

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **ONE (1) YEAR SUBSCRIPTION OF CLOUD COMPUTING SERVICES**

Project ID: LRA SPBAC-2024-02

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# 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***





REPUBLIKA NG PILIPINAS  
KAGAWARAN NG KATARUNGAN  
**PANGASIWAAN SA PATALAAN NG LUPAIN**  
**(LAND REGISTRATION AUTHORITY)**  
East Avenue cor. NIA Road, Quezon City

**INVITATION TO BID FOR THE**  
***Procurement of One (1) year Subscription of Cloud Service***  
***for the Personal Property Security Registry (PPSR) System***  
***for FY 2024***

1. The *Land Registration Authority (LRA)*, through the FY 2024 General Appropriations Act (GAA) R.A. No. 11975 intends to apply the sum of **TEN MILLION PESOS(Php 10,000,000.00)**, inclusive of VAT, being the ABC to payments under the contract for ***Procurement of One (1) year Subscription of Cloud Service for the Personal Property Security Registry (PPSR) for FY 2024 with Project ID No. SPBAC-2024-002.***

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Land Registration Authority* now invites bids for the above Procurement Project. The Subscription shall be provided to **LRA within Ten (10) calendar days upon receipt of Notice to Proceed.** Bidders should have completed, within the last three 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 ***LRA Special Bids and Awards Committee (SPBAC) Secretariat*** through the contact details given below and inspect the Bidding Documents as posted on the websites of the ***LRA and the Philippine Government Electronic Procurement System (PhilGEPS)***

5. A complete set of Bidding Documents may be acquired by interested Bidders **on 20 November 2024 to 10 December 2024**, from the given address below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos, (Php 10,000.00)* at the LRA Cashier located at the One Stop Shop (OSS). The LRA shall allow the bidder to present its proof of payment for the fees by presenting it in person.
6. The **Land Registration Authority** will hold a Pre-Bid Conference<sup>1</sup> on **November 28, 2024 at 2:00 p.m. , at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City** which shall be open to prospective bidders.
7. Bids must be duly received by the SPBAC Secretariat at the address below on or before **1:00 PM of 10 December 2024 at 4<sup>th</sup> Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City**. 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 **2:00 PM of 10 December 2024 at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City** and/or via *[insert website, application, or technology to be used].* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Land Registration 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:
  - a) **ANTHONY BRANDON JUAN**  
SPBAC Secretariat Assistant Head  
2nd Floor, IMC Building  
Mobile No. 09688587425
  - b) **GRACE-ANN A. LICO**  
SPBAC Secretariat Member  
2nd Floor, IMC Building  
Mobile No. 09951981129


12. For viewing and downloading of Bidding Documents you may visit

<http://notices.philgeps.gov.ph/>

<https://lra.gov.ph/bids-opportunities/>

*Date Issuance of Bidding Documents:*

*November 20, 2024 at Quezon City*

  
**ATTY. SALVALENTE THADDEUS ELIZALDE**  
*Chairperson, LRA Special Bids and Awards Committee*  
*East Avenue corner NIA Road, Diliman, Quezon City*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Land Registration Authority (LRA)* wishes to receive Bids for the *Procurement of One (1) year Subscription of Cloud Computing Services*, with *Project ID No. SPBAC-2024-002*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2024 General Appropriations Act (GAA) R.A. No. 11975 in the amount of **TEN MILLION PESOS (Php 10,000,000.00)**.

a. The source of funding is the **General Appropriations Act of 2024 (Republic Act No. 11975)**.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

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

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

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.

- 5.4. 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 *LRA* will hold a Pre-Bid Conference on *November 28, 2024 at 2:00 p.m., at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City.*

## 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 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: ***Philippine Pesos***.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days (April 9, 2025) or One Hundred Twenty (120) calendar days from 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**.

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



## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. The bidder completed at least one (1) single contract of similar nature amounting to at least fifty percent (50%) of the ABC.</li> <li>b. Completed within <b>Three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	<b><i>Subcontracting is not allowed.</i></b>
12	Not Applicable
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b><i>Two Hundred Thousand Pesos (Php 200,000.00) (2% of ABC]</i></b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><i>Five Hundred Thousand Pesos (Php 500,000.00) (5% of ABC]</i></b> if bid security is in Surety Bond.</li> </ol>
19.3	<p>The project, <b><i>Procurement of One (1) year Subscription of Cloud Computing Services, is with an ABC in the amount of Ten Million Pesos (Php 10,000,000.00) (1 Lot) VAT inclusive.</i></b></p> <p>Any bid with a financial component exceeding the ABC shall not be accepted.</p> <p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.1 of the 2016 Revised IRR of RA No. 9184</p>
20.2	<p>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 Single/Lowest Calculated Bid, the Bidder shall submit ALL of</p>

	<p>the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Photocopy of Single Largest Completed Contract or Purchase Order (Total Amount of ABC of Lots they actually bid)</li> <li>2. The corresponding proof of completion which could either be: <ol style="list-style-type: none"> <li>a. Certificate of Final Acceptance/Completion from the bidder's client; or</li> <li>b. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract</li> </ol> </li> <li>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (eFPS) and other appropriate licenses and permits required by law.</li> <li>4. Mayor's/Business Permit for FY 2024</li> </ol> <p><b>Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder</b></p>
21.2	<i>No Further Instructions</i>

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 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. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <b>Property and Supply Section Lower Ground LRA Building East Ave. cor NIA Road, Diliman, Quezon City</b> In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <b>Property and Supply Section Lower Ground, LRA Building, East Ave. cor NIA Road, Diliman, Quezon City</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <b>Information and Communications Technology Division</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p style="margin-left: 40px;">a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

	<ul style="list-style-type: none"> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p>

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

	<p>Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p><b>Regular and Recurring Services –</b></p> <p>“The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	“The terms of payment shall be as follows: <b><i>Monthly Subscription Billing.</i></b> ”
4	<p><i>The <b>Land Registration Authority (LRA)</b> requires the following tests to ensure the cloud infrastructure's performance and reliability:</i></p> <ol style="list-style-type: none"> <li><i>1. Integration testing with the PPSR system.</i></li> <li><i>2. Load and Stress Testing</i></li> <li><i>3. Disaster Recovery (DR) Environment Testing:</i></li> </ol>

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<i>Procurement of One (1) year Subscription of Cloud Computing Services</i>			<i>The Subscription shall be provided to LRA within ten (10) days upon receipt of Notice to Proceed.</i>

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

Name of Company Bidder

Signature over Printed Name of Representative

Date

# *Section VII. Technical Specifications*

## *Procurement of One (1) year Subscription of Cloud Computing Services*

### **A. Project Background**

The Personal Property Security Act (PPSA), officially known as Republic Act No. 11057, was signed into law by President Rodrigo Roa Duterte on August 17, 2018. The law establishes a centralized electronic registry for recording liens and notices of security interests in personal property, thereby enhancing transparency and efficiency.

The Land Registration Authority (LRA) is tasked with implementing the PPSR system. To meet the evolving demands for scalability, security, and performance, the system will be hosted on a cloud infrastructure, in line with the Philippine Government's Cloud First Policy.

This Terms of Reference (TOR) outlines the requirements and specifications for the procurement of cloud computing services to support the PPSR system.

### **B. Procurement Mode**

This procurement will be governed by Republic Act No. 9184, the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The cloud subscription will be procured under the mode of **Procurement of Goods and Services**.

### **C. Objective**

The primary objective is to secure a cloud-based infrastructure that will host the PPSR system. The infrastructure must be designed to meet the following key requirements:

- **High Availability:** Continuous operation of services even in the event of failures.
- **Scalability:** Ability to scale resources to meet increasing demand.
- **Fault Tolerance:** Redundancy and disaster recovery to ensure business continuity.
- **Security:** Integration of robust security measures to protect sensitive data, and prevention of unauthorized access while ensuring compliance with relevant standards.

- **Performance:** Ability to handle significant traffic loads and maintain responsive, high-speed performance even during peak traffic periods, without degradation in service quality.

## **D. Specifications**

### **D.1. Cloud Infrastructure Overview**

The Service Provider must set up and configure a cloud infrastructure to support the PPSR application, ensuring it meets current and future requirements for scalability, performance, and cost-efficiency. The system must initially support 6,000 concurrent users, with the ability to scale seamlessly to handle 10,000 concurrent users after 12 months. To minimize infrastructure costs, the application server, web server, and API server will be consolidated into a single VM instance for each environment, capable of managing web traffic, application logic, and API requests efficiently. This unified configuration will ensure optimal resource utilization while maintaining high performance.

The consolidated server must be capable of supporting 6,000 concurrent users initially and after 12 months should be scalable to accommodate 10,000 users without compromising performance. It will use high-performance solutions such as Apache Tomcat, NGINX, or equivalent platforms, optimized for concurrent HTTP(S) requests, API calls, and application logic. These technologies must be configured to ensure low latency, high throughput, and compliance with security and availability standards. The database infrastructure must include a primary and a hot-standby secondary database for high availability, with MySQL or PostgreSQL recommended for their reliability, scalability, and consistency with production environments.

The operating system for all server instances must be a robust and cost-effective Linux distribution, such as Ubuntu Server, CentOS, or an equivalent, ensuring stability, compatibility, and cost-efficiency.

### **D.2. Environment Breakdown**

The infrastructure will consist of four primary environments, each designed for specific purposes, with resource management strategies tailored to their functions. The primary deployment should be located in a region that offers cost efficiency and optimal network performance to ensure fast connection speeds. A secondary region will serve as the disaster recovery site for the Production Environment. The Staging, User Acceptance Testing (UAT), and Development environments will not have secondary regions to optimize costs and will run lower versions of the production environment to further reduce expenses.

- **Production Environment**
  - Purpose: Supports a public-facing system, ensuring continuous operation and availability to meet user demand.

- Availability: 24/7 operation with high availability, even in the event of system failures.
- Secondary Region: A disaster recovery region with active replication and failover mechanisms to ensure business continuity. The disaster recovery site will mirror the production environment and will be activated only when the number of concurrent users reaches the system's maximum users or if there is a failure at the primary site. This ensures seamless service continuity during peak demand or emergencies.
- **Staging Environment**
  - Purpose: A pre-production testing environment for validating new features, updates, and configurations.
  - Availability: Operates only during testing phases. Will be scaled down or decommissioned when not in use.
  - Secondary Region: No secondary region, as it is a non-production environment. The environment will run a lower version of the production environment to reduce costs.
- **User Acceptance Testing (UAT) Environment**
  - Purpose: Used for testing and validating system changes before final production deployment.
  - Availability: Active during testing periods, scaled down or decommissioned when not in use.
  - Secondary Region: No secondary region, as UAT does not require high availability or disaster recovery. The environment will run a lower version of the production environment to optimize costs.
- **Development Environment**
  - Purpose: Provides space for developers to build, test, and debug features.
  - Availability: Resources dynamically scale based on usage, and can be deallocated when not in use.
  - Secondary Region: No secondary region, as it is a non-production environment. The environment will run a lower version of the production environment to minimize costs.



# Technical Specifications

Item	Specification	Statement of Compliance
	<p>1. Initial Deployment &amp; Scalability</p> <ul style="list-style-type: none"> <li>● Must Have infrastructure capable of supporting 6,000 concurrent users initially, with optimal VM size and resource allocation.</li> <li>● Must Have the ability to scale infrastructure to support up to 12,000 concurrent users after 12 months, ensuring no degradation in performance or reliability.               <ul style="list-style-type: none"> <li>○ Must Have auto-scaling functionality for resources (VMs, storage) to dynamically accommodate growing traffic.</li> <li>○ Must Have a scalable architecture with a clear breakdown of components and estimated costs for scaling.</li> </ul> </li> </ul> <p>2. Virtual Machine Specifications</p> <ul style="list-style-type: none"> <li>● Must Have application/web/API servers consolidated into a single VM for cost efficiency:               <ul style="list-style-type: none"> <li>○ VM Type: General-purpose instances (e.g., t3.medium, m5.large) optimized for handling high concurrent connections.</li> <li>○ Must Have sufficient vCPUs and RAM per application server.</li> <li>○ Must Have SSD or HDD storage with adequate I/O performance.</li> </ul> </li> <li>● Must Have database server setup with two databases:               <ul style="list-style-type: none"> <li>○ Primary Database VM: A dedicated instance with sufficient vCPUs, RAM, and SSD storage.</li> <li>○ Must Have Secondary Database VM: Identical configuration with replication enabled for failover.</li> </ul> </li> </ul> <p>3. Network Configuration</p> <ul style="list-style-type: none"> <li>● Must Have a Virtual Private Cloud (VPC) configured with:               <ul style="list-style-type: none"> <li>○ Private IPs for all internal servers.</li> <li>○ Public IP for external-facing endpoints.</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>○ Secure VPN setup for internal communication and access to storage (e.g., S3).</li> <li>● Must Have a Load Balancer to efficiently distribute traffic and ensure high availability.</li> <li>● Must Have Content Delivery Network (CDN) for optimal content delivery and low latency.</li> <li>● Must Have a NAT Gateway to provide internet access for instances in private subnets, while securing the internal network and reducing public IP exposure.</li> <li>● Elastic Network Scaling: The system must be configured for elastic bandwidth, where network resources automatically adjust based on traffic demands. This ensures that network performance remains stable even as user load fluctuates or as traffic is rerouted between the primary and DR regions.</li> </ul> <p>4. Database &amp; Storage Configuration</p> <ul style="list-style-type: none"> <li>● Must Have a Primary &amp; Secondary Database Setup: <ul style="list-style-type: none"> <li>○ Primary Database: Main data store with active replication to secondary.</li> <li>○ Must Have a Secondary Database for disaster recovery, operating only if the primary is unavailable, with continuous replication.</li> </ul> </li> <li>● Must Have automated Backup &amp; Recovery solutions with cost-effective cold storage options for long-term data retention.</li> </ul> <p>5. Cross-Region &amp; Data Transfer Costs</p> <ul style="list-style-type: none"> <li>● Must Have support for high availability in the Primary Region with at least two availability zones.</li> <li>● Must Have a Secondary Region for disaster recovery with automatic failover capability, and replication between regions. <ul style="list-style-type: none"> <li>○ Must Have cost-efficient cross-region data transfer options.</li> </ul> </li> </ul> <p>6. Data Transfer (Ingress &amp; Egress)</p> <ul style="list-style-type: none"> <li>● Must Have Ingress data transfer at no additional cost, following industry-standard practices.</li> </ul>	
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	<ul style="list-style-type: none"> <li>● Must Have minimized Egress data transfer costs, especially for inter-region failover or backup scenarios.</li> </ul> <p>7. Cost Management &amp; Optimization</p> <ul style="list-style-type: none"> <li>● Must Have a Pay-As-You-Go model to minimize upfront costs and scale based on actual usage.</li> <li>● Must Have VM Sizing &amp; Auto-Scaling features that adjust resource allocations based on demand to avoid over-provisioning.</li> <li>● Must Have cost-efficient Storage Optimization through lifecycle policies for cloud storage, moving to cheaper tiers (e.g., Glacier) as necessary.</li> </ul> <p>8. Security &amp; Compliance</p> <ul style="list-style-type: none"> <li>● Must Have compliance with local and international data protection standards (e.g., GDPR, ISO 27001).</li> <li>● Must Have configurable Firewall &amp; Security Groups to ensure isolation and control of environments.</li> <li>● Must Have a Web Application Firewall (WAF) to protect against common security vulnerabilities.</li> </ul> <p>9. High Availability &amp; Disaster Recovery</p> <ul style="list-style-type: none"> <li>● Must Have high availability for the production environment across multiple availability zones.</li> <li>● Must Have a Disaster Recovery (DR) solution with automatic failover between primary and secondary regions, using continuous database replication.</li> </ul> <p>10. Monitoring and Alerts</p> <ul style="list-style-type: none"> <li>● Must Have real-time monitoring tools to track the performance, availability, and health of infrastructure components: <ul style="list-style-type: none"> <li>○ Must Have monitoring for CPU, memory, storage, and network bandwidth.</li> <li>○ Must Have database monitoring (e.g., query performance, replication health).</li> </ul> </li> <li>● Must Have Automated Alerts based on configurable thresholds for: <ul style="list-style-type: none"> <li>○ High resource usage (e.g., CPU, RAM).</li> <li>○ Low disk space or critical storage issues.</li> </ul> </li> </ul>	
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	<ul style="list-style-type: none"> <li>○ Failed health checks on VMs, databases, or services.</li> <li>○ Must Have threshold-based auto-scaling triggers.</li> <li>● Must Have a centralized dashboard for monitoring and alerts to allow efficient issue identification and resolution.</li> </ul> <p>11. CI/CD Integration</p> <ul style="list-style-type: none"> <li>● Must Have support for CI/CD tools or seamless integration with platforms like Jenkins, GitLab, GitHub Actions, or Azure DevOps to: <ul style="list-style-type: none"> <li>○ Must Have automated code deployment to all environments (e.g., Production, Staging, UAT, Development).</li> <li>○ Must Have automated testing and continuous integration before deployment to production.</li> <li>○ Must Have rollback strategies for failed deployments.</li> </ul> </li> <li>● Must Have integration with version control systems (e.g., GitHub, GitLab, Bitbucket) for automated triggering of builds and deployments.</li> </ul> <p>12. Automated Provisioning</p> <ul style="list-style-type: none"> <li>● Must Have support for Infrastructure as Code (IaC) using tools like Terraform, CloudFormation, or Azure Resource Manager for: <ul style="list-style-type: none"> <li>○ Must Have automated provisioning of cloud resources (VMs, databases, networks, storage).</li> <li>○ Must Have version-controlled infrastructure for tracking changes and managing deployments.</li> <li>○ Must Have repeatable deployments across environments (e.g., Production, UAT, Staging, Development).</li> </ul> </li> <li>● Must Have Automated Setup for the entire cloud environment, including VPC, VPN, instances, storage, security groups, etc., to reduce manual configuration and errors.</li> <li>● Must Have automated resource provisioning, scaling, and shutdown during off-peak periods to optimize costs.</li> </ul>	
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	<p>13. Final Considerations</p> <ul style="list-style-type: none"> <li>• Must Have flexibility to scale resources during peak usage periods without significant cost increases.</li> <li>• Must Have transparent cost breakdowns for all resources, including compute, storage, networking, and data transfer.</li> <li>• Must Have clear Service-Level Agreements (SLAs) for uptime, recovery, and support response times.</li> </ul>	
	<p><b>Data Sovereignty</b></p>	
	<ul style="list-style-type: none"> <li>• <b>Data Control and Ownership</b> The LRA retains full control and ownership of all data stored, processed, or generated during the subscription period, in strict accordance with the Data Privacy Act of 2012 (Republic Act No. 10173) and any other relevant data residency and sovereignty laws of the Republic of the Philippines. The service provider acknowledges that all data remains the exclusive property of the LRA during the subscription period and beyond.</li> <li>• <b>Data Retrieval and Management</b> All PPSR Data stored in the cloud is the sole property of the LRA. The LRA has the exclusive right to retrieve, copy, move, delete, or transfer its data to any location at its discretion, without any restrictions. The service provider must ensure that the data is readily accessible and can be securely retrieved in a machine-readable format at all times during the subscription period, in compliance with LRA's requests.</li> <li>• <b>Data Residency and Location</b> The service provider agrees that all data will be stored in the agreed-upon geographic region and data centers. Data shall not be transferred, replicated, or moved to other regions, countries, or locations without the express written consent of the LRA. Any transfer or movement of data must comply with the Data Privacy Act and other applicable data residency requirements under Philippine law.</li> </ul>	

- **Data Sovereignty, Data Residency, and Data Privacy Compliance**

The service provider must comply with the Philippine Government's Cloud First Policy and Data Sovereignty Guidelines as set out in the relevant laws and regulations. This includes the following requirements:

- All data created, collected, organized, modified, retrieved, used, consolidated, or owned by the Philippine Government, its agencies, instrumentalities, or any entity linked to the Philippines, which is stored in the cloud, shall be governed by Philippine laws and regulations, regardless of where the data is physically located.
- The service provider, and any other entities involved in storing, processing, or transmitting such data, shall adhere to all applicable Philippine laws, policies, and regulations related to data sovereignty, confidentiality, and privacy, including RA 10844, RA 10173, RA 10175, and their respective implementing rules and regulations.
- Except as specifically permitted under Philippine law, no data shall be subject to foreign laws or be accessible to foreign entities, regardless of the cloud deployment model, the nationality of the service provider, or the data's location.
- The Service Provider shall comply with the Philippine Cloud First Policy on Data Residency, particularly regarding the handling of Sensitive Government Data as defined in Section 12.2, item "a" of the Department of Information and Communications Technology (DICT) Department Circular No. 010 (Amendments to the Prescribed Philippine Government's Cloud First Policy).
- As a general rule, no residency restrictions shall apply to government data stored or processed in the cloud, provided that appropriate security controls and measures are in place. However, sensitive government data must be stored or processed within:

	<ul style="list-style-type: none"> <li>■ Philippine territory, or</li> <li>■ Territories where the Philippines exercises sovereignty or jurisdiction.</li> </ul> <ul style="list-style-type: none"> <li>● <b>Compliance with the Data Privacy Act</b> The Service Provider shall fully comply with Republic Act No. 10173, also known as the Data Privacy Act of 2012, including its rules and regulations, ensuring that all data is processed securely, confidentially, and in full compliance with Philippine privacy laws.</li> <li>● <b>Account Ownership and Access Rights</b> The account ownership and related services shall be held by LRA Administration. Access rights may be granted to third-party vendors, as necessary for the execution of services related to this project. However, LRA reserves the right to revoke access rights from any third-party vendor at any time, including from the root account, to maintain control and security over its data.</li> </ul>	
	<p><b>Data Interoperability</b></p>	
	<p><b>Interoperability Requirements</b> The cloud infrastructure must support industry-standard protocols, such as REST APIs, SOAP, and other widely recognized formats, to ensure seamless integration between the PPSR system and other government systems or third-party services. The system must be capable of handling real-time data exchange, enabling smooth communication and functionality across multiple platforms.</p> <p><b>Data Integration and Compatibility</b> The Service Provider must ensure that the cloud infrastructure is interoperable with existing and future data sources, applications, and cloud platforms used by LRA or other government agencies. This includes enabling secure data transfer, efficient API calls, and compatibility with other cloud environments. The infrastructure should support both synchronous and asynchronous communication methods to facilitate smooth data processing and integration across platforms.</p>	

	<p><b>Real-Time Processing and Data Synchronization</b></p> <p>The system must be designed to handle real-time data processing and synchronization with other systems, ensuring that data can be exchanged without delays and maintaining consistency across platforms. The service provider must ensure that any data updates or modifications are immediately reflected across all integrated systems in a secure manner.</p>	
	<p><b>Qualifications of the Service Provider</b></p>	
	<ul style="list-style-type: none"> <li>• The bidder must have completed, within the last three years from the submission date and receipt of at least one (1) single contract of a similar nature amounting to at least fifty percent (50%) of the ABC. The definition of a similar contract is the provision of a cloud infrastructure and migration services.</li> <li>• The service provider must have proof of the necessary eligibility, experience, and expertise in providing the service, with the following credentials: <ul style="list-style-type: none"> <li>○ The prospective service provider must be at least three (3) years as an authorized reseller of the cloud computing platform for public sector clients, as attested through a signed manufacturer's certification. A signed certification from the cloud service provider (CSP) address to LRA must be issue to the bidder by the CSP.</li> <li>○ The Supplier must have satisfactorily completed at least (5) projects similar to the proposed cloud solution.</li> <li>○ The Supplier must demonstrate proven experience in delivering cloud-based solutions specifically tailored to the needs of government agencies involved in personal property or land management</li> <li>○ The Supplier must demonstrate proven experience in successfully completing projects involving the creation of cloud infrastructure and data migration for the following types of systems:</li> </ul> </li> </ul>	



	<ul style="list-style-type: none"> <li>■ Administrative System - Systems supporting organizational management functions, including HR, finance, and resource planning.</li> <li>■ Operational Systems - Systems that manage core operational workflows and processes critical to business or service delivery.</li> <li>■ GIS Based Systems - Geographic Information Systems (GIS) used for spatial data analysis and mapping</li> <li>■ The prospective service provider must have at least one (1) Project Manager with at least a Project Management Professional (PMP) Certification</li> <li>■ The Supplier must have a Certified Project Manager Professional with Scrum Master certification</li> <li>■ The supplier must have at least three (3) Security Operations Specialist with relevant experience</li> <li>■ The supplier must have at least three (3) Certified Public Cloud Solutions Architect, at least two (2) of which are knowledgeable in multi-cloud</li> <li>■ The Supplier must have a Certified Data Protection Officer who is an active member of the NADPOP.</li> </ul>	
	<p><b>Delivery</b></p>	
	<ul style="list-style-type: none"> <li>● The subscription shall be provided to LRA within ten (10) days of receiving the NTP.</li> <li>● The service provider shall ensure that the requirements outlined by LRA in the Terms of Reference are correctly provisioned and configured.</li> </ul>	

	<ul style="list-style-type: none"> <li>• The winning bidder must provide As-Built documentation or manual, including testing results.</li> </ul>	
	<p><b>Warranty/ Product Support Requirement</b></p>	
	<ul style="list-style-type: none"> <li>• The Service provider should provide notarized undertaking that it will provide the warranty/after sale support requirement, as follows:</li> <li>• Provide one (1) year of standard support services.</li> <li>• For technical assistance, the contact person would be designated by the subscription provider and support through email/online/phone or the entire subscription duration with complete end-to-end customer management such as value-added services, provisioning, management, billing, and technical support from the service provider. The contact person may be required to visit LRA if deemed necessary.</li> <li>• The winning bidder must provide twenty four (24) hours x seven (7) days technical support through unlimited phone, email, remote, and chat.</li> <li>• Must have a high priority level for the Cloud Provider Technical Support available twenty four (24) hours x seven (7) days with unlimited phone, email, remote, and chat assistance.</li> <li>• The winning bidder will provide technical support covering the following but not limited to: <ul style="list-style-type: none"> <li>○ Online incident submission</li> <li>○ Less than 4 hours response time upon receipt of the request from LRA</li> <li>○ Consulting services on related support and services,</li> <li>○ Furnish LRA the monthly data usage/consumption report.</li> </ul> </li> </ul>	
	<p><b>Knowledge Transfer</b></p>	
	<ul style="list-style-type: none"> <li>• The Supplier shall provide Administration training for the proposed cloud solution for 25 participants of ICTD.</li> </ul>	

	<ul style="list-style-type: none"> <li>○ The training shall be conducted face-to-face, led by a Certified Cloud Engineer/Trainer. If a Certified Cloud Engineer/Trainer is unavailable locally, online/virtual training shall be allowed, provided learning tools and materials shall be accessible/provided to the participants.</li> <li>○ The knowledge transfer and training for end users (ICTD) should be within the 10-day delivery period.</li> </ul>	
	<b>Commitment to Delivering Optimal Solutions</b>	
	<ul style="list-style-type: none"> <li>● In case there are specifications and functionalities not stated in the terms of reference, the service provider will strive to deliver the best possible solutions that will benefit the agency, aligning with its objectives and operational requirements.</li> </ul>	
	<b>Applicable provisions</b>	
	Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) shall form part of the Terms of Reference.	

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

Name of Company Bidder

Signature over Printed Name of Representative

Date

The Service Provider should be evaluated and selected based on their ability to deliver a secure, scalable, and cost-effective cloud infrastructure solution that meets the current and future needs of the PPSR application. The selected provider should:

1. Implement a Cloud Infrastructure with built-in scalability, security, monitoring, and alerting systems to ensure the system can handle expected and future demands.
2. Enable Seamless Failover and Failback between the primary and disaster recovery (DR) environments to ensure high availability and business continuity.
3. Ensure Operational Efficiency by optimizing resource utilization, minimizing costs, and providing low-latency access for end users.

The Service Provider should use the following baseline data to prepare their technical proposal:

<b>Baseline data</b>	
Projected Number of Transactions per year	500,000
Concurrent users	6,000
Projected Concurrent users	12,000 after 12 months
<b>Maximum File size upload per transaction (75 MB)</b>	

The Service Provider will be evaluated based on the following criteria:

**1. Cost Efficiency**

- The Service Provider must provide a detailed cost breakdown based on the baseline data, covering:
  - Initial Setup of environments and Ongoing Operations for 12 months, which includes:
    - Virtual Machines (VMs)
    - Storage
    - Bandwidth
    - Security appliances and services
    - Monitoring and alerting tools

- CI/CD tools
  - and others
- Data Transfer Costs:
  - Include ingress (incoming data) and egress (outgoing data) costs, based on projected transactions and user uploads.
- Scaling Costs:
  - Provide cost implications for scaling the infrastructure to 10,000 concurrent users after 12 months. This should include scaling for CPU, RAM, storage, and the number of VMs required.

## **2. Scalability**

- The Service Provider must outline their Infrastructure Scaling Strategies, including:
  - Compute Scalability: How will the system scale in terms of CPU, RAM, and the number of Virtual Machines (VMs) required to support increasing load?
  - Database Scalability: What strategies will be employed to scale the database and data storage to accommodate future demands?
  - Cost of Scaling: Provide estimates for the additional costs associated with scaling to 10,000 concurrent users, including VMs, storage, networking, and databases.
  - Provide the cost scaling cost

## **3. Security Measures**

- Provide architectural design detailing the listed below
  - a. Virtual Private Cloud (VPC).
  - b. Web Application Firewall (WAF).
  - c. Load Balancers.
  - d. IP Management.
  - e. NAT Gateway: For direct communication with the bank payment system.
  - f. VPN Solutions: For secure direct connections with servers and storage.

## **4. Regional Availability**

- Select a cloud region that offers cost efficiency and optimal network performance to support the initial 6,000 concurrent users, with the capacity to scale to 10,000 concurrent users after 12 months.

## **5. Monitoring and Alerts**

- The Service Provider must offer real-time monitoring and alerting solutions to ensure the health, performance, and security of the infrastructure. These tools must integrate with Continuous Integration/Continuous Deployment (CI/CD) pipelines to support seamless updates and deployments.
  - i. Monitoring Tools: Provide detailed monitoring for:
    - ii. System performance (CPU, memory, disk usage)
    - iii. Network traffic
    - iv. Database performance

- v. Security logs (intrusions, attacks, etc.)
- vi. Alerting System: Alerts should notify administrators of:
- vii. System performance degradation
- viii. Security threats or breaches
- ix. Resource usage thresholds (e.g., CPU, memory, storage)
- x. Proof of Compliance: The Service Provider should provide proof of compliance with relevant security and data privacy standards, such as:
- xi. ISO 27001
- xii. SOC 2
- xiii. GDPR
- xiv. In addition, a Service Level Agreement (SLA) should be provided that guarantees availability, failover, and support response times.

## **6. Service Reliability**

- The Service Provider must demonstrate a proven track record with relevant credentials:
- **Completed Projects:**
  - Must have completed at least one (1) contract of a similar nature within the past three years, with a value amounting to at least 50% of the Approved Budget for the Contract (ABC).
  - A similar contract is defined as the provision of a cloud platform.
- **Eligibility and Expertise:**
  - Provide evidence of necessary eligibility, experience, and expertise in delivering similar services.

## **7. Vendor Support**

- The Service Provider should offer high-quality technical support, with:
  - Documentation to help the team manage the infrastructure.
  - Clear response times for different levels of issues (critical, high, medium, low).
  - 24/7 support for mission-critical systems, especially during peak hours.

## **8. Technical Proposal**

- The Service Provider must submit a detailed technical proposal that includes:
  - Cloud Infrastructure Design: Provide architecture diagrams that represent the proposed infrastructure.
  - Resource Specifications: Details of all resources, appliances, and services to be used (e.g., VMs, storage, load balancers).
  - Scalability Strategy: A detailed plan for scaling the infrastructure to support 10,000 concurrent users after 12 months, including VM scaling, database scaling, and load balancing.

## 9. Implementation Plan

- Provide a timeline for deploying the proposed infrastructure, including testing and handover, within 10 days.

### Evaluation Criteria

<b>Criteria</b>	<b>Weight</b>	<b>Description</b>
Cost Efficiency	30%	Pls. Refer to Item 1 criteria
Scalability	20%	Pls. Refer to Item 2 criteria
Security Measures	15%	Pls. Refer to Item 3 criteria
Regional Availability	10%	Pls. Refer to Item 4 criteria
Monitoring & Alerts	5%	Pls. Refer to Item 5 criteria
Service Reliability	5%	Pls. Refer to Item 6 criteria
Vendor Support	5%	Pls. Refer to Item 7 criteria
Technical Proposal	5%	Pls. Refer to Item 8 criteria

Implementation Plan	5%	Pls. Refer to Item 9 criteria
<b>TOTAL</b>	<b>100%</b>	



***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; **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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (k) *[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.

- (l) 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]*

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### 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 **1-Year Subscription of Cloud Computing Service** in conformity with the said PBDs for the sum of **TEN MILLION PESOS ONLY (PHP 10,000,000.00)**, inclusive of VAT 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
---------------------------	--

_____	_____
_____	_____
_____	_____

*(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: \_\_\_\_\_



# BID PROPOSAL FORM

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

<b>Lot No.</b>	<b>Description</b>	<b>Quantity (a)</b>	<b>Unit Cost (VAT Inclusive) (b)</b>	<b>Total Cost (VAT Inclusive) (a x b)</b>
1	1-Year Subscription of Cloud Computing Services			

**Certified Correct:**

\_\_\_\_\_  
Name and Signature of Bidder/Representative



## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Name of Supplier]*

*[Insert Procuring Entity]*

### **Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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]**

**Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]  
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 0. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 0. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - 1. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - 1. Procuring Entity has no claims filed against the contract awardee;
    - 2. It has no claims for labor and materials filed against the contractor; and
    - 3. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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]*

