAM, 50 GB Storage) x 730 Hours; Linux OS; 0 SNI SSL Connections; 0 IP SSL Connections	
Database for MySQL		Southeast Asia	Flexible Server Deployment, Burstable Tier, 1 B1s (1 vCores) x 730 Hours, 20 GB Storage with LRS redundancy, 0 Additional IOPS, 0 GB Additional Backup storage with LRS	
Database for MySQL		Southeast Asia	Single Server Deployment, General Purpose Tier, 1 Gen 5 (2 vCore) x 730 Hours, 50 GB Storage with ZRS redundancy, 0 GB Additional Backup storage - LRS redundancy	
DNS			Zone 1, DNS, Private; 2 hosted DNS zones, 0 DNS queries	
Front Door			Front Door Standard - Base instance included, 5 GB Data Transfer Out to Client, 5 GB Data Transfer In to Origin, 0 x 10,000 Requests	

DevOps			7 Basic Plan license users, 0 Basic + Test Plans license users, Free tier - 1 Hosted Pipeline(s), 1 Self Hosted Pipeline(s), 0 GB Artifacts, 0 VUMs	
Backup		Southeast Asia	VMs, 5 Instance(s) x 1 TB, GRS Redundancy, Moderate Average Daily Churn, 1 TB Average monthly snapshot usage data	
Bandwidth			Inter-Region transfer type, 1000 GB outbound data transfer from Southeast Asia to East Asia	
Storage Accounts		Southeast Asia	Block Blob Storage, Blob Storage, Flat Namespace, LRS Redundancy, Cool Access Tier, 1,000 GB Capacity - Pay as you go, 1,000 x 10,000 Write operations, 1,000 x 10,000 List and Create Container Operations, 1,000 x 10,000 Read operations, 1,000 x 10,000 Other operations. 100 GB Data Retrieval, 100 GB Data Write	
IP Addresses		Southeast Asia	Standard (ARM), 1 Static IP Addresses X 730 Hours, 0 Public IP Prefixes X 730 Hours	
Key Vault		Southeast Asia	Vault: 553 operations, 0 advanced operations, 0 renewals, 0 protected keys, 0 advanced protected keys; Managed HSM Pools: 0 Standard B1 HSM Pool(s) x 730 Hours	
Defender for Cloud or equivalent		Southeast Asia	Defender for Cloud or equivalent, by Resource: 0 Plan 1 server x 730 Hours, 1 Plan 2 servers x 730 Hours, 0 Container vCores x 730 Hours, 4 App Service nodes x 730 Hours, 0 SQL Database servers on Azure, 0 SQL Database servers outside Azure x 730 Hours, 0 MySQL Instances, 0 PostgreSQL Instances, 0 MariaDB Instances x 730 Hours,	



			Cosmos DB 0 x100 RU/s x 730 Hours, 40 Storage accounts x 730 Hours with 1 million total overage of transactions across each storage account, 760 Key Vault transactions, 1 x 1 million ARM API calls, 1 x 1 million DNS queries	
Bandwidth			Internet egress, 2000 GB outbound data transfer from Southeast Asia routed via Microsoft Global Network	
Storage Accounts		Southeast Asia	Managed Disks, Standard HDD, S10 Disk Type 1 Disks; Pay as you go	
Storage Accounts		Southeast Asia	Managed Disks, Standard HDD, S30 Disk Type 5 Disks; Pay as you go	
Storage Accounts		Southeast Asia	Page blobs (Unmanaged Disks included), Standard, LRS Redundancy, General Purpose V2, 100 GB Capacity, 100 Operations for Unmanaged Disks, 4 Write operations for Page Blobs, 0 Write additional IO units, 9 Read operations for Page Blobs, 0 Read additional IO units, 10,000 Delete operations for Page Blobs	
Storage Accounts		Southeast Asia	Table Storage, Standard, LRS Redundancy, 100 GB Capacity, 2.99 Storage transactions	
Storage Accounts		Southeast Asia	Block Blob Storage, Blob Storage, Flat Namespace, LRS Redundancy, Archive Access Tier, 1,000 GB Capacity - Pay as you go, 0 x 10,000 Write operations, 0 x 10,000 List and Create Container Operations, 0 x 10,000 Read operations, 100,000 Archive High Priority Read, 0 x 10,000 Other operations. 0 GB Data Retrieval, 1,000 GB	

			Archive High Priority Retrieval, 1,000 GB Data Write	
Storage Accounts		Southeast Asia	Block Blob Storage, General Purpose V2, Flat Namespace, LRS Redundancy, Hot Access Tier, 100 GB Capacity - Pay as you go, 15 x 10,000 Write operations, 14 x 10,000 List and Create Container Operations, 0 x 10,000 Read operations, 0 x 10,000 Other operations. 1,000 GB Data Retrieval, 1,000 GB Data Write	
Virtual Machines		Southeast Asia	1 A4 v2 (4 Cores, 8 GB RAM) x 730 Hours (Pay as you go), Windows (License included), OS Only; 1 managed disk – E10; Inter Region transfer type, 5 GB outbound data transfer from Southeast Asia to East Asia	
Virtual Network			Southeast Asia (Virtual Network 1): 100 GB Outbound Data Transfer; Southeast Asia (Virtual Network 2): 100 GB Outbound Data Transfer	
VPN Gateway		Southeast Asia	VPN Gateways, VpnGw1 tier, 730 gateway hour(s), 0 additional S2S tunnels (beyond included amount), 0 additional P2S connections (beyond included amount), 0 GB, Inter-VNET VPN gateway type	

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

# Checklist of Technical and Financial Documents

Note: Forms/Templates are downloadable at the GPPB website <https://www.gppb.gov.ph/downloadable-forms/#tab-61412>

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (h) 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***

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (l) *[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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Republic of the Philippines



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