

PHILIPPINE BIDDING DOCUMENTS



Subscription to Public Cloud Services for the Insurance Commission

Government of the Republic of the
Philippines
Insurance Commission

Project Reference Number: 2024 - 09 - 242

**Sixth Edition
31 October 2024**

Preface

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

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

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

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

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.

IC – Insurance Commission.

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



INVITATION TO BID

SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION (PROJECT REFERENCE No. 2024 – 09 – 242)

1. The **Insurance Commission**, through the **Government of the Philippines (GOP)** under **2024 Special Account in the General Fund 151** intends to apply the sum of **Twelve Million Pesos (Php12,000,000.00)**, inclusive of **12% VAT**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Subscription to Public Cloud Services for the Insurance Commission/Project Reference No. 2024-09-242**. Bids received in excess of the ABC per lot, and late bids shall be automatically rejected at bid opening
2. The Insurance Commission (IC), through its Bids and Awards Committee, now invites bids for the **Subscription to Public Cloud Services for the Insurance Commission**. Delivery of the Goods is required as indicated in the **Bid Data Sheet**. Bidders should have completed, **within five (5) years from the date of submission and receipt of bids, a contract similar to the Project**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. 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 5183.
4. Prospective Bidders may obtain further information from the IC-BAC Secretariat at Telephone No. 8523-8461 local 104 and inspect the Bidding Documents at the address given below from **9:00 A.M. to 4:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **31 October 2024** from the given address and the IC website (<https://www.insurance.gov.ph/public-bidding/>) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (Php25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

Moreover starting **31 October 2024**, the Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the IC website (<https://www.insurance.gov.ph/public-bidding/>), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The **Insurance Commission** will hold a **Pre-Bid Conference** on **08 November 2024, 11:00 AM** at the **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila**, which shall be open to prospective bidders.

Interested bidders may send their request to participate in the Pre-Bid Conference through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph. The procuring entity shall only accept a **maximum of two (2) company representatives** for the Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **20 November 2024, 12:00 NN**. 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 **20 November 2024, 1:30 PM** at the **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

Interested bidders may send their request to participate in the Bid Opening through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph. The procuring entity shall only accept a **maximum of two (2) company representatives** for the Bid Opening.

10. Each Bidder shall submit one (1) original and three (3) copies of the First and second components of its bids. Three-envelope system. In addition, bidders are required to include a soft copy in the original bid submission. Kindly refer to **Section II, item 15**.
11. The **Insurance Commission** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MR. ARTURO S. TRINIDAD II

BAC Chairperson

Insurance Commission

1071 United Nations Avenue, Ermita, Manila

8523-8461 local 107

Email address : bacsec@insurance.gov.ph

You may visit the following websites:

For downloading of Bidding Documents:

<https://www.insurance.gov.ph/public-bidding/>

ARTURO S. TRINIDAD II

BAC Chairperson

31 October 2024

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **INSURANCE COMMISSION** wishes to receive Bids for the **Subscription to Public Cloud Services for the Insurance Commission**, with identification number **Project Reference No. 2024-09-242**.

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 **2024 Special Account in the General Fund (SAGF) 151** in the amount of **Twelve Million Pesos (Php12,000,000.00), inclusive of 12% VAT**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within five (5) years from the date of submission and receipt of bids, a contract similar to the Project** 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 **ITB** 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 **Section VII (Technical Specifications)**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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**.

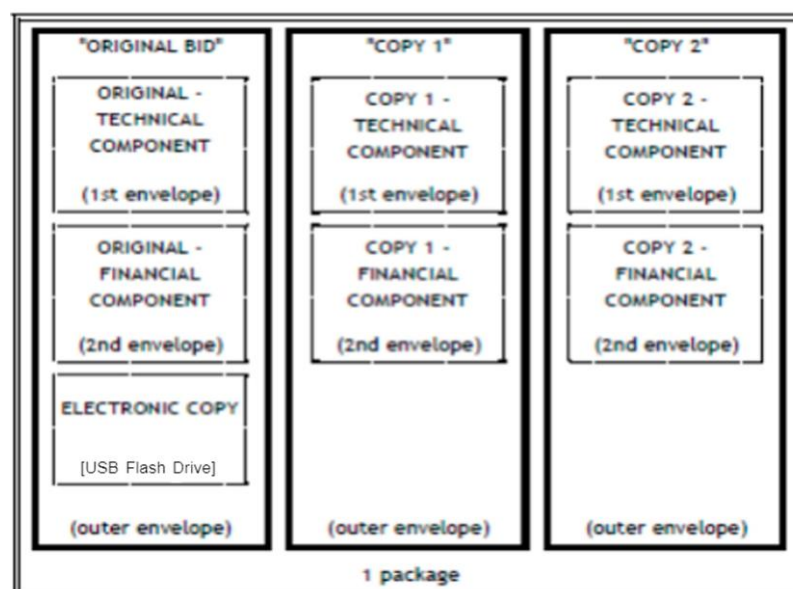
14.2. The Bid and bid security shall be valid until **20 March 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

Each Bidder shall submit one (1) original and two (2) copies of the technical and financial components of its bid as illustrated below:



In addition, all documents comprising the Technical and Financial Components shall be electronically scanned and recorded in a USB flash drive [USB Flash

Drive]. This USB Flash Drive shall be marked as “ELECTRONIC COPY” and shall be put inside the sealed envelope labelled “ORIGINAL BID”.

All submissions must be contained and sealed in one (1) package.

Each sealed Bid shall be labelled as follows:

<HEADER/LABEL>	
ATTENTION:	THE BAC CHAIRPERSON INSURANCE COMMISSION 1071 United Nations Avenue, Ermita Manila, 1000
NAME OF PROJECT:	Project Name
PROJECT REFERENCE NO.:	Project Reference Number
DATE AND TIME OF BID OPENING:	Date and Time
BIDDER'S NAME:	Company Name
BIDDER'S ADDRESS:	Company Address
<i>DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING</i>	

<HEADER/LABEL> shall be:

1. **“ORIGINAL BID PLUS TWO COPIES INSIDE”** – for the bid package
2. **“ORIGINAL BID”** – for the 1st outer envelope
 1. **“ORIGINAL - TECHNICAL COMPONENT”** – for the 1st envelope inside the 1st outer envelope
 2. **“ORIGINAL - FINANCIAL COMPONENT”** – for the 2nd envelope inside the 1st outer envelope
 3. **“ELECTRONIC COPY”** – USB Flash Drive containing the electronic copy of both Technical and Financial Component
3. **“COPY 1”** – for the 2nd outer envelope
 - a. **“COPY 1 - TECHNICAL COMPONENT”** – for the 1st envelope inside the 2nd outer envelope
 - b. **“COPY 1- FINANCIAL COMPONENT”** – for the 2nd envelope inside the 2nd outer envelope
4. **“COPY 2”** – for the 3rd outer envelope
 - a. **“COPY 2 - TECHNICAL COMPONENT”** – for the 1st envelope inside the 3rd outer envelope
 - b. **“COPY 2- FINANCIAL COMPONENT”** – for the 2nd envelope inside the 3rd outer envelope

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is

corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause														
5.3	For this purpose, contracts similar to the Project shall be: a. Subscription to Public Cloud Services b. The Bidder must have completed a single contract that is similar to this Project equivalent to at least fifty percent 50% of the ABC c. Completed within five (5) years prior to the deadline for the submission and receipt of bids.													
7.1	Subcontracting is not allowed													
12	The price of the Goods shall be quoted DDP <i>1071 United Nations, Ermita Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.													
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <table border="1"><thead><tr><th>Approved Budget for the Contract (P)</th><th>Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</th><th>Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th><th>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th></tr></thead><tbody><tr><td>Subscription to Public Cloud Services for the Insurance Commission</td><td>240,000.00</td><td>600,000.00</td><td>No required amount</td></tr></tbody></table> If the Bid Security is in the form of cashier's/manager's check, the payee shall be "INSURANCE COMMISSION" .				Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	Subscription to Public Cloud Services for the Insurance Commission	240,000.00	600,000.00	No required amount		
Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)											
Subscription to Public Cloud Services for the Insurance Commission	240,000.00	600,000.00	No required amount											
19.3	The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder: <table border="1"><thead><tr><th>Lot No.</th><th colspan="2">Quantity</th><th>Item/Description</th><th>Approved Budget for the Contract</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>lot</td><td>Subscription to Public Cloud Services for the Insurance Commission</td><td>Php12,000,000.00</td></tr></tbody></table>				Lot No.	Quantity		Item/Description	Approved Budget for the Contract	1	1	lot	Subscription to Public Cloud Services for the Insurance Commission	Php12,000,000.00
Lot No.	Quantity		Item/Description	Approved Budget for the Contract										
1	1	lot	Subscription to Public Cloud Services for the Insurance Commission	Php12,000,000.00										
20.2	For purposes of Post-qualification the following document(s) shall be required: 1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following: a. 2023 Income Tax Return with proof of payment; AND b. VAT Returns or Percentage Tax Returns with proof of payment covering the months from April 2024 to September 2024.													

	<p>2. Photocopy/ies of Contract/s or Purchase Order/s of one of the following:</p> <ul style="list-style-type: none"> a. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR b. At least two (2) similar contracts: <ul style="list-style-type: none"> i. the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC; AND ii. the largest of these similar contracts must be equivalent to at least twenty-five percent of the percentage of the ABC as required above (i.e., twenty-five percent [25%]). <p>3. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable.</p> <p><i>In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "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 or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate. Bidders must submit a list and attachment of verifiable proofs/Evidence for the bidder's compliance such as but not limited to Certifications, Licenses and/or other required documents</i></p> <p>4. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), in the event that the PhilGEPS Certificate and the annexes submitted during Opening of Bids is not updated.</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents, must be certified by the authorized representative to be true copy/ies from the original.</i></p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>The Project Site is:</p> <p>INSURANCE COMMISSION 1071 United Nations Avenue Ermita, Manila</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to this Contract are DDP delivered <i>[indicate place of destination]</i> 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 <i>[indicate place of destination]</i>. 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 <u>ENGR. JASON M. AMPOLOQUIO</u>.</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<ul style="list-style-type: none"> 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. f. 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.
2.2	<p>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>The terms of payment for the service shall be on a fixed monthly rate, VAT inclusive, starting on the acceptance date.</p>
4	<p>The inspections and tests that will be conducted by the:</p> <ul style="list-style-type: none"> 1. Inspection conducted by the Internal Control Unit of the Procuring Entity; and 2. IS Personnel of the Insurance Commission
5.1	<p><i>A warranty retention equivalent to at least 1% of the total monthly billing shall be required for a period of three (3) months.</i></p>

Section VI. Schedule of Requirements

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

1. The delivery schedule shall be as indicated below:

Project Milestone	Description of the Project	Qty	U/M	Delivered, Weeks/Months
1	Subscription to Cloud Public Services for the Insurance Commission	1	lot	Within one hundred twenty days (120) calendar days from receipt of Notice to Proceed

2. **Service Level Agreement/Warranty Certificate**

The winning bidder must submit implementation Schedule indicating the required activities and the date of implementation, Sales/Service Invoice, and Service Level Agreement (SLA)/Warranty Certificate.

3. **Acceptance**

Acceptance shall be issued upon compliance of the foregoing. All deliverables mentioned above shall be checked by IC and complied by the winning bidder before the final acceptance and turnover of the project.

4. **Liquidated Damages**

- i. Liquidated Damages will be imposed if the delivery of the required documents and/or any deliverables will not be accomplished by the winning bidder after thirty (30) days upon receipt of the Notice to Proceed.
- ii. The applicable rate for the liquidated damages is one tenth (1/10) of one (1) percent of the total bid price of the winning bidder for every day of delay.

5. **Payment Terms**

Payment shall be made per project milestone after issuance of Certificate of Final Acceptance by the Procuring Entity subject to the submission of complete supporting documents:

Project Milestone	Description	Activities	Delivered, Weeks/Months	% Payment of Contract Price
1	Pre-Implementation	<ul style="list-style-type: none"> • Data gathering and assessment • Preparation of pre-requisites • Final detailed Implementation plan • Roles and Responsibilities Definition 	Within Thirty (30) Calendar Days from receipt of Notice to Proceed	10%
2	Project Implementation	<ul style="list-style-type: none"> • Installation, Set-up and Configuration of Cloud Infrastructure and Services • Activation of account • Server Migration • DNS Propagation 	Within Thirty (30) Calendar Days from completion of Project Milestone 1	30%
3	Testing and Monitoring	<ul style="list-style-type: none"> • Joint testing (IC and Cloud Service Provider) 	Within Thirty (30) Calendar Days from completion of Project Milestone 2	20%
4	Training and Knowledge Transfer	<ul style="list-style-type: none"> • Conduct of Training and Knowledge Transfer 	Within Thirty (30) Calendar Days from completion of Project Milestone 3	20%
5	Maintenance and Support (Operations)	<ul style="list-style-type: none"> • Daily support and maintenance • User Acceptance/Sign-off 	Before issuance of Certificate of Final Acceptance	20%

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Section VII. Technical Specifications

Insurance Commission

Technical Specifications

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION	QTY	U/M			
		1	LOT			
I	OBJECTIVE					
	a) To address and mitigate risks to the IC's systems, database, network and business information assets.					
	b) To improve the security infrastructure (Network, Hardware, and Applications) of the Commission by creating and implementing an Information Security Governance Framework. The system shall create a warm backup/standby replica of all IC Information Systems in case of disaster or downtime. The system includes subscription of server and server space, storage, network infra and manpower expertise. The system will ensure continuity of IC operations in case of planned or unplanned events that would render its Data Center inoperable.					
II	PROJECT SCOPE					
	The Cloud Service Provider (CSP) is responsible for providing cloud hosting subscription with the following specifications to ensure a round-the-clock service. The CSP shall provide an equivalent specifications to the requirements:					
Insurance Commission						
EC2	REGION	Instance Type	High Availability	Storage in GB	OS Image	Auto Scaling
IC- Website	Asia Pacific	t3.large (2 vCPU, 8 GB RAM)	Blue-Green	100 GB General Purpose SSD (gp2) EFS - 30 GB	CIS Debian Linux 10 Benchmark - Level 1	Min of 1 Max of 3
IC- eACS	Asia Pacific	t3.large (2 vCPU, 8 GB RAM)	Blue-Green	100 GB General Purpose SSD (gp2) S3-Encrypted - 5TB	CIS Debian Linux 10 Benchmark - Level 1	Min of 2 Max of 4
IC- ACE	Asia Pacific	t3.xlarge (4 vCPU, 16 GB RAM)	Blue-Green	100 GB General Purpose SSD (gp2) EFS - 30 GB	CIS Debian Linux 10 Benchmark - Level 1	No Autoscaling
IC-eCTPL	Asia Pacific	t3.large (2 vCPU, 8 GB RAM)	Blue-Green	100 GB General Purpose SSD (gp2)	CIS Debian Linux 10 Benchmark - Level 1	Min of 2 Max of 4
IC Online Uploading	Asia Pacific	t3.xlarge (4 vCPU, 16 GB RAM) with Sticky Session	Blue-Green	100 GB General Purpose SSD (gp2) S3-Encrypted - 5TB	CIS Debian Linux 10 Benchmark - Level 1	Min of 1 Max of 3
IC Microservices (UI, API Gateway, Microservices, Apps)	Asia Pacific	Two (2) t3.xlarge (4 vCPU, 16 GB RAM) Two (2) t3.large (2 vCPU, 8 GB RAM) One (1) Elastic Container Registry: 100GB	Blue-Green	100 GB General Purpose SSD (gp2) S3-Encrypted-5TB	CIS Debian Linux 10 Benchmark - Level 1	Min of 1 Max of 2
IC-ELS	Asia Pacific	m4.4xlarge (16 vCPU, 64 GB RAM)	Blue-Green	100 GB General Purpose SSD (gp2) EFS - 2TB	Oracle Linux	Min of 1 Max of 3
Staging Servers (10 EC2) On-Demand	Asia Pacific	Ten (10) t3.small (2 vCPU, 2 GB RAM)	Blue-Green	100 GB General Purpose SSD (gp2)	CIS Debian Linux 10 Benchmark - Level 1	No Autoscaling

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION				QTY	U/M
					1	LOT
RDS	ENGINE	VERSION	High Availability	HA	Instance Configuration	Storage
Centralized Database	MySQL Community	Production	Multi-AZ	Memory Optimized Two (2) db.r6g.xlarge (4 vCPU, 32GB RAM)	Provisioned IOPs: 3000 500 GB With storage autoscaling	Production
IC-ELS License included	Oracle	Production	Multi-AZ	Memory Optimized One (1) db.m4.4xlarge (16 vCPU, 64GB RAM)	Provisioned IOPs: 3000 1 TB With storage autoscaling	Production
Staging Database (1 x RDS) On-Demand	Asia Pacific	One (1) t3.medium (2 vCPU, 4 GB RAM)	Blue-Green	100 GB General Purpose SSD (gp2)	CIS Debian Linux 10 Benchmark - Level 1	No Autoscaling
Other Cloud Services:						
<ul style="list-style-type: none">• Business Support Plan• VPN Gateway 730-hrs• 10 x NAT Gateway (250GB each data processed per month)• 1 x CloudFront Outbound: 2TB or higher• 10 x Elastic Load Balancer• 10 x Elastic IP Address• Route 53				<ul style="list-style-type: none">• CloudWatch• 10 x Web Application Firewall• Security Hub• GuardDuty• Config• Key Management Service• Simple Storage Service - 10TB		
	1. <u>The Cloud Service Partner (CSN) shall be responsible for the following:</u>					
	a. Manage the end-to-end implementation (Back-up, Migration, Configuration, Deployment, etc.)					
	b. Provide one (1) year support services					
	c. Deliver services within one hundred twenty days (120) calendar days from receipt date indicated in the Notice to Proceed (NTP)					
	d. The prospective bidder must have at least seven (7) years of experience as a cloud service reseller. Must have a certificate/membership confirmation from the Cloud Service Provider stating the date of membership and at least a Select Partner or its equivalent . This shall be submitted to the BAC Technical Working Group.					
	e. The prospective bidder shall conduct cloud services consumption planning to ensure efficient usage of monetary resources and to ensure that the cloud subscription shall have sufficient flexibility in case it is not fully utilized					
	f. The prospective bidder must have the following: <ul style="list-style-type: none">• At least one (1) certified Solutions Architect - Professional with a certification from the cloud provider and capable to do the architecture, configuration and management.• At least one (1) certified Solutions Architect - Associate with a certification from the cloud provider and capable to do the configuration, management and support.• At least five (5) certified Cloud Practitioner with a certification from the cloud provider and capable to do the configuration, management and support.					
	g. The prospective bidder must provide an end-user training from CSP accredited trainers/instructors					

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION	QTY	U/M
		1	LOT
	h. Must deliver on-site training for two (2) batches totaling twelve (12) days (6 days per batch), accommodating three (3) participants per batch, including food and venue (not in the IC). The training will be conducted by a certified Cloud trainer. This training is intended for three (3) IC administrators and three (3) end-users on the subject of DevOps: CI/CD, including containerization practices and tools.		
	2. <u>Service Level Agreement</u>		
	a. Service Commitment		
	<p>The Cloud Service Provider shall ensure that the cloud platform is available with a monthly uptime percentage of at least 99.99% during any monthly billing cycle as a “Service Commitment”. In the event that the cloud environment does not meet the Service Commitment, the agency will be eligible to receive a Service Credit.</p> <p>A “Service Credit” is a dollar credit that the CSP may credit back to an eligible account.</p>		
	b. Definition		
	i. Monthly Uptime Percentage		
	<p>Calculated by subtracting the percentage time during the month in which the cloud platform is “unavailable” from 100%. This includes downtime resulting directly or indirectly, but not limited to the following instances:</p>		
	(a) When the IC runs instances on the cloud environment and has no external connectivity.		
	(b) When all of the client’s attached volumes on the cloud environment perform zero read/write and input/output or have pending input/output in the queue.		
	3. <u>Service Commitments and Service Credits</u>		
	<p>Service Credits are calculated as percentage based on the cloud platform performance for the month’s billing cycle in which there were instances of being unavailable respective to the circumstances below:</p>		

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION	QTY	U/M						
		1	LOT						
	<table><tr><th>Monthly Uptime Percentage</th><th>Service Credit Percentage</th></tr><tr><td>Less than 99.9999% but equal to or greater than 99.0%</td><td>10%</td></tr><tr><td>Less Than 99.0%</td><td>30%</td></tr></table> <p>CSP will apply service credits only against future cloud platform payments due to IC. Service credits will not entitle IC to any refund or other payment from CSP. A Service Credit will be applicable and issued only if the credit amount for the applicable month’s billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account unless otherwise provided in the Customer Agreement.</p> <p>The sole and exclusive remedy for any unavailability, non-performance, or other failure by CSP to provide the cloud hosting subscription or service is the receipt of a service credit (if eligible) in accordance with the terms of this service-level agreement (SLA).</p>	Monthly Uptime Percentage	Service Credit Percentage	Less than 99.9999% but equal to or greater than 99.0%	10%	Less Than 99.0%	30%		
Monthly Uptime Percentage	Service Credit Percentage								
Less than 99.9999% but equal to or greater than 99.0%	10%								
Less Than 99.0%	30%								
	4. <u>Credit Request and Payment Procedures</u>								
	To receive a service credit, IC must submit a claim to the CSP. To be eligible, the credit request must be received by CSP by the end of the second billing cycle and must include the following details:								
	i. the words “SLA Credit Request” in the subject line;								
	ii. the dates and times of each unavailability incident that IC is claiming;								
	iii. the affected CSP instance IDs or the affected CSP volume IDs; and								
	iv. IC request logs that document the errors and corroborate IC’s claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).								
	v. If the monthly uptime percentage of the request is confirmed by CSP and is less than the service commitment, CSP shall issue the service credit to IC within one billing cycle following the month in which the request was confirmed by CSP. Failure to provide the request with other information as required above will disqualify IC from receiving Service Credit.								
	5. <u>SLA Exclusion</u>								

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION		QTY	U/M
			1	LOT
	<p>The service commitment does not apply to any suspension or termination caused by the enumerated circumstances: (i) that result from a suspension of the Customer Agreement; (ii) caused by factors outside of reasonable control, including any force majeure event including issues with IC internet access or other problems beyond the demarcation point of cloud service provider; (iii) that result from any actions or inactions of IC or any third party, including failure to acknowledge a recovery volume; (iv) that result from issues with agency equipment, software or other technology and/or third party equipment including software (other than third party equipment within CSP direct control); (v) that result from any maintenance as stated and pursuant to the Customer Agreement; or (vi) arising from IC suspension and termination of rights to use the cloud service platform in accordance with the Customer Agreement (collectively, the “Cloud Service Provider SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then CSP may issue a Service Credit considering such factors at CSP discretion.</p>			
	6. Yearly Penetration Testing and Remediation Report within the duration of the Maintenance Agreement			
VII	APPROVED BUDGET FOR THE CONTRACT (ABC)			
	The procurement project will cost TWELVE MILLION PESOS (PHP12,000,000.00) inclusive of all taxes, such as, but not limited to, value-added tax, local taxes, and other fiscal levies or government charges.			
VIII	PROJECT DURATION			
	The duration of the cloud computing platform subscription is TWELVE (12) months.			
IX	PROJECT TIMELINE			
	The duration of activities is estimated to be around 120 calendar days:			
	Item	Description	Activities	
	1	Pre-Implementation	<ul style="list-style-type: none"> • Data gathering and assessment • Preparation of pre-requisites • Final detailed Implementation plan • Roles and Responsibilities Definition 	
	2	Project Implementation	<ul style="list-style-type: none"> • Installation, Set-up and Configuration of Cloud Infrastructure and Services • Activation of account • Server Migration • DNS Propagation 	
	3	Testing and Monitoring	<ul style="list-style-type: none"> • Joint testing (IC and Cloud Service Provider) 	
	4	Training and Knowledge Transfer	<ul style="list-style-type: none"> • Conduct of Training and Knowledge Transfer 	
	5	Maintenance and Support (Operations)	<ul style="list-style-type: none"> • Daily support and maintenance • User Acceptance/Sign-off 	

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION	QTY	U/M
		1	LOT
X	ESSENTIAL CHARACTERISTICS OF CLOUD COMPUTING PLATFORM		
	1. On-demand Self-service. Unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with CSP.		
	2. Broad Network Access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g. mobile phones, tablets, laptops and workstations).		
	3. Resource Pooling. The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to the agency demand. There is a sense of location independence since the government agency generally has no control or knowledge over the exact location of the provided resources but may be able to specify the location at a higher level of abstraction (e.g. country, state, or datacenter). Examples of resources include storage, processing, memory and network bandwidth.		
	4. Rapid Elasticity. Capabilities can be elastically provisioned and released, in some cases, automatically, to scale rapidly outward and inward commensurate with demand. To the end-user, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.		
	5. Measured Service. Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g. storage, processing, bandwidth and active user accounts). Resource usage can be monitored, controlled and reported, providing transparency for both the provider and consumer of the utilized service.		
XI	DATA CLASSIFICATION		
	Classifying data into discrete categories enables the Philippine Government to better protect government information and enable well-informed decisions relative to access, storing, and transmission of Government data. Data classifications achieve stronger outcomes for government agencies by clarifying the safeguards required for protecting different types of data, thereby reducing uncertainty, standardizing access, and reducing costs. It also enables business and other public sector agencies to be able to use and manage appropriately classified data better.		
	CSP should provision 2 tiers of data for Public Sector Data Classification: Tier 1: Non-sensitive or Unclassified Data , which can be stored in public cloud; Tier 2: Restricted or Sensitive Data , which can be stored in public cloud with encryption requirements		

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION	QTY	U/M						
		1	LOT						
	Government agencies can select appropriate cloud deployment models according to their needs and also the type of handling data according to the Public Sector Data Classification. Depending on the classification of the agency's data, with an application or mechanism that they can apply certain controls. Agencies should be informed that these controls are addressed by the CSP.								
XII	SECURITY								
	<p>The benefit of migrating government workloads and data onto GovCloud or to public cloud is the ability to enhance overall data security. The CSPs should meet international security standards and should abide by all relevant Philippine laws and industry standards.</p> <p>Data that can be migrated to the public cloud will need to meet security requirements for accreditation and be verified by internationally recognized security assurance frameworks. Accepted international security assurance controls include ISO/IEC 27001 and 27018, Service Organization Controls Report (SOC) 1 and 2, and the Payment Card Industry Data Security Standard (PCI DSS). Data will be encrypted using industry-tested and accepted standards and algorithms, such as AES (128 bits and higher), TDES (minimum double-length keys), RSA (1024 bits or higher), ECC (160 bits or higher), and ElGamal (1024 bits or higher).</p> <p>Below are the baseline (i.e. required) and optional (i.e. agency discretion applied) security controls that will be applied to classified government data, which CSPs must meet and be permitted to host.</p> <table><tr><th>Security Controls Required</th><th>Baseline Certification and/or Protocol</th></tr><tr><td>Security Assurance Requirements (DSS)</td><td><ul style="list-style-type: none">• ISO/IEC 27001 – Information Security Management• Payment card Industry (PCI) Data Security Standard• Optional Service Organization Control (SOC) 1 and 2• Optional ISO/IEC 27018 – Code for Practice for protection of personally identification information (PII) in public clouds acting as PII processors</td></tr><tr><td>Encryption Requirements</td><td><ul style="list-style-type: none">• AES (128 bits and higher)• TDES (minimum double length keys)• RSA (1025 bits of higher)• ECC (160 bits of higher)• ElGamal (1024 bits or higher)</td></tr></table>			Security Controls Required	Baseline Certification and/or Protocol	Security Assurance Requirements (DSS)	<ul style="list-style-type: none">• ISO/IEC 27001 – Information Security Management• Payment card Industry (PCI) Data Security Standard• Optional Service Organization Control (SOC) 1 and 2• Optional ISO/IEC 27018 – Code for Practice for protection of personally identification information (PII) in public clouds acting as PII processors	Encryption Requirements	<ul style="list-style-type: none">• AES (128 bits and higher)• TDES (minimum double length keys)• RSA (1025 bits of higher)• ECC (160 bits of higher)• ElGamal (1024 bits or higher)
Security Controls Required	Baseline Certification and/or Protocol								
Security Assurance Requirements (DSS)	<ul style="list-style-type: none">• ISO/IEC 27001 – Information Security Management• Payment card Industry (PCI) Data Security Standard• Optional Service Organization Control (SOC) 1 and 2• Optional ISO/IEC 27018 – Code for Practice for protection of personally identification information (PII) in public clouds acting as PII processors								
Encryption Requirements	<ul style="list-style-type: none">• AES (128 bits and higher)• TDES (minimum double length keys)• RSA (1025 bits of higher)• ECC (160 bits of higher)• ElGamal (1024 bits or higher)								

ITEM NO.	SUBSCRIPTION TO PUBLIC CLOUD SERVICES FOR THE INSURANCE COMMISSION	QTY	U/M
		1	LOT
XIII	DATA OWNERSHIP, RETRIEVAL AND INTEROPERABILITY		
	<p><u>Data Ownership</u> Insurance Commission (IC) will retain full control and ownership over their data, with CSP identity and access controls available to restrict access to customer infrastructure and data. CSPs should provide customers with a choice as to how they store, manage, and protect their data, and not require a long-term contract or exclusivity.</p>		
	<p><u>Ownership</u> Service contracts and other SLAs related to the provisioning of cloud services for government agencies shall clearly provide that any data migrated to the cloud remains the property of the government entity, regardless of who owns, manages or operates the cloud. IC will retain rights of data access, retrieval, modification, and deletion regardless of the physical location of the cloud services, including the right to approve, deny, and revoke access by third parties.</p>		
	<p><u>Access</u> Access, retrieval, modification, and deletion of data remain in the right of the IC and will be reflected in relevant service contracts. The policies and processes pertaining to data access will be defined according to the needs of the procuring entity and specified in the agreement between the IC and the cloud provider.</p>		
	<p><u>Interoperability</u> CSPs should allow customers to move data on and off their cloud platforms as needed. Interoperability of all GovCloud workloads should be based on the Philippine eGovernment Interoperability Framework (PeGIF) v1.0 as well as international standards, such as ISO/IEC 17203:2011 Open Virtualization Format (OVF) specification.</p> <p>A cloud system's components may come from different sources including public and private cloud implementations. These components should be replaceable by new or different components from different providers and continue to work, to facilitate the exchange data between systems. CSPs are required to provide interoperability, ensuring IC may be able to change CSPs easily without a lengthy procurement and implementation cycle.</p>		

Section VIII. Checklist of Technical and Financial Documents

Insurance Commission

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid and current Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR (pursuant to GPPB Resolution No. 15-2021 dated 14 October 2021);

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 (**per IC Form No. 3**); and
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (**per IC Form No. 4**); 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 (**per IC Form No. 8**); and
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, (**per IC Form No. 6**); 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 (**per IC Form No. 7**)

Financial Documents

- ☐ (g) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

6. FINANCIAL COMPONENT ENVELOPE

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

BID FORMS

FORM NO.	FORM TITLE
IC Form No. 1	BID FORM
IC Form No. 1-A	DETAILED BID PRICE SCHEDULE
IC Form No. 2	FINANCIAL DOCUMENTS FOR ELIGIBILITY
IC Form No. 3	LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED
IC Form No. 4	STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS
IC Form No. 5	JOINT VENTURE AGREEMENT
IC Form No. 6	CONFORMITY WITH SECTION VI (SCHEDULE OF REQUIREMENTS) AND SECTION VII (TECHNICAL SPECIFICATIONS)
IC Form No. 7	OMNIBUS SWORN STATEMENT
IC Form No. 8	BID SECURING DECLARATION

Insurance Commission

IC Form No. 1

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

BID FORM

Date : _____

Project Identification No. : .

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address
Amount and Purpose
of of agent Currency
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 : _____

Insurance Commission

IC Form No. 1-A

For Goods Offered From Within the Philippines
Detailed Bid Price Schedule

Date: _____
Project ID No: _____

Project : Subscription to Public Cloud Services for the Insurance Commission

Code:

Date of Bidding: _____

Time of Bidding: _____

(Supplier's Name/Address/Tel. No.)

For Goods Offered From Within the Philippines

LOT NO.	DESCRIPTION	QTY	U/M	Unit Price	Total Price
1	Subscription to Public Cloud Services for the Insurance Commission	1	lot		
TOTAL BID PRICE, Pesos :					
Plus 12% RVAT :					
TOTAL BID PRICE PHP :					

Total Amount in Words :

(PhP)

Name of Bidder _____. ITB Number _____. Page ____ of ____.

Signature/Date
Authorized Official/Position

Financial Documents For Eligibility Check

- Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = 15 (current asset s– current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = PhP _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and NFCC Computation and/or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

IC Form No. 3

List of all Ongoing Government & Private Contracts including Contracts Awarded but not yet Started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Date Awarded 2. Date Started 3. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								

Note: The following documents shall be submitted upon post-qualification:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

IC Form No. 4

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET FOR THE CONTRACT (ABC)

OR

STATEMENT OF AT LEAST TWO (2) CONTRACTS OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM THE DATE OF SUBMISSION AND RECEIPT OF BIDS, THE AGGREGATE OF WHICH SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC, AND THE LARGEST OF THESE SIMILAR CONTRACTS MUST BE EQUIVALENT TO AT LEAST TWENTY FIVE PERCENT (25%) OF THE ABC (25%) OF THE ABC

Business Name : _____

Business Address : _____

Name of Contract	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Amount at Award 2. Amount at Completion 3. Duration	1. Date Awarded 2. Contract Effectivity 3. Date Completed
			Description	%		
<u>Government</u>						

Note: Any of the following documents shall be submitted upon post-qualification:

- a) Copy of End User's Acceptance; or
- b) Official Receipt/s; or
- c) Sales Invoice

Submitted by: _____
(Printed Name & Signature)

Designation : _____

Date : _____

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

and –

of _____, of legal age, (civil status), owner/proprietor of _____ a _____ resident of _____.

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the Insurance Commission.

1. NAME OF PROJECT CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord 20__.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Insurance Commission

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____.

IC Form No. 6

**Conformity with Section VI (Schedule of Requirements) and
Section VII (Technical Specifications)**

(Name of Bidder) hereby undertakes that it shall **COMPLY** with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 20__, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (__) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.

IC Form No. 7

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

provided for in the Uniform Guidelines on Blacklisting:

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

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

grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

[Jurat]

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

Insurance Commission

IC Form No. 8

BID SECURING DECLARATION FORM

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

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

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

To: **REYNALDO A. REGALADO**
Insurance Commissioner
Insurance Commission
2nd Floor Insurance Commission Bldg.,
1071 United Nations Avenue, Ermita, Manila 1000

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]

Insurance Commission