



Republic of the Philippines
Department of Transportation
MARITIME INDUSTRY AUTHORITY



PROCUREMENT OF PUBLIC CLOUD SERVICES FOR THE MARINA CENTRAL OFFICE

COMPETITIVE BIDDING NO. 2022-10-530

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	3
SECTION II. INSTRUCTIONS TO BIDDERS	6
SECTION III. BID DATA SHEET	13
SECTION IV. GENERAL CONDITIONS OF THE CONTRACT	17
SECTION V. SPECIAL CONDITIONS OF CONTRACT	19
SECTION VI. SCHEDULE OF REQUIREMENTS	20
SECTION VII. TECHNICAL SPECIFICATIONS	21
SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS & BIDDING FORMS	31



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**INVITATION TO BID FOR PROCUREMENT OF PUBLIC CLOUD SERVICES
FOR THE MARINA CENTRAL OFFICE**

1. The **MARITIME INDUSTRY AUTHORITY**, through the 2023 NEP Fund, intends to apply the sum of **Seven (7) Million Pesos (Php 7,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Public Cloud Services**. The ABC is the total budget allocated for the duration of the contract which is Twelve (12) months with option to renew, provided the Services rendered are of acceptable quality and cost-beneficial to MARINA, as per Guidelines and Policy of the Government Procurement Policy Board (GPPB) for the Procurement of Water, Electricity, Telecommunications, and Internet Service Providers (WETI).
2. MARINA now invites bids for the said Project. Contract shall commence from the approval of Contract of Agreement and receipt of Notice to Proceed.
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.
4. 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.
5. Prospective Bidders may obtain further information from MARINA and inspect the Bidding Documents at the 10th Floor BAC Office MARINA Building, Bonifacio Drive corner 20th Street, Port Area (South), Manila from 8:00AM to 4:00PM Monday to Friday.
6. A complete set of Bidding Documents may be acquired by interested Bidders at the 10th Floor MARINA Building, Bonifacio Drive corner 20th Street, Port Area (South), Manila and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 10, 000.00** based on item 5.0 Appendix 8 (Guidelines on the Sale of Bidding Documents). Proof of payment shall be presented prior to submission of Bids.

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

7. MARINA will hold a Pre-Bid Conference on **22 December 2022, 1:00 PM** at the **7th Floor, Hearing Room MARINA Building, Bonifacio Drive corner 20th Street, Port Area (South), Manila** which shall be open to all prospective bidders but shall be limited to only one (1) representative, per bidder, in observance of social distancing.
8. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated on or before **05 January 2023, 12:00 NN**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14. Late bids shall not be accepted.**
9. Participating bidders are requested to sign over the sealed flap of the envelopes. As precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.
10. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled deadline of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.
11. All Bid submission and opening shall be strictly observed based on the schedule below:

ACTIVITIES	DATE/TIME	VENUE
1. Posting of Bid Documents	14 December – 20 December 2022	PhilGEPS and MARINA Website and Premises
2. Sale and Issuance of Bid Documents	20 December 2022 to 05 January 2023 9:00 A.M. to 4:00 P.M. except on 05 January 2023 which will be until 11:00 AM	MARINA Central Office, Port Area, Manila

3. Pre-bid Conference	22 December 2022 1:00 P.M.	7th Floor, Hearing Room MARINA Central Office, Port Area, Manila
4. Receipt of Requests for Interpretation from the Bidders	23 December 2022 to 26 December 2022	via email: bacsec@marina.gov.ph
5. Issuance/Posting of Supplemental/Bid Bulletin, if any	28 December to 29 December 2022	PhilGEPS and MARINA website
6. Deadline of Submission of Bids	05 January 2023 12:00 P.M.	MARINA Central Office, Port Area, Manila
7. Opening of Bid Documents	05 January 2023 1:00 P.M.	7th Floor, Hearing Room MARINA Central Office, Port Area, Manila

9. Bid opening shall be on **05 January 2023, 1:00 PM** at 7th Floor, Hearing Room, MARINA Building, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.
10. MARINA 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, you can contact the BAC Secretariat through email address bacsec@marina.gov.ph from 8:00 A.M. to 4:00 P.M., Monday to Friday.
12. You may visit the following websites:

For downloading of Bidding Documents:

www.marina.gov.ph

<https://www.philgeps.gov.ph>

SGD.
ARSENIO F. LINGAD II
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

- 1.1. The Procuring Entity, **Maritime Industry Authority**, wishes to receive Bids for the **Procurement of Public Cloud Services for the Marina Central Office**, with Purchase Request Number **2022-10-530**.
- 1.2. 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 2023 in the amount of **Seven Million Pesos (P 7,000,000.00)**.
- 2.2. The source of funding is:
 - a. **NEP**, the National Expenditure Program FY 2023

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:
 - a. 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;
 - b. 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;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. 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.
- 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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **22 December 2022** which shall be open to all prospective bidders but shall be limited to only one (1) representative, per bidder, in observance of social distancing.

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 the last three (3) years.

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.

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
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 from date of bid opening]**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time (**05 January 2023, 12:00 NN**) as indicated in paragraph 9 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

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 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

ITB Clause	
1.1	<p>The Procuring Entity is MARITIME INDUSTRY AUTHORITY-Central Office</p> <p>The Bid Reference No. is: 2022-10-530</p> <p>The name of the Project is: Procurement of Public Cloud Services for the MARINA Central Office.</p>
2.1	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2023 National Expenditure Program (NEP) in the total amount of Seven Million Pesos (P7,000,000.00).</p>
5.3.a	<p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC within the last three (3) years.</p> <p>For this purpose, similar contracts shall refer to Procurement of Public Cloud Services.</p>
7.1.a	Subcontracting is not allowed.
8	<p>The Maritime Industry Authority will hold a Pre-Bid Conference for this project on 22 December 2022, 1:00 PM at the MARINA Hearing Room, 7th Floor MARINA Building, Bonifacio Drive corner 20th Street, Port Area, Manila.</p>
10.1	<p>The Bidder shall submit the following Eligibility and Technical Documents, arranged, numbered, or tabbed as enumerated below:</p> <p>CLASS A DOCUMENTS:</p> <p>Copy of the following Legal Documents (Eligibility Documents):</p> <ul style="list-style-type: none"> a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <li style="text-align: center;"><u>or</u> b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, <li style="text-align: center;"><u>and</u> c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <li style="text-align: center;"><u>and</u>

	d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
10.1	<p>Technical Documents:</p> <ol style="list-style-type: none"> 1. Statement of prospective bidder of all its ongoing government and private contracts within the last three (3) years, 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 2. Statement identifying the bidder's single largest completed contract (SLCC) similar to the contract to be bid within the last three (3) years from the date of submission and receipt of bids equivalent to at least fifty percent 50% of the ABC. <p>SLCC shall be supported by the Following:</p> <ol style="list-style-type: none"> a. Contract/Memorandum of Agreement; and b. Certificate of end-user acceptance (EUA) or Official Receipt (OR)/Collection Receipt covering the full amount of the contract. <p>Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <ol style="list-style-type: none"> 3. Certificate of Net Financial Contracting Capacity 4. Omnibus Sworn Statement
11.1	The Bidder shall submit the complete and signed Financial Bid Form inclusive of VAT and other applicable taxes. The amount should not exceed the ABC.
13.2	Payment of the contract price shall be made in Philippine Peso.
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"> b. The amount of not less than One Hundred Forty Thousand Pesos (P140,000.00) as 2% of the ABC <p>if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <ol style="list-style-type: none"> c. The amount of not less than Three Hundred Fifty Thousand Pesos (P350,000.00) as 5% of the ABC <p>if bid security is in Surety Bond.</p>
14.2	Bids will be valid for 120 calendar days from the date of bid opening.

15 Each Bidder shall submit the following in *one (1)* big envelope duly labeled as follows:

1. Be addressed to the Procuring Entity's BAC
2. Bear the name and address of the Bidder in CAPITAL LETTERS
3. Bear the Name and Bid Ref. No. of the Project
4. Contain the name of the project to be bid in CAPITAL LETTERS
Bear the warning "**DO NOT OPEN BEFORE**" The date and

TO	:	THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY
FROM	:	_____ (Name of Bidder in Capital Letters)
ADDRESS	:	_____ (Address of Bidder in Capital Letters)
PROJECT	:	_____ BID REF: _____ (In capital letters, indicate the phrase)
"DO NOT OPEN BEFORE _____" (time for the opening of bids)		

Inside the one (1) big, sealed envelope shall contain two (2) sets of sealed envelopes:

5. First envelope must contain one original and two copies of eligibility and technical documents duly marked as "original", "copy 1", "copy 2" and additional two (2) separate envelopes containing the following:
 - a. The bidder should have at least seven (7) years of operation in the IT Industry with proven track experience in IT Security, Development, Consultancy, Training and Professional Services.
 - b. The bidder shall submit a proof of valid ISO Certification for the product as follows: ISO 9001, ISO 27001, ISO 27017, ISO 27018, SOC1, and SOC2 The bidder shall submit proof that they are a Cloud Consulting Partner and Solution Provider Program Partner of the product being offered.
 - c. The bidder must have at least (5) cloud implementation projects, for both Commercial and Public Sectors within the last 2 years, The project must have at least two (2) million each.
 - d. The bidder must provide a certification under oath that it has no pending case(s) against the government.
6. Second envelope must contain one original and two copies of the Financial Bid Form duly marked as "original", "copy 1", and "copy 2".

16.1	<p>The address for submission of bids is</p> <p style="text-align: center;">MARINA BAC Secretariat 10th Floor, MARINA Building, Bonifacio Drive corner 20th Street, Port Area, Manila</p> <p>The deadline for submission of bids is <u>05 January 2023, 12:00 NN.</u></p>
17.1	<p>The place of bid opening is</p> <p style="text-align: center;">MARINA Hearing Room, 7th Floor MARINA Building Bonifacio Drive corner 20th Street, Port Area, Manila</p> <p>The date and time of opening is on <u>05 January 2023, 1:00 PM</u></p>

Section IV. General Conditions of the Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section 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

GCC Clause	
1	<p>Scope of Contract</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>“The delivery terms applicable to this Contract are delivered MARINA Building, Port Area, Manila. 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:</p> <p>Ms. Mellanie T. Balin <i>Procurement Division</i> MFAS</p>
2.2	<p>Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. The start of the billing period shall commence upon the issuance of acceptance certificate issued by Technical Inspection and Acceptance Committee for IT (TIAC-IT).</p>
4	<p>Inspection and Tests</p> <p>The inspections and tests that will be conducted is:</p> <ul style="list-style-type: none"> • Inspection on compliance with the requirements of the Bidding Documents including the Technical Specifications and Schedule of Requirements

Section VI. Schedule of Requirements

The project estimates to be completed within (45) Calendar Days.

- a. The Project Kickoff and submission of Project Plan and Detailed Work Plan must be conducted within 15 Calendar Days upon receipt of Notice to Proceed.
- b. The project must be completed within Thirty (30) Calendar Days after the Project Kickoff.

Description	Activities / Deliverables	Statement of Compliance
Project Kick-off	<ul style="list-style-type: none"> • Data gathering and assessment • Final detailed Project Plan • Final detailed workplan • Roles and Responsibilities Definition 	
Project Implementation	<ul style="list-style-type: none"> • Installation, Setup and Configuration of Cloud Infra, Security tools • Server Hardening 	
Migration	<ul style="list-style-type: none"> • Server Migration: 11 API Servers and 1 DB Server 	
Go Live	<ul style="list-style-type: none"> • Go live (Cloud Infra, Security Tools) 	
Stabilization and Monitoring	<ul style="list-style-type: none"> • Monitoring and Issue Resolution 	
Turnover / Documentation and Project Closure	<ul style="list-style-type: none"> • Implementation reports and documentation • Knowledge Transfer • User Acceptance / Sign Off 	

Bidders must state in the statement of compliance either “Comply” or “Not Comply” against each of the individual parameters of each Specification.

Name of Company in Print

Signature Printed Name of Authorized Representative

Date

Section VII. Technical Specifications

Item	Specifications	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</i></p> <p><i>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Bidders must state in the statement of compliance either “Comply” or “Not Comply” against each of the individual parameters of each Specification.

Name of Company in Print

Signature Printed Name of Authorized Representative

Date

Technical Specifications & Requirements

1. The cloud provider should comply with the following standards:
 - a. ISO 9001
 - b. ISO 27001
 - c. ISO 27017
 - d. ISO 27018
 - e. SOC1
 - f. SOC2
2. The account ownership and its related services shall belong to MARINA. Access rights may be given to third party vendor(s), as deemed necessary, to perform any services related to the project. MARINA however shall have the right and ability to revoke said rights at any given time from the root account.
3. The cloud provider shall provide, as part of the subscribed services, 8x5 Seven Days a week Technical Support to all instances and resources subscribed by MARINA. Support services must include communication mediums such as but not limited to telephone, chat, email, live screen sharing and the likes with response time of at least 2 hours from support ticket logging.
4. The cloud provider shall provide an interactive Graphical User Interface (GUI) with 2-Factor Authentication that allows user to manage all hosting service instantly and securely.
5. The cloud provider must have the capability to deploy a scalable and Multi-AZ. Intent is to prevent single points of failure which may be caused by all forms of natural disasters, outages and other occurrences that may disrupt normal operations.
6. The cloud provider should implement a concept of domains or zones, where multiple data centers are grouped through a low-latency network to provide a higher degree of high-availability and fault tolerance.
7. The cloud provider should have regional presence in the following geographies:
 - North America
 - Europe/Middle East/Africa
 - South America
 - Asia Pacific/South East Asia
9. The cloud provider should have domains or zones with data centers that are located physically apart to support redundancy, high-availability, and low latency.

10. The cloud provider should offer data centers engineered to be isolated from failures in other data centers, with redundant power, cooling, and networking.
11. The cloud provider is capable of offering data replication across data centers within a domain or zone with automatic failover.
12. The cloud provider must have the ability to provide a managed relational database service which can be integrated with any chosen software solutions. This managed relational database will enable the user administrators to optimize time by “outsourcing” the OS patching.
13. The cloud provider must provide a self-service portal which acts as a graphical user interface accessible over the web that will allow cloud administrators and users to conveniently access, provision, modify, and automate subscribed cloud -based resources.
14. The cloud provider must provide a dashboard for cloud administrators which shall provide an overall view of the size and status of the subscribed Cloud Environment.
15. The cloud provider shall provide performance monitoring capabilities for processor, memory, disk usage, and network utilization.
 - 15.1 Provide and actively capture performance-related information of Cloud Environment services or resources.
 - 15.2 Have the ability to send customizable email notifications to administrations based on threshold alarms.
 - 15.3 Have the ability to capture initial performance baseline which can be used to analyze the variation in performance of the services.
 - 15.4 The collected performance metrics or logs shall be made available to the end-user administrator through the self-service portal. The performance metrics shall be presented in a unified manner with appropriate visualization.
16. Isolated Private Network and Private Cloud Options:
 - 16.1 All cloud instances and services must be hosted within an isolated private network or virtual private cloud that can support up to 600GB per month data transfer out from the cloud.
 - 16.2 The cloud provider must have the ability/option to provide dedicated virtual machines and hosts should MARINA decides the need for it.
 - 16.3 Must be able to support IPv6 Protocol.
17. The cloud provider must be able to engage in an On-Demand or Pay-per-Use Model where MARINA will pay based on usage and not based on reserved instances.

18. Data Sovereignty

- 18.1 MARINA subject to conditions prescribed by the Law of the Republic of the Philippines with regards to data residency and sovereignty laws, retains control and ownership of all data stored or processed during the subscription period.
- 18.2 All MARINA Data stored in the Cloud shall be the sole property of MARINA. This data can be retrieved anytime upon request of MARINA and has the sole right and authority to copy, move, delete, or transfer it to other locations.
- 18.3 The cloud provider must agree and ensure that the data stored in an agreed location will remain within it and will not be transferred without the knowledge of MARINA.

19. MARINA requires the cloud provider as a recognized “Leader” in Gartner’s Infrastructure-as-a Service (IaaS) Magic Quadrant for at least three (3) consecutive years and is still recognized as a “Leader” at the same year of MARINA’s procurement of the said service.

20. Compute and Storage Sizing Requirements

20.1 MARINA shall engage the cloud provider on an On-Demand or Pay-per-Use model. As such, the sizing requirements stated herein shall be the initial set of resources to be subscribed by MARINA.

20.2 The initial sizing required is tabulated below:

Item	Server Name	Description/ Application	Instance Type	EBS Volume	OS
Managed Server	API 1	PHP/LARAVEL	vCPU-4 Mem - 16GiB	200 GIG	LINUX AMI 2 or Equivalent
Managed Server	API 2	PHP/LARAVEL	vCPU-4 Mem - 16GiB	200 GIG	LINUX AMI 2 or Equivalent
Managed Server	API 3	PHP/LARAVEL	vCPU-4 Mem - 16GiB	201 GIG	LINUX AMI 2 or Equivalent
Managed Server	API 4	PHP/LARAVEL	vCPU-4 Mem - 16GiB	202 GIG	LINUX AMI 2 or Equivalent
Managed Server	API 5	PHP/LARAVEL	vCPU-4 Mem - 16GiB	203 GIG	LINUX AMI 2 or Equivalent
Managed Server	API 6	PHP/LARAVEL	vCPU-4 Mem - 16GiB	204 GIG	LINUX AMI 2 or Equivalent
Managed Server	API 7	PHP/LARAVEL	vCPU-4 Mem - 16GiB	205 GIG	LINUX AMI 2 or Equivalent
Managed Server	FE SITE	REACTJS	vCPU-2 Mem - 8GiB	206 GIG	LINUX AMI 2 or Equivalent
Managed Server	FE SITE	REACTJS	vCPU-2 Mem - 8GiB	207 GIG	LINUX AMI 2 or Equivalent

Managed Server	FE CORE	REACTJS	vCPU-2 Mem - 8GiB	208 GIG	LINUX AMI 2 or Equivalent
Managed Server	FE CORE	REACTJS	vCPU-2 Mem - 8GiB	209 GIG	LINUX AMI 2 or Equivalent
Managed Database	DATA BASE	MYSQL	vCPU-4 Mem - 32GiB	1TB	N/A
Managed Server	ELASTIC SEARCH	ELASTIC SEARCH	vCPU-2 Mem - 8GiB	500 GIG	LINUX AMI 2 or Equivalent
Managed Server	Bastion Server	Bastion Server	vCPU-2 Mem - 4GiB	100GB	Windows

20.3 Infrastructure Security Requirements

20.3.1 Web Application Firewall (WAF)

20.3.1.1 Requires web application protection from attacks by enabling configure rules that will allow, block, or monitor and quantify web requests based on defined conditions. These conditions include IP addresses, HTTP headers, HTTP body, URI strings, SQL injection and cross-site scripting.

20.3.1.2 Must protect websites from common attack techniques like SQL injection and Cross-Site Scripting (XSS).

20.3.2 File System Storage

20.3.2.1 A fully managed service that provides cost-effective, high-, performance scalable storage for compute workloads.

20.3.2.2 Offers sub-millisecond latencies, up to hundreds of gigabytes per second of throughput, and millions of IOPS.

20.3.2.3 Capable of accessing and processing data concurrently from both a high-performance file system and from the API.

20.3.3 Cloud Distributed Denial of Service (DDoS) Protection

20.3.3.1 Must provide fast, reliable and efficient Content Delivery Network (CDN) service that securely delivers data, applications, and APIs with low latency and high transfer speeds, providing an additional layer of protection from DDoS attacks.

20.3.3.2 Must provide an always-on detection and automatic inline DDoS mitigations that will mitigate or minimize application downtime and latency.

20.3.3.3 Provides 24x7 access to the cloud providers and protection against DDoS related spikes in cloud instances/VMs, load balancers, content delivery network (CDN), and DNS changes.

20.3.4 Secured Monitoring

- 20.3.4.1 Must support metric alarm, data collection and tracking on cloud resources.
- 20.3.4.2 Must support access through APIs, Command Line Interface (CLI), programming software development kits (SDKs), and the Cloud Provider management console.
- 20.3.4.3 Able to provide metric alarms and interactive analytics capability for metric logs.
- 20.3.4.4 Must be able to create metric dashboards.

20.3.5 Virtual Private Network (VPN)

- 20.3.5.1 Supports Site-to-Site VPN for secure connectivity from on-premise to the off-shore Cloud Infrastructure.
- 20.3.5.2 Site-to-Site VPN must support statically routed or dynamically routed VPN connections.
- 20.3.5.3 Each Site-to-site VPN must support two tunnels, with each tunnel supporting a maximum of 1.25Gbps bandwidth.

21. Data Sovereignty, Data Residency and Data Privacy Compliances

21.1 The cloud provider is required to comply with Data Sovereignty Guidelines and Policies as prescribed in the Philippine Government's Cloud First Policy:

- 21.1.1 All data created, collected, organized, modified, retrieved, used, consolidated, sourced from, or owned by the Philippine Government, including all its agencies and instrumentalities, or by any national of the Philippines or any entity that has links to the Philippines, which are in the cloud, regardless of location, shall be governed by Philippine Laws, policies, rules and regulations.
- 21.1.2 Except as otherwise permitted under Philippine Law, no such data shall be subject to foreign laws, or be accessible to other countries, regardless of the cloud deployment model used, the nationality of the cloud provider, or the data's place of storage, processing, or transmission. No right appurtenant to such data shall be deemed transferred or assigned by virtue of the storage, processing, or transmission thereof by the cloud provider.
- 21.1.3 The cloud provider and other entities engaged in the storage, processing, or transmission of such data shall comply with all applicable Philippine Laws, policies, rules, regulations and issuances relating to

data sovereignty, and confidentiality, inclusive of RA 10844, RA 10173, RA 10175, their implementing rules and regulations.

- 21.2. The cloud provider shall adhere to the Philippine Cloud First Policy on Data Residency, specifically for 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, more specifically known as the Amendments to the Prescribed Philippine Government’s Cloud First Policy.

As a general rule, no residency restrictions shall be placed on government data stored or processed in the cloud, provided that appropriate controls and security measures are present. By way of exception, the storage or processing of sensitive government data shall be restricted to the following:

- 21.2.1. The Philippine Territory.
- 21.2.2. Other territories over which the Philippines exercises sovereignty or jurisdiction.
- 21.2.3. Other countries or states with which the Philippines has enforceable extradition treaties for the turnover of persons accused or convicted of violating Philippine laws, provided such other countries or states shall:
 - 21.2.3.1. Similar or higher standards of protection or Philippine Government data as Philippine Laws and issuances; or
 - 21.2.3.2. Existing agreements with the Philippine government for the provision of similar or higher protection to Philippine government data as Philippine Laws and Issuances.

- 21.3. The cloud provider shall abide by Republic Act (RA) 10173, otherwise known as the Data Privacy Act of 2012.

22. Service Level Agreement (SLA)

Cloud Service Level commitment with a Monthly Uptime Percentage of 99.99%. In the event any of the Subscribed Services are not able to meet the Service Level Commitment, MARINA will be eligible to receive a Service Credit as described below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	25%
Less than 95.0%	100%

22.1. The Bidder shall provide a basic support plan that will deliver the following:

22.1.1. 8 x 5 phone, email, and chat access to Cloud Support Engineers

22.1.2. Should have the following support:

- Support Helpdesk
- Email Support
- Remote Support

22.1.3. Service Level Defined

Severity Level	Severity Description
1 = Critical	Service connection is unavailable and downtime impacts business operations; show stopper. A critical problem in the infrastructure which may severely impact the client's operations, or in which client's production systems are down or not functioning; loss of production data and no procedural work around exists.
2 = High	A problem where the infrastructure is available and intermittent accessibility. That requires immediate infrastructure assessment and evaluation. The situation is causing significant impact to portions of the client's business operations and productivity. The system is exposed to potential loss or interruption of service.
3 = Medium	Change management process on infrastructure specifications upgrade, additional relates services which requires scheduled down-time and Reboot. Medium to Low impact. which involves partial non-critical functionality loss. One which impairs some operations but allows the client to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the client's operation and issues in which there is an easy avoidance by the end user
4 = Normal	Minimal downtime, required for reboot, patches, and updates. Minimal business operation impact.
5 = Low	A general usage questions or recommendation for a future enhancement or modification. Concerns are answerable by FAQ or by email or phone within the same day. There is no impact on the quality, performance or functionality of the infrastructure

22.2. Response Time

Severity Level	Response Time	Resolution Time	Frequency of Update Status on Resolution
Severity 1	Phone: Immediate Mail: Within 15 Mins	Infrastructure and application to be restored within 5 hours from response sent to client.	Every 30 minutes
Severity 2	Email/phone: Within 30 Mins	Infrastructure and application to be restored within 8 hours from response sent to client.	Every hour
Severity 3	Email/phone/remote : Within 1 hour	Within 12 hours	One time
Severity 4	Email/phone/remote : Within 2 hours	Within 24 hours	One time
Severity 5	Email/phone: Within 2 hours	Within 24 hours	One time

23. Support Service

Infrastructure Managed Services Coverage

- **Technical support and services**
- **Proactive Infrastructure monitoring:**
 - ✓ Preventive systems down
 - ✓ Virtual Servers and DB
 - ✓ 8x5 Seven Days a week monitoring level
- **Pro-active System Health checks quarterly**
- **Server maintenance and performance monitoring**
 - ✓ CPU usage
 - ✓ Bandwidth usage
 - ✓ Memory usage
 - ✓ Storage usage
- **Capacity monitoring**
 - ✓ Quarterly Report of total bandwidth usage
 - ✓ Quarterly Report of threshold crossing incidents
 - ✓ Quarterly Report pertaining to capacity
- **Security patches and updates**

24. Cloud Administration Services

- 24.1. Implementation services for all cloud components proposed by the bidder.
- 24.2. Administer key aspects of MARINA cloud infrastructure including the underlying compute and storage components. The bidder will manage users, directories, access rights, disk space, and processes.
- 24.3. The bidder will monitor system and resource alerts, resource utilization and resource contention to support the environment.
- 24.4. The bidder will utilize existing cloud tools to collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in MARINA's cloud resources.
- 24.5. As part of the service improvement plan, the bidder will provide MARINA recommendations on cost optimization.
- 24.6. The bidder will administer the deployed security controls to manage the user access using Identity and Access Management tools

25. Cloud Infrastructure Training

- 25.1 The bidder will provide end-user training.
- 25.2 The trainings shall provide the option for virtual or live classes.

Section VIII. Checklist of Technical and Financial Documents & Bid Forms

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (**Platinum Membership**) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (a) 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**
- (b) 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**
- (c) 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**
- (d) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (e) 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.

MARINA Requirements

- (a) The bidder should have at least seven (7) years of operation in IT Industry with proven track experience in IT Security, Development, Consultancy, Training and Professional Services supported by documentary evidence such as Purchase Order, Contract, Projects Undertaken and other relevant appropriate documents;
- (b) The bidder shall submit a proof of valid ISO Certification for the product as follows: ISO 9001, ISO 27001, ISO 27017, ISO 27018, SOC1, and SOC2 The bidder shall submit proof that they are a Cloud Consulting Partner and Solution Provider Program Partner of the product being offered;
- (c) The bidder must have at least (5) cloud implementation project, for both Commercial and Public Sectors within the last 2 years, The project must at least two (2) million each supported by documentary evidence such as Purchase Order, Contract, Projects Undertaken and other relevant appropriate documents;
- (d) The bidder must provide a certification under oath that it has no pending case(s) against the government

Financial Documents

- (a) The Bidder'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**
- (b) 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

- (c) 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

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

COMPANY LETTERHEAD

Statement of Ongoing Government and Private Contracts

PROCUREMENT OF PUBLIC CLOUD SERVICES FOR THE MARINA CENTRAL OFFICE

Statement of all its ongoing government and or private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

Name of client	Name of Contract	Date and status of contract	Kinds of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

CERTIFIED CORRECT:

Name and Signature of Authorized Representative
Position
Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract (SLCC)

PROCUREMENT OF PUBLIC CLOUD SERVICES FOR THE MARINA CENTRAL OFFICE

Statement of Single (1) Largest Completed Contract of Similar nature within the last three (3) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Contract Memorandum of Agreement; and Certificate of End-user's Acceptance (EUA) or Official Receipt (OR)/ Collection Receipt covering the full amount of contract (copies attached)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative
Position
Date

COMPANY LETTERHEAD

PROCUREMENT OF PUBLIC CLOUD SERVICES FOR THE MARINA CENTRAL OFFICE

Certificate of Net Financial Contracting Capacity

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is _____(P_____) which is at least equal to the ABC to be bid.
The amount is computed as follows: (Please show computation of NFCC)

$$NFCC = [(CA-CL) (15)] - C$$

Where:

CA = Current Assets

CL = Current Liabilities

C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this _____ day of _____, 20_____

Name & Signature of Authorized Representative

Position

Date

PROCUREMENT OF PUBLIC CLOUD SERVICES FOR THE MARINA CENTRAL OFFICE

Joint Venture Agreement*

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at
, represented herein by its
, hereinafter referred to as "...";

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at
, represented herein by its
, hereinafter referred to as "...";

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at,
, represented herein by its
, hereinafter referred to as "...";
 (hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINA BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case maybe).

 *if applicable

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non- issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above- written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day
of _____ at
_____, Philippines. Affiant exhibited to me his/her
competent evidence of Identity (as defined by 2004 Rules on Notarial
Practice issued _____ at _____,
Philippines.

NOTARY PUBLIC

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal
capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

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]

COMPANY LETTERHEAD

BID FORM

Date: _____

Project Ref. 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 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: _____

COMPANY LETTERHEAD

Financial Bid Form

Description	Quantity	ABC	TOTAL BID PRICE (inclusive of VAT)
Total Bid Price Inclusive of VAT in Words			

[signature over printed name]		[in the capacity of]
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The financial bid form shall be supported by a cost breakdown.

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

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

Name:

Legal

Capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal _____ Capacity: _____

Signature: _____

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