PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF CLOUD SERVICES FOR THE PHILIPPINE IDENTIFICATION SYSTEM

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY
Quezon City, Philippines

PUBLIC BIDDING NO. 2022-06

Sixth Edition
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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.

Table of Contents

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 SERVICES FOR THE PHILIPPINE IDENTIFICATION SYSTEM

1. The **Philippine Statistics Authority**, through the **2022 General Appropriations Act** intends to apply the sum of **Two Hundred Eighty-Six Million Pesos (Php 286,000,000.00)** for the duration of 12 months for the **Procurement of Cloud Services for the Philippine Identification System**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Philippine Statistics Authority** now invites bids for the above Procurement Project. Delivery of the Goods for the new Cloud Services subscription should be **within 15 calendar days upon receipt of Notice to Proceed**. The contract duration is 12 months. Bidders should have completed, within **3 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 (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 **Philippine Statistics Authority** (PSA) and inspect the Bidding Documents at the address given below during working hours from 8AM- 5PM weekdays except holidays.

   > PSA BAC Secretariat
   > 11th floor, Cyberpod Centris One, Eton Centris
   > EDSA corner Quezon Avenue, Quezon City

5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 July 2022** 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 **Fifty Thousand Pesos (Php 50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means

   It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the PSA, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The PSA-BAC will hold a Pre-Bid Conference on **22 July 2022, 2:00 PM** through video conferencing or webcasting *via Zoom*. Meeting links will be provided to the respective email addresses provided to the BAC Secretariat by the interested bidders,

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **05 August 2022, 9:00AM**. 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 **05 August 2022, 2:00PM.** The link for Zoom conference will be sent to the respective email addresses given by the interested bidders. Bids will be opened in the presence of the bidders' representatives who choose to participate in the activity or witness the opening of the bids through video conferencing via Zoom platform. Bidders interested to participate shall coordinate and register with the BAC Secretariat for the link through email address indicated below.

10. The Philippine Statistics Authority 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.

11. For further information, please refer to:

    MR. JOSEPH P. CAJITA
    Head, BAC Secretariat
    PSA Bids and Awards Committee
    11th Floor, Cyberpod Centris One, Eton Centris
    EDSA corner Quezon Avenue, Quezon City
    Tel. No. : (02) 374-8270
    Email address: bac-secretariat@psa.gov.ph or bacsecretariat.psa@gmail.com

12. You may visit the following websites:

    For downloading of Bidding Documents:
    www.psa.gov.ph or https://procurement.psa.gov.ph/

                                                        (SGD)
                                    MINERVA ELOISA P. ESQUIVIAS
                                    Chairperson, PSA Bids and Awards Committee

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, Philippine Statistics Authority wishes to receive Bids for the **Procurement of Cloud Services for the Philippine Identification System** with identification number PB 2022-06.

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 The GOP through the source of funding as indicated below for **year 2022** in the amount of **Two Hundred Eighty-Six Million Pesos (P 286,000,000.00) for one Lot**.

2.1.   The source of funding is 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 exceeding 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 Procuring Entity has prescribed 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 **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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**.

14.2. The Bid and bid security shall be valid **One Hundred Twenty (120) Days from the date of 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.

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[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.

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. 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	For this purpose, contracts similar to the Project shall be: a. **Procurement of Cloud Services.** b. Completed within **three (3) 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 **Philippines** or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	  a. The amount of not less than **P 5,720,000.00** [*(2%) of Lot]*, 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 **P 14,300,000.00** [*(5%) of Lot]* if bid security is in Surety Bond.

19.3	<table><tr><th>Lot</th><th>Item Description</th><th>Approved Budget for the Contract (ABC)</th></tr><tr><td>1</td><td>**Procurement of Cloud Services for the Philippine Identification System**</td><td>**P 286,000,000.00**</td></tr></table>
20.2	No Further instructions
21.2	No Further instructions

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

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

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	

1	**Delivery and Documents –**
	
	 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:
	
	 The delivery terms applicable to the Contract are delivered at **11th Flr., ETON Centris Cyberpod 5, Quezon City.** Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.``
	
	 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	
	 For purposes of this Clause the Procuring Entity's Representative at the Project Site is ANS Rene C. Mendoza.
	
	 Incidental Services –
	
	 The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: For Lot 1 a to e are applicable.
	
	    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;

	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.
	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:

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

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.

Transportation
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.

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.

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.

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**.**	
	Intellectual Property Rights – 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.	
2.2	"The terms of payment shall be as follows:" - Subscription on a monthly basis based on actual usage. - Certification that the subscription is being used by PSA to be issued by the end user as part of the requirements for payment of monthly billing. - Submission of an invoice by the supplier will be done after the installation/activation of subscription.	
4	The inspections and tests that will be conducted are: 1. Inspection of the accessibility of the Dashboard and Service Portal 2. Visibility of the Subscribed services at the Dashboard 3. VM Test provisioning and activation of other subscribed services	

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	**Procurement of Cloud Services for the Philippine Identification System**	**1 LOT**	**P 286,000,000.00**	Delivery of the Goods for the new Cloud Services subscription should be within 15 calendar days upon receipt of Notice to Proceed (NTP). The Contract duration for the lot is 12 months **Delivery of Service:** **11th Flr., ETON Centris Cyberpod 5, Quezon City**

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

_____	_____	_____
Name of Company	**Signature over Printed Name of Authorized 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

Item	Specification	Statement of Compliance
		[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	Specifications	Statement of Compliance
Supply, delivery, installation, configuration, 12-month support, and maintenance		
Infrastructure/Services Requirements Minimum Specifications:		
1. Cloud Infrastructure-as-a-Service (IaaS) Requirements	1.1. The Cloud Service provider must be ISO certified:	
	1.1.1. ISO 27001 - http://www.iso.org/iso/home/standards/management-standards/iso27001.htm	

	1.1.2. ISO 27017 - http://www.iso.org/iso/catalogue_detail?csnumber=43757	
	1.1.3. ISO 27018 - http://www.iso.org/iso/catalogue_detail.htm?csnumber=61498	
	1.2. The CSP will need to meet security requirements and be verified by internationally recognized security assurance framework, such as but not limited to:	
	1.2.1. Service Organization Controls (SOC) Report 1	
	1.2.2. Service Organization Controls (SOC) Report 2	
	1.3. The account ownership and its related services shall belong to PSA. Access rights may be given to third party vendor(s), as deemed necessary, to perform any services related to the project. PSA however shall have the right and ability to revoke said rights at any given time from the root account.	
	1.4. The CSP shall provide, as part of the subscribed services, 24x7 Technical Support to all instances and resources subscribed by PSA. Support services must include communication mediums such as but not limited to telephone, chat, email, live screen sharing and the likes with response time of at least 1 hour support ticket logging.	
	1.5. Shall provide an interactive Graphical User Interface (GUI) with 2-Factor Authentication that allows user to manage all hosting service instantly and securely.	
	1.6. Must have the capability to deploy a Highly Available and Multi-Zone Disaster Recovery enabled solution across multiple datacenters within ASEAN Region. Intent is to prevent single points of failure which may be caused by all forms of natural disasters, outages and other occurrences that may disrupt normal operations. Capability to deploy across multiple sites shall be made	

	available through a self-service portal with a Graphical User Interface (GUI).	
	1.7. Must have the ability to provide a managed relational database service which can be integrated with any chosen software solutions. This managed relational database will enable the user administrators to optimize time by "outsourcing" the OS patching and High Availability failover.	
	1.8. Must provide self-service portal which acts as a graphical user interface accessible over the web that will allow cloud administrators and users to conveniently access, provision, modify, and automate subscribed cloud-based resources.	
	1.9. Must provide a dashboard for cloud administrators which shall provide an overall view of the size and status of the subscribed Cloud Environment.	
	1.10. Must provide an Application Centric Infrastructure (ACI) multi-site orchestrator which will provide visibility onto a cloud environment.	
	1.11. Shall provide performance monitoring capabilities for processor, memory, disk usage, and network utilization.	
	1.11.1. The performance monitoring component shall provide tools and means to actively capture performance-related information of Cloud Environment services or resources.	
	1.11.2. The performance monitoring tool must have the ability to send customizable email notifications to administrators based on threshold alarms.	
	1.11.3. The performance monitoring components must have the ability to capture initial performance baseline which can be used to analyze the variation in performance of the services.	

	1.11.4. The collected performance metrics or logs shall be made available to the end-user administrator through self-service portal. The performance metrics shall be made presented in a unified manner with appropriate visualization.	
	1.12. Isolated Private Network and Private Cloud Options:	
	1.12.1. All cloud instances and services must be hosted within an isolated private network or virtual private cloud that can support up to 50Tb per month data transfer out from the cloud.	
	1.12.2. The Service Provider must have the ability/option to provide dedicated virtual machines and hosts should PSA decides the need for it.	
	1.12.3. Must be able to support IPv6 Protocol.	
	1.12.4. Must be compatible with the existing cloud infrastructure deployment.	
	1.13. The CSP must be able to engage in an On-Demand or Pay-per-Use Model where PSA will pay based on actual usage and not based on reserved instances. The CSP shall provide capability to ensure access to additional resource capacity based on incremental requirements at any given time. Additionally, the incremental requirements for cloud resources may go beyond the initially subscribed services but within the Service Catalog of the CSP.	
	1.14. Data Sovereignty	
	1.14.1. PSA subject to conditions prescribed by the Law of the Republic of the Philippines with regards to data residency and sovereignty laws, retains control and ownership of all data stored or processed during the subscription period.	
	1.14.2. All PSA Data stored in the Cloud shall be the sole property of PSA. This data can be retrieved anytime upon request of PSA and has	

	the sole right and authority to copy, move, delete, or transfer it to other locations.	
	1.14.3. The CSP must agree and ensure that the data stored in an agreed location will remain within it and will not be transferred without the knowledge of PSA.	
	1.15. Must provide built-in audit logging features that capture all API requests/changes to the infrastructure for audit purposes. PSA shall have the ability to determine the retention length for these audit logs.	
	1.16. Must provide a template-based service to simplify deployment and eliminate the need to deploy individual elements of an application. This service must allow the end-user administrator, and its contractors (if any), to input and save the infrastructure setup to allow effective and efficient redeployment in the event of an error.	
	1.17. To guarantee government regarding with the reliability of the Cloud Solution being offered, the Cloud Service Provider must be a leader in Gartner's IaaS Magic Quadrant for at least three (3) consecutive years.	
	1.18. PSA requires the Cloud Service Provider as a recognized "Leader" in Gartner's Infrastructure-as-a-Service (IaaS) Magic Quadrant for at least three (3) consecutive years and is still recognized as a "Leader" at the same year of PSA's procurement of the said service.	
	1.19 Must have the ability to provide a managed block storage service that enables PSA to modify volume performance for a volume/disk, has asynchronous replication, supports multi-volume snapshot, predictable full performance from volume created from snapshots, and supports single-tenant storage service.	
	1.20 Object Storage	

	1.20.1 Must have the ability to provide a managed object storage service that enables customers to access pattern-based automatic data movement storage class/tier.	
	1.20.2 Must be able to use SQL statements (sub-object filtering) for CSV/JSON/Parquet object without needing to download the object locally.	
	1.20.3 Must have bucket-level Write Once, Read Many (WORM) lock compliance and replication time control with SLA.	
	1.20.4 Must have the ability to analyze and configure access points for secure entry points to shared data.	
2. Compute and Storage Sizing Requirements	2.1. As stated in Section 1.13. of this document, PSA shall engage the CSP on an On-Demand or Pay-per-Use model. As such, the sizing requirements stated herein shall be the initial set of resources to be subscribed by PSA on Day 1 and shall be adjusted depending on the resources demand of the project.	
	2.2. The initial sizing required are tabulated in Table 1 and Table 2.	
3. Must provide a Cloud-based Hardware Security Module (HSM)	3.1. Must be single-tenant and tamper resistant	
	3.2. Must support FIPS 140-2 Level 3 standard for cryptographic modules.	
	3.3. Must be configured in a cluster (4 clusters, 2 nodes per cluster) providing high availability and load balancing features, with key replicated across HSMs within the cluster.	
	3.4. Must be able to support on-demand scaling using the CSPs graphical user interface (GUI) or Command-line Interface (CLI).	
	3.5. Must offer integration with custom applications via industry-standard APIs and supports multiple programming languages, including PKCS#11, Java Cryptography Extensions (JCE), and Microsoft CryptoNG (CNG) libraries.	

	3.6. Must support quorum authentication for critical administrative and key management functions.	
	3.7. Must support multi-factor or two-factor authentication (MFA or 2FA).	
	3.8. Must be a CSP managed service, eliminating tasks such as hardware provisioning, software patching, high availability configuration, and backups. Must support 2048, 4096-bit RSA Private Keys, 256-bit AES keys on FIPS 140-2 Level 3 Certified Memory of Cryptographic Module.	
4. Infrastructure Security Requirements	4.1. Encrypted Audit Trails/Logs	
	4.1.1. Must support multi-factor authentication deletes for unintentional deletes and additional security.	
	4.1.2. Able to support audit trail and deliver logfiles to the CSP's object store for secure access.	
	4.1.3. Able to support audit trail for both graphical user access (GUI) events and command-line interface (CLI) events.	
	4.1.4. Must support granular access control through user policies and/or object storage bucket policies.	
	4.2. Web Application Firewall (WAF)	
	4.2.1. Requires web application protection from attacks by enabling configure rules that will allow, block, or monitor and quantify web requests based on defined conditions. These conditions include IP addresses, HTTP headers, HTTP body, URI strings, SQL injection and cross-site scripting.	
	4.2.2. Must protect websites from common attack techniques like SQL injection and cross-site scripting (XSS).	
	4.3. Cloud Distributed Denial of Service (DDoS) Protection.	
	4.3.1. Must provide fast, reliable and efficient Content Delivery Network (CDN) service that securely delivers data, applications, and APIs with low	

	latency and high transfer speeds, providing an additional layer of protection from DDoS attacks.	
	4.3.2. Must provide an always-on detection and automatic inline DDoS mitigations that will mitigate or minimize application downtime and latency.	
	4.3.3. Provide 24x7 access to the cloud providers DDoS Response Team (DRT) and protection against DDoS related spikes in cloud instances/VMs, load balancers, content delivery network (CDN), and DNS changes.	
	4.4. Security Compliance Assessment	
	4.4.1. Able to provide threat detection service that constantly monitors malicious activities and unusual/unauthorized behavior to protect cloud accounts, workloads, and data stored in the cloud object store.	
	4.4.2. Must provide analysis on continuous streams of meta-data generated from accounts and network activities found in audit trails, network flow logs, and DNS logs.	
	4.4.3. Able to provide built-in detection techniques for reconnaissance, instance compromise, account compromise and object store compromise.	
	4.5. Secured Monitoring	
	4.5.1. Must support metric alarm, data collection and tracking on cloud resources.	
	4.5.2. Must support access through APIs, Command Line Interface (CLI), programming software development kits (SDKs), and the CSP's management console.	
	4.5.3. Able to provide metric alarms and interactive analytics capability for metric logs.	
	4.5.4. Must be able to create metric dashboards.	
	4.5.5. Able to support isolation and analysis of performance issues	

	impacting the container environment i.e., Kubernetes clusters.	
	4.6. Configuration Rules	
	4.6.1. Able to provide capability to assess, audit, evaluate configurations of cloud resources.	
	4.6.2. Able to capture and record configurations changes in any of the cloud resources.	
	4.6.3. Must provide pre-built rules for evaluating, provisioning, and configuring of cloud resources.	
	4.6.4. Must support customization of pre-built rules.	
	4.6.5. Must support conformance packs by putting together common frameworks that can be deployed across entire organizations.	
	4.6.6. Able to provide compliance dashboards from defined rules/packs.	
	4.7 Data Encryption	
	4.7.1 All data must be encrypted in-transit and at-rest.	
	4.7.2 Must have the ability to provide a managed key management service which can be integrated with other services and be used for encryption. This managed key management service will enable the security administrators to optimize time by leveraging this service.	
	4.7.3 Must have audit capabilities to track who used the keys at any given point-in-time.	
	4.7.4 The encryption keys stored in the key management service must be durable and designed to have at least 99.999999999% durability.	
	4.7.5 No one, including the CSPs employees, should be able to retrieve the plaintext keys from the key management service. The service must use hardware security modules (HSMs) that have been validated under FIPS 140-2, or are in the process of being validated, to protect the confidentiality and integrity of PSAs keys. The plaintext keys should never be written to disk and only ever used in volatile memory of the HSMs	

	for the time needed to perform the requested cryptographic operations.	
	4.7.6 PSA should be able to import its own cryptographic keys into the managed key management service.	
	4.7.7 The managed key management service must have the capability of automatic rotation of root keys once per year without the need to re-encrypt previously encrypted data.	
	4.7.8 The managed key management service must have the capability to generate and manage asymmetric keys.	
	4.7.9 The managed key management service must have the following certifications and attestations: SOC 1, SOC 2, SOC 3, PCI DSS Level 1, FIPS 140-2, FedRamp, and HIPAA.	
	4.7.10 Must have the capability to provide a managed certificate management service that can generate public certificates to be used for public facing encryption in-transit.	
	4.7.11 The managed certificate management service must have the capability to automatically renew expiring certificates.	
	4.7.12 Must have the capability to provide a managed certificate management service that can generate and store private certificates for internal encryption in-transit.	
5. Cloud Connectivity Requirements	5.1. Dedicated Connectivity	
	5.1.1. Must provide redundant, dedicated, private cloud connectivity to the off-shore Cloud Infrastructure.	
	5.1.2. Must eliminate Single Points of Failures (SPOF) covering submarine cables, landing points, telecommunication providers and physical network devices.	
	5.1.3. Must provide a minimum bandwidth of 1Gbps to the off-shore Cloud Infrastructure from the on-premise data centers.	
	5.1.4. Supports Border Gateway Protocol (BGP) for up to 100 advertised routes.	

	5.1.5. Supports 1000BASE-LX or 10GBASE-LR connections over single mode fiber using ethernet transport.	
	5.1.6. Support for devices with 802.1Q VLANs.	
	5.1.7. Supports Bi-directional Forwarding Detection (BFD) for fast failure detection and failover.	
	5.1.8. Must have an availability SLA of 99.9%.	
	5.2. Virtual Private Network (VPN)	
	5.2.1. Supports Site-to-Site VPN for secure connectivity from on-premise to the off-shore Cloud Infrastructure.	
	5.2.2. Site-to-Site VPN must support statically routed or dynamically routed VPN connections.	
	5.2.3. Each Site-to-Site VPN must support two tunnels, with each tunnel supporting 1.25Gbps bandwidth.	
	5.3. Internet Connectivity	
	5.3.1. The winning bidder shall provide a minimum of 1Gbps internet connectivity for each of the PSA identified data centers, including all essential peripherals.	
	5.3.2. Must have a minimum availability SLA of 99.9%.	
	5.4. The CSP must provide on-premise equipment for all connectivity.	
6. Centralized Application Logs Requirements	6.1 Search and Log Analytics Engine	
	6.1.1 Fully managed open-source, RESTful, distributed search engine to store, search, and analyze application logs	
	6.1.2. Should offer REST based APIs, HTTP interface, and schema free JSON documents.	
	6.1.3. Supports Java, Python, PHP, JavaScript, Node.js, Ruby programming languages.	
	6.1.4. Provides integrated open-source visualization and reporting tool, Kibana (https://github.com/elastic/kibana).	

	6.1.5. Managed through the cloud service providers graphical user interface (GUI) or command line interface (CLI).	
	6.1.6. Supports built-in event monitoring and alerting.	
	6.1.7. Supports querying using SQL syntax.	
	6.1.8. Supports deployment across multiple cloud data centers or availability zones for availability and fault tolerance.	
	6.1.9. Durability via automated and manual snapshots.	
	6.1.10. Snapshots are stored in the cloud providers object storage designed for 11 9's of durability.	
	6.1.11. Supports cloud providers IP-based security policies, access control through user policies, or basic authentication with username and password.	
	6.1.12. Supports encryption for data-at-rest and data-in-transit.	
	6.1.13. Search engine must support magnetic, general-purpose solid-state drives (SSD) by specifying storage capacity, or IO optimized solid state drives (SSD) by specifying IOPs.	
	6.1.14. Supports no-downtime scaling (adding or modifying instances).	
	6.1.15. Logs performance metrics of the search engine to the cloud service providers centralized performance metric logs.	
	6.1.16. The log engine shall have 16 vCPUs with and 128 GiB of memory per node.	
	6.1.17. The log engine shall have a minimum of two nodes in a cluster for high availability.	
	6.2. Log Processor	
	6.2.1. Supports data ingestion through the cloud providers data ingestion service, or open-source data ingestion tools such as:	
	6.2.1.1. Logtash (https://github.com/elastic/logstash)	

	6.2.1.2. Fluentd (https://github.com/fluent/fluentd)	
	6.2.1.3. Fluentbit (https://github.com/fluent/fluent-bit)	
	6.2.2. Log processor should be able to process containers logs from the file system or Systemd/Journald.	
7. Data Sovereignty, Data Residency and Data Privacy Compliances	7.1. The CSP is required to comply with Data Sovereignty Guidelines and Policies as prescribed in the Philippine Government's Cloud First Policy:	
	7.1.1. All data created, collected, organized, modified, retrieved, used, consolidated, sourced from, or owned by the Philippine Government, including all its agencies and instrumentalities, or by any national of the Philippines or any entity that has links to the Philippines, which are in the cloud, regardless of location, shall be governed by the Philippine Laws, policies, rules and regulations.	
	7.1.2. Except as otherwise permitted under Philippine Law, no such data shall be subject to foreign laws, or be accessible to other countries, regardless of the cloud deployment model used, the nationality of the CSP, or the data's place of storage, processing, or transmission. No right appurtenant to such data shall be deemed transferred or assigned by virtue of the storage, processing, or transmission thereof by the CSP.	
	7.1.3. CSP and other entities engaged in the storage, processing, or transmission of such data shall comply with all applicable Philippine Laws, policies, rules, regulations and issuances relating to data sovereignty, and confidentiality, inclusive of RA 10844, RA 10173, RA 10175, their implementing rules and regulations.	
	7.2. The CSP shall abide by Republic Act (RA) 10173, otherwise known as the Data Privacy Act of 2012.	
8. Service Level Agreement (SLA)	Cloud Service Level commitment with a Monthly Uptime Percentage of 99.9%. In the event any of the Subscribed Services are not able to	

	meet the Service Level Commitment, PSA will be eligible to receive a Service Credit as described in Table 3.	
9. The CSP shall provide an enterprise support plan that will deliver the following:	9.1. 24x7 phone, email, and chat access to Cloud Support Engineers.	
	9.2. Designated Technical Account Manager (TAM) to proactively monitor the subscribed environment and assist with optimization.	
	9.3. Well-Architected Reviews	
	9.4. Concierge Support Team	
10. Cloud Administration Services	10.1. Implementation services for all cloud components proposed by the provider	
	10.2. Administer key aspects of PSA cloud infrastructure including the underlying compute and storage components. The provider will manage users, directories, access rights, disk space, and processes.	
	10.3. The provider will monitor system and resource alerts, resource utilization and resource contention to support the environment	
	10.4. The provider will utilize existing cloud tools to collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in PSA's cloud resources.	
	10.5. As part of the service improvement plan, the provider will provide PSA recommendations on cost optimization.	
	10.6. Provider will report on start and stop times for data transfer jobs to the cloud on a monthly basis.	
	10.7. The provider will administer the deployed security controls to manage the user access using Identity and Access Management Tools.	
	10.8. The bidder providing the cloud administration services must be ISO 9001:2015 certified.	
	10.9. The bidder providing the cloud administration services must be ISO/IEC 27001:2013 certified.	

Other Requirements:	Provider should be under the Public Sector Solution Provider Program of the proposed CSP.	
	Must be able to achieve zero downtime and disruption to all PhilSys services during deployment.	
	Maximum five (5) calendar days deployment of leased line and internet for the identified PSA data centers.	
	Delivery of the Goods is required within five (5) calendar days upon receipt of Notice to Proceed	
	If necessary, the provider should include the necessary 3rd party migration services to ensure zero downtime transition in its proposal.	

Table 1

Compute and Storage Sizing Requirements							
Server Type	Qty	vCPU	Memory (GiB)	Total vCPU	Total Memory	Duration (Months)	Statement of Compliance
Instance_1	4	4	32	16	128	12	
Instance_2	52	2	16	104	832	12	
Instance_3	15	2	16	30	240	12	
Instance_4	15	2	16	30	240	12	
Instance_5	2	8	32	16	64	12	
Instance_6	2	16	32	32	64	12	
Instance_7	2	8	32	16	64	12	
Instance_8	2	8	16	16	32	12	
Instance_9	2	8	32	16	64	12	

Instance_10	2	16	32	32	64	12	
Instance_11	2	8	32	16	64	12	
Instance_12	2	4	32	8	64	12	
Instance_13	15	8	64	120	960	12	
Instance_14	1	96	384	96	384	12	
Instance_15	1	96	384	96	384	12	

Table 2

Raw Block-Level Storage (Gen-Purpose SSD)-(Tb)	Object Storage (Tb)	Data Transfer Out per Month (TB)	IOPS	Statement of Compliance
228	200	40	100/GB	

Table 3

Service Level Agreement (SLA)		
Monthly Uptime Percentage	**Service Credit Percentage**	**Statement of Compliance**
Less than 99.99% but equal to or greater than 99.0%	10%	
Less than 99.0% but equal to or greater than 95.0%	25%	
Less than 95.0%	100%	

I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name/Signature of Authorized Representative: _____

Date: _____

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 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 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;
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).