



Republic of the Philippines
GOVERNMENT PROCUREMENT POLICY BOARD
TECHNICAL SUPPORT OFFICE

PHILIPPINE BIDDING DOCUMENTS

Upgrading of Web Hosting Services

(EARLY PROCUREMENT ACTIVITY)

BAC-GDS-2025-005-EPA

Government of the Republic of the Philippines

21 November 2024

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
**GOVERNMENT PROCUREMENT POLICY BOARD
TECHNICAL SUPPORT OFFICE**

INVITATION TO BID FOR THE UPGRADING OF WEB HOSTING SERVICES

1. The *Government Procurement Policy Board – Technical Support Office (GPPB-TSO)*, through the National Expenditure Program FY 2025 intends to apply the sum of *Two Million Five Hundred Thirty Thousand Pesos (Php2,530,000.00)* being the ABC to payments under the contract for Upgrading of Web Hosting Services with identification number BAC-GDS-2025-005-EPA. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The GPPB-TSO now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. *The Service is required within 7 calendar days upon receipt of the Notice to Proceed with a contract duration for a period of one (1) year from the date of the successful deployment of all the systems to the servers.* Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised IRR of RA No. 9184.
 - a. 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 *BAC Secretariat* and inspect the Bidding Documents at the address given below during office hours *7:00 AM to 5:00 PM from Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **21 November 2024** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents in the amount of Five Thousand Pesos (Php5,000.00), pursuant to Appendix 8, “Guidelines on the Sale of Bidding Documents” issued by the GPPB.* A bidder is allowed to pay the applicable fee via the Landbank Link biz portal which can be accessed through this link: <https://www.lbp-eservices.com/egps/portal/index.jsp> and shall present its proof of payment to the BAC Secretariat on or before the deadline of submission of bid or may send a copy through the email address given below.



6. The GPPB-TSO will hold a Pre-Bid Conference on **28 November 2024 at 9:00 A.M via Zoom** which shall be open to all interested bidders. Interested bidders may join the pre-bid conference through this link:
https://zoom.us/meeting/register/tJYkc-qhqzktHN07-OzJgISUTkp-zJkQ_QyO
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **9:00 AM of 10 December 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 December 2024 at 9:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
 - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or
 - b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules.
11. The GPPB-TSO 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:

BIDS AND AWARDS COMMITTEE
GOVERNMENT PROCUREMENT POLICY BOARD –
TECHNICAL SUPPORT OFFICE
GPPB-TSO Building, Commonwealth Avenue, UP Diliman Campus,
Quezon City, Philippines 1121
bacsec@gppb.gov.ph
(02) 5322-6222
<https://www.gppb.gov.ph/>

13. For downloading of Bidding Documents, you may visit the following websites:
- a. GPPB website at <https://www.gppb.gov.ph/gppb-tso-procurement/>
 - b. PhilGEPS website at <https://philgeps.gov.ph/>

Issued this 21st day of November 2024.

By the Authority of the Bids and Awards Committee:

MARIA LORA T. ALVAREZ-HORTILLAS
Vice Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Government Procurement Policy Board – Technical Support Office (GPPB-TSO)* wishes to receive Bids for the **Upgrading of Web Hosting Services** with identification number **BAC-GDS-2025-005-EPA**.

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

2. Funding Information

2.1. The NEP through the source of funding as indicated below for *FY 2025* in the amount of ***Two Million Five Hundred Thirty Thousand Pesos (Php2,530,000.00)***

2.2. The source of funding is:

a. NGA, the National Expenditure Program FY 2025

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. 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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. *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 through Zoom Videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- 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 the **BDS**.

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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for One Hundred Twenty (120) calendar days from the Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

- a. In the case of EPA, PE may request the bidders to extend the validity of their bid securities beyond One Hundred Twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.

A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.

If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder.

15. Sealing and Marking of Bids

Each Bidder shall submit *three (3) copies* 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 video conferencing, 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 Entity's 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Web Hosting Services.</i> b. <i>completed within five (5) years prior to the deadline for the submission and receipt of bids.</i>
7.1	<i>No further instructions.</i>
12	<i>No further instructions.</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, <u>or</u> any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>Fifty Thousand Six Hundred Pesos (Php50,600.00)</i>, 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 <i>One Hundred Twenty-Six Thousand Five Hundred Pesos (Php126,500.00)</i>, if bid security is in Surety Bond.
19.3	<i>One (1) Lot</i>
20.1	<i>No further instructions.</i>
21.1	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1.0 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)**.

2.0 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**.

3.0 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 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.

4.0 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 VII (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.

5.0 Warranty

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

6.0 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>1.0 RESPONSIBILITIES OF THE SERVICE PROVIDER (SP)</p> <p>1.1 The SP shall be responsible for the setup and configuration of cloud infrastructure for GPPB-TSO's platforms.</p> <p>1.2 The SP shall implement robust security protocols to prevent the servers from cyber-attacks and disaster recovery plans.</p> <p>1.3 The SP shall conduct monthly back-ups.</p> <p>1.4 The SP shall monitor errors, bugs, and possible cyber threats.</p> <p>1.5 The SP shall debug errors.</p> <p>1.6 The SP shall submit a monthly report which includes but not limited to Service Health, CPU and Memory utilization, Disk Usage, and uptime rate.</p> <p>1.7 The SP shall facilitate the data migration of all websites, systems and portal from its temporary cloud server to the new and assist in the migration from the staging server to live server.</p> <p>1.8 The SP shall conduct server scanning of viruses, malware, SQL injections, backdoors.</p> <p>1.9 The SP shall ensure seamless migration of all the systems without downtime.</p> <p>2.0 SERVICE LEVEL AGREEMENT (SLA)</p> <p>2.1 Service Support</p> <p>2.1.1 Provides 24/7 Technical Support with single point of contact during office hours, including:</p> <p>2.1.1.1 Web/system implementation/deployment assistance</p>

	<p>2.1.1.2 Dedicated Technical Support Service Representative who can be contacted by telephone and/or email during office hours from 8AM to 5PM, or even beyond office hours when necessary.</p> <p>2.1.1.3 The SP shall cater for the maintenance of the servers and manage the same 24/7.</p> <p>2.1.1.4 In case of downtime, the SP shall submit an incident report to IMD through email at imd@gppb.gov.ph, within 24-hours from the occurrence of the incident.</p> <p>2.2 Service Credit</p> <p>2.2.1 The GPPB-TSO shall be entitled to a service credit if the SP fails to maintain 99.95% uptime rate monthly. However, service credits shall not be claimed if the interruption is directly attributable to the system owned by the GPPB-TSO or other factors which are beyond the control of the SP and which are not attributable to the SP's fault and negligence.</p> <p>2.2.2 If the interruption is attributable to the SP, it shall voluntarily make the appropriate "Service Credit Percentage" or rebate to GPPB- TSO without the need to report or claim on the downtime. The credit allowance/rebate shall be applied to the next billing month.</p> <p>2.2.3 The Service Credits of Monthly Uptime Percentage is presented in Table 1 except for the identified SLA Exclusions. The Service Credits shall be credited to the succeeding month's billing statement:</p>
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Table 1. Schedule of Service Credits

<u>Monthly Uptime Percentage</u>	<u>Service Credit Percentage</u>
Less than 99.95% but greater than or equal to 99.0%	10%
Less than 99.0% but equal to or greater than 95%	25%
Less than 95%	100%

2.3 SLA Exclusions:

2.3.1 Issues caused by situations outside the control of the SP such as large-scale internet outages, data center outages, and natural disasters.

2.3.2 Downtime during maintenance windows, user-initiated downtime, or automated upgrades.

2.3.3 System vulnerabilities.

3.0 CONFIDENTIALITY CLAUSE

3.1 The SP shall treat all data and information related to the GPPB-TSO's webhosting services as strictly confidential. This includes any information related to GPPB-TSO's operations, personnel, databases, technical configurations, usage statistics, and all other content stored on GPPB-TSO's website and associated servers. The SP agrees not to disclose, share, or distribute this information to any third party without prior written consent from GPPB-TSO, except as may be required by law or court order. To protect GPPB-TSO's data from unauthorized access, use, or disclosure, the SP shall implement industry-standard security measures, including but not limited to encryption, firewalls, access controls, and regular security audits. Any breaches or suspected breaches of data security must be reported to GPPB-TSO within 24 hours, accompanied by a detailed incident report and mitigation measures.

3.2 Additionally, the SP shall comply with all applicable privacy laws in the Philippines, including the Data Privacy Act of 2012 (Republic Act No. 10173), ensuring that personal information stored or processed on behalf of GPPB-TSO is not disclosed to any third party or used for any purpose beyond providing webhosting services. All

	<p>communications, reports, documents, and data exchanged between GPPB-TSO and the SP are considered confidential and shall not be disclosed to any unauthorized party, whether in electronic or hardcopy form, including any reports or analyses generated during the webhosting services.</p> <p>3.3 Upon termination or expiration of the subscription, the SP shall return all data, information, and materials related to GPPB-TSO's webhosting services. If requested, the SP shall permanently delete or destroy all copies of GPPB-TSO's data from its systems and certify the destruction in writing. The confidentiality obligations of the SP under this agreement shall survive its termination or expiration and remain effective for five (5) years, or until such information becomes public knowledge through no fault of the SP. The SP acknowledges that a breach of this confidentiality clause could result in irreparable harm to GPPB-TSO, where monetary damages may be insufficient. In the event of a breach, GPPB-TSO reserves the right to seek injunctive relief, damages, or other remedies as permitted by law.</p> <p>3.4 This Confidentiality Clause forms an integral part of the webhosting subscription agreement between GPPB-TSO and the SP, requiring strict adherence by both parties to protect the confidentiality and security of GPPB-TSO's information.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Marlowe T. Mariano or Mr. Dennis C. Munchua of the Information Management Division</p> <p>Incidental Services – The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.</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>Intellectual Property Rights –</p>
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	<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> <p>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”</p>
2.2	<p>Payment Terms</p> <p>a) The Approved Budget for the Contract (ABC) is Two Million Five Hundred Thirty Pesos (Php2,530,000.00) only, inclusive of all applicable taxes, fees, and incidental charges, subject to the existing budget, accounting, and auditing rules, laws, and regulations.</p> <p>b) The payment for services shall be made monthly to be billed immediately after the end of the billing month.</p> <p>c) The billing statement shall be supported with the monthly report such as but not limited to Service Health, CPU and Memory utilization, Disk Usage, and uptime rate.</p>
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

Description	Total Quantity	Delivered, Weeks/Months
Upgrading of Web Hosting Services	1 lot	<p>The required services shall be provided within seven (7) working days upon receipt of the Notice to Proceed.</p> <p>Any incurred delay in the service delivery shall be subject to the existing applicable and implementing rules, laws, and regulations</p>

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

Technical Specifications

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>
<p>UPGRADING OF WEB HOSTING SERVICES</p> <p><u>Minimum Technical Specifications:</u></p> <p>1.0 Cloud Hosting Solution</p> <p>1.1 Set up a highly scalable cloud infrastructure using virtual machines, managed databases, scalable object storage, and container orchestration.</p>	

<p>1.2 Utilize managed databases with high availability and automated failover to ensure seamless data management and security.</p> <p>1.3 Capable of implementing a Platform-as-a-Service (PaaS) approach for streamlined deployment, continuous integration, and scaling of applications.</p> <p>1.4 Utilize virtual private cloud (VPC) for network isolation and enhanced security.</p> <p>1.5 Data redundancy, disaster recovery, and compliance with industry standards through automated backup solutions and encryption.</p>	
<p>2.0 Infrastructure Setup</p> <p>2.1 Deploy optimized virtual machines for hosting GPPB website, Online Portal, LMS, Observer's Portal, Online Blacklisting Portal,</p>	

<p>Procurement Forum and Summit Portal, and NGPA Microsite.</p> <p>2.2 Deploy highly available managed database clusters for critical applications, offering automated backups, point-in-time recovery, and encryption at rest and in transit.</p> <p>2.3 Set up automated backup systems and disaster recovery plans for critical applications.</p> <p>2.4 Deploy a multi-layered security architecture, including VPC isolation, cloud firewalls, intrusion detection and prevention systems (IDPS), automated vulnerability scanning, and DDoS protection.</p>	
<p>3.0 Secure Remote Access via SSH</p> <p>3.1 Configure SSH access on all designated servers to enable secure remote command-line login for authorized personnel.</p>	

<p>3.2 Set up SSH-based secure file transfer protocols (SCP and SFTP) for safe transmission of files between servers.</p> <p>3.3 Implement SSH port forwarding as needed to securely access internal services behind network firewalls.</p> <p>3.4 Require public key authentication to strengthen access security, ensuring that users secure private keys and adhere to best practices in key management</p> <p>3.5 Enforce data encryption during all SSH communications to protect against unauthorized access and data interception.</p>	
<p>4.0 Webhosting Services</p> <p>4.1 Provide and maintain the following technical specifications for each platform:</p> <p>4.1.1 Website (CMS) Content Management System Server</p> <p><u>Hosting Platform:</u></p>	

<p>Cloud platform with managed services for reliability, security, and scalability.</p> <p><u>Database:</u> Managed databases for optimized query performance, automatic backups, and security updates.</p> <p><u>Security:</u> SSL/TLS for secure data transmission.</p> <p><u>Backup:</u> Automated backup systems with quick data restoration.</p> <p><u>Storage Solution:</u> Cloud storage for redundancy and data durability.</p> <p><u>Containerization:</u> Containerized environments for version control and quick rollback.</p> <p><u>Server Monitoring:</u> Real-time tracking, alerting, and diagnostics tools.</p> <p><u>Mail Server:</u> Capability to run external outgoing mail servers.</p> <p><u>Performance Optimization:</u> Regular performance tuning based on analytics.</p> <p><u>Operating System:</u> Ubuntu 22.04 (LTS) x64 OS.</p> <p><u>Web Server Software:</u> Apache or Nginx, WordPress.</p> <p><u>CPUs:</u> 4vCPUs.</p>	
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<p><u>Memory:</u> At least 8GB RAM.</p> <p><u>Bandwidth:</u> 4TB per month</p> <p><u>Storage:</u> 1TB SSD.</p> <p><u>Database:</u> MySQL.</p> <p><u>Scripting Language:</u> PHP Scripting Language Support.</p>	
<p>4.1.2 Online Portal Server</p> <p><u>Hosting Platform</u> Cloud platform with managed services for reliability, security, and scalability.</p> <p><u>Database</u> Managed databases for optimized query performance, automatic backups, and security updates.</p> <p><u>Security</u> SSL/TLS for secure data transmission.</p> <p><u>Backup</u> Automated backup systems with quick data restoration .</p> <p><u>Storage Solution</u> Cloud storage for redundancy and data durability.</p> <p><u>Containerization</u> Containerized environments for version control and quick rollback.</p> <p><u>Server Monitoring</u></p>	

<p>Real-time tracking, alerting, and diagnostics tools.</p> <p><u>Mail Server</u> Capability to run external outgoing mail servers.</p> <p><u>Performance Optimization</u> Regular performance tuning based on analytics.</p> <p><u>Operating System</u> Ubuntu 22.04 (LTS) x64 OS.</p> <p><u>Web Server Software</u> Apache or Nginx, configured to handle dynamic content, caching, and secure connections.</p> <p><u>CPUs</u> 4vCPUs.</p> <p><u>Memory</u> At least 8GB RAM.</p> <p><u>Bandwidth</u> 2TB per month.</p> <p><u>Storage</u> 512GB SSD.</p> <p><u>Database</u> MySQL.</p> <p><u>Scripting Language</u> PHP Scripting Language Support.</p>	
<p>4.1.3 PROHUB Learning Management System Server</p> <p><u>Hosting Platform:</u> Containerized environment for scalability and document, video, and image uploads.</p> <p><u>Database:</u></p>	

<p>Managed databases for optimized query performance, automatic backups, and security updates.</p> <p>Security SSL/TLS for secure data transmission.</p> <p><u>Backup:</u> Automated backup systems with quick data restoration.</p> <p><u>Storage Solution:</u> Cloud storage for redundancy and data durability.</p> <p><u>Containerization:</u> Containerized environments for version control and quick rollback.</p> <p><u>Server Monitoring:</u> Real-time tracking, alerting, and diagnostics tools.</p> <p><u>Mail Server:</u> Capability to run external outgoing mail servers.</p> <p><u>Performance Optimization:</u> Regular performance tuning based on analytics.</p> <p><u>User Capacity:</u> Capable of running for at least 35,000 users.</p> <p><u>Operating System:</u> Ubuntu 22.04 or higher version (Application and Web Server).</p> <p><u>Web Server Software:</u> Apache/Nginx, Moodle with Edwiser plug-in (Application and Web Server).</p> <p><u>Database:</u> MySQL.</p>	
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<p><u>CPU:</u> 4vCPUs (Application/Web Server and Database Server).</p> <p><u>Memory:</u> At least 8GB RAM (Application/Web Server and Database Server).</p> <p><u>Bandwidth:</u> 4TB per month.</p> <p><u>Storage:</u> 512GB SSD (Application/Web Server), 1TB SSD (Database Server).</p> <p><u>Scripting Language:</u> PHP Scripting Language Support.</p>	
<p>4.1.4 Procurement Observer's Portal Server</p> <p><u>Hosting Platform:</u> Cloud platform with managed services for reliability, security, and scalability.</p> <p><u>Database:</u> Managed databases for optimized query performance, automatic backups, and security updates.</p> <p><u>Security:</u> SSL/TLS for secure data transmission.</p> <p><u>Backup:</u> Automated backup systems with quick data restoration.</p> <p><u>Storage Solution:</u> Cloud storage for redundancy and data durability.</p> <p><u>Containerization:</u></p>	

<p>Containerized environments for version control and quick rollback.</p> <p><u>Server Monitoring:</u> Real-time tracking, alerting, and diagnostics tools.</p> <p><u>Mail Server:</u> Capability to run external outgoing mail servers.</p> <p><u>Performance Optimization:</u> Regular performance tuning based on analytics.</p> <p><u>Operating System:</u> Ubuntu 22.04 (LTS) x64 OS.</p> <p><u>CPUs:</u> 4vCPUs.</p> <p><u>Memory:</u> 8GB RAM.</p> <p><u>Bandwidth:</u> 2TB per month.</p> <p><u>Storage:</u> 512GB SSD.</p> <p><u>Database:</u> MySQL.</p> <p><u>Scripting Language:</u> PHP Scripting Language Support.</p>	
<p>4.1.5 Enhanced Online Blacklisting Portal Server</p> <p><u>Hosting Platform:</u> Cloud platform with managed services for reliability, security, and scalability.</p> <p><u>Database:</u> Managed databases for optimized query performance,</p>	

<p>automatic backups, and security updates.</p> <p><u>Security:</u> SSL/TLS for secure data transmission.</p> <p><u>Backup:</u> Automated backup systems with quick data restoration.</p> <p><u>Storage Solution:</u> Cloud storage for redundancy and data durability.</p> <p><u>Containerization:</u> Containerized environments for version control and quick rollback.</p> <p><u>Server Monitoring:</u> Real-time tracking, alerting, and diagnostics tools.</p> <p><u>Mail Server:</u> Capability to run external outgoing mail servers.</p> <p><u>Performance Optimization:</u> Regular performance tuning based on analytics.</p> <p><u>Operating System:</u> Ubuntu 22.04 (LTS) x64 OS.</p> <p><u>CPUs:</u> 4vCPUs.</p> <p><u>Memory:</u> 8GB RAM.</p> <p><u>Bandwidth:</u> 4TB per month.</p> <p><u>Storage:</u> 768GB SSD.</p>	
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<p><u>Database:</u> MySQL.</p> <p><u>Scripting Language:</u> PHP Scripting Language Support.</p>	
<p>4.1.6 Forum and Summit Portal Server</p> <p><u>Hosting Platform:</u> Cloud platform with managed services for reliability, security, and scalability.</p> <p><u>Database:</u> Managed databases for optimized query performance, automatic backups, and security updates.</p> <p><u>Security:</u> SSL/TLS for secure data transmission.</p> <p><u>Backup:</u> Automated backup systems with quick data restoration.</p> <p><u>Storage Solution:</u> Cloud storage for redundancy and data durability.</p> <p><u>Containerization:</u> Containerized environments for version control and quick rollback.</p> <p><u>Server Monitoring:</u> Real-time tracking, alerting, and diagnostics tools.</p> <p><u>Mail Server:</u> Capability to run external outgoing mail servers.</p> <p><u>Performance Optimization:</u> Regular performance tuning based on analytics.</p>	

<p><u>Operating System:</u> Ubuntu 22.04 (LTS) x64 OS.</p> <p><u>CPUs:</u> 2vCPUs.</p> <p><u>Memory:</u> 8GB RAM.</p> <p><u>Bandwidth:</u> 2TB per month.</p> <p><u>Storage:</u> 100GB SSD.</p> <p><u>Database:</u> MySQL.</p> <p><u>Scripting Language:</u> PHP Scripting Language Support.</p>	
<p>4.1.7 New Government Procurement Act (NGPA) Microsite Server</p> <p><u>Hosting Platform:</u> Cloud platform with managed services for reliability, security, and scalability.</p> <p><u>Database:</u> Managed databases for optimized query performance, automatic backups, and security updates.</p> <p><u>Security:</u> SSL/TLS for secure data transmission.</p> <p><u>Backup:</u> Automated backup systems with quick data restoration.</p> <p><u>Storage Solution:</u> Cloud storage for redundancy and data durability.</p>	

<p><u>Containerization:</u> Containerized environments for version control and quick rollback.</p> <p><u>Server Monitoring:</u> Real-time tracking, alerting, and diagnostics tools.</p> <p><u>Mail Server:</u> Capability to run external outgoing mail servers.</p> <p><u>Performance Optimization:</u> Regular performance tuning based on analytics.</p> <p><u>Operating System:</u> Ubuntu 22.04 (LTS) x64 OS.</p> <p><u>Web Server Software:</u> Apache or Nginx, WordPress.</p> <p><u>CPUs:</u> 4vCPUs.</p> <p><u>Memory:</u> At least 8GB RAM.</p> <p><u>Bandwidth:</u> 5TB per month</p> <p><u>Storage:</u> 1TB SSD.</p> <p><u>Database:</u> MySQL with replication for failover and high availability.</p> <p><u>Scripting Language:</u> PHP Scripting Language Support or Python-based frameworks for dynamic content handling.</p>	
5.0 Security Features	

<p>5.1. Deploy paid SSL/TLS certificates for all servers, with automatic renewal and industry-standard encryption.</p> <p>5.2 Implement a secure network architecture using VPCs for isolation and enhanced access control.</p> <p>5.3 Monitor the systems with real-time security alerts and conduct regular security audits.</p>	
<p>6.0 Performance Optimization</p> <p>6.1. Implement server-side caching for faster response times.</p> <p>6.2. Utilize automated optimization tools to enhance loading times for images and media.</p>	
<p>7.0 Backup and Disaster Recovery</p> <p>7.1.Ensure regular automated backups of all critical data and applications and provide point-</p>	

<p>in-time recovery options.</p> <p>7.2.Maintain a disaster recovery plan for all hosted systems to minimize downtime.</p>	
<p>8.0 Software Support</p> <p>8.1.Provide and manage form builder software and LMS support tools to streamline workflows, automate tasks, and generate reports on course activity and learner progress.</p> <p>8.2.Integrate payment gateways, SSO, and Two-Factor Authentication (2FA) for enhanced security.</p>	
<p>9.0 Maintenance and Technical Support</p> <p>9.1.Provide 24/7 technical support, including real-time monitoring, incident response, and system maintenance.</p> <p>9.1. Conduct regular server performance evaluations and optimizations.</p> <p>9.2. Regular updating of installed applications or as often as necessary.</p>	
<p>10.0 Upscale Feature</p>	

<p>Provide an option to scale up resources (additional servers, increased traffic handling capacity) based on evolving requirements.</p>	
<p>11.0 Domain Name System (DNS) Management</p> <p>11.1. The SP shall grant DNS management access to GPPB-TSO for configuration control over their domain, including domain routing, record modifications, and traffic distribution for enhanced reliability and performance.</p> <p>11.2. Ensure redundancy and reliability of DNS services with secondary backup DNS servers to prevent service interruptions.</p> <p>11.3. Implement DNS security protocols, such as DNSSEC, to protect against spoofing and ensure data integrity.</p>	

11.4. Provide real-time access to DNS performance monitoring, including alerts for any DNS-related issues.	
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I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VIII. Checklist of Technical and Financial Documents

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 **supported with copies of end-user’s acceptance or official receipts or sales invoice issued for the contract²; 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 Schedule of Requirements; **and**
- ☐ (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **supported with** Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative. In case of partnership or single proprietorship, the bidder shall submit Original Special Power of Attorney executed by the partners or single proprietor, whichever is applicable.

In case of Joint Venture, Original Special Power of Attorney shall be submitted by 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

- ☐ (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.

² As per GPPB Circular No. 04-2020 dated 16 September 2020

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.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
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_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government**

of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Republic of the Philippines



Government Procurement Policy Board