



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

# Procurement of GOODS

Subscription to Immutable and  
Verifiable Attributes (Blockchain) for  
the Department of Budget and  
Management Action Document  
Releasing System (ADRS)

Project ID No. **DBM-2024-57**

**Sixth Edition**  
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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

***Section I. Invitation to Bid***



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**INVITATION TO BID**  
**“Subscription to Immutable and Verifiable Attributes**  
**(Blockchain) for the Department of Budget and**  
**Management Action Document Releasing System**  
**(ADRS)”**

1. The Department of Budget and Management (DBM), through the FY 2023 Continuing Appropriations, intends to apply the sum of **Eight Million Pesos (P8,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **“Subscription to Immutable and Verifiable Attributes (Blockchain) for the Department of Budget and Management Action Document Releasing System (ADRS)”** (Project ID No. **DBM-2024-57**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DBM now invites bids for the above-entitled Procurement Project. Delivery of the Goods is required as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed **within the period of June 18, 2021 to June 17, 2024** a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the DBM-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).

5. A complete set of Bidding Documents may be acquired by interested Bidders on May 28, 2024 from the given address and website below and upon payment of a fee in the amount of Ten Thousand Pesos (P10,000.00).

Payment may be made in either mode, as follows:

- a) Online payment through the Landbank Link.Biz Portal. However, this mode of payment may only be done until June 14, 2024 (four [4] calendar days before the Submission of Bids), 11:00 p.m., for crediting and recording purposes. Procedural guidelines for online payment may be accessed via [https://dbm.gov.ph/images/Advisory\\_for\\_Bidders\\_Suppliers-LinkBiz.pdf](https://dbm.gov.ph/images/Advisory_for_Bidders_Suppliers-LinkBiz.pdf). Bidders shall present its confirmation receipt to the BAC Secretariat in person, by facsimile, or through electronic means, which shall be used as proof of payment for the bidding documents fee.
  - b) Payment, in person, to the DBM Administrative Service (AS)-Cash Division, through the BAC Secretariat, DBM AS-Procurement Management Division, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. The DBM will hold a Pre-Bid Conference for this Project on June 4, 2024, 9:30 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, and/or **through video conferencing or webcasting**, which shall be open to prospective bidders.

Prior to this, the DBM-BAC will likewise conduct a preliminary audio-visual presentation on the same day, June 4, 2024, at 9:00 a.m., **via video conferencing or webcasting**, which shall be open to all prospective bidders. The presentation will discuss the bidding process, the documentary requirements to be submitted, and other matters relevant to the Project.

In case of video conferencing or webcasting, the prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of both the preliminary audio-visual presentation and the Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat or the DBM AS-Central Records Division through manual submission at the office address indicated below on or before June 18, 2024, 9:00 a.m. 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 June 18, 2024, 9:00 a.m., at the given address below and via video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room,



DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

10. The DBM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

DBM-BAC Secretariat  
DBM-AS-Procurement Management Division  
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila  
Telefax No. 8657-3300 local 3115  
Email address: [procurement@dbm.gov.ph](mailto:procurement@dbm.gov.ph)

12. You may visit the following website to download the Bidding Documents:  
<https://www.dbm.gov.ph/index.php/procurement/invitation-to-bid>

May 28, 2024

  
**RAMON VICENTE B. ASUNCION**  
*Vice Chairperson, DBM-BAC*

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

## 1. Scope of Bid

The Procuring Entity, Department of Budget and Management, wishes to receive Bids for the “**Subscription to Immutable and Verifiable Attributes (Blockchain) for the Department of Budget and Management Action Document Releasing System (ADRS)**” with Project Identification No. *DBM-2024-57*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2024 in the amount of **Eight Million Pesos (P8,000,000.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is the FY 2023 Continuing Appropriations.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to the following requirements:
  - a. The bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, **or**
  - b. The bidder must have completed at least two (2) similar contracts:
    - i. 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) 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 (i.e., twenty-five percent [25%]).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 Revised 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

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.

## 8. Pre-Bid Conference

The DBM will hold a Pre-Bid Conference for this Project on June 4, 2024, 9:30 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, **and/or through video conferencing or webcasting**, which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB**.

Prior to this, the DBM-BAC will likewise conduct a preliminary audio-visual presentation on the same day, June 4, 2024, at 9:00 a.m., **via video conferencing or webcasting**, which shall be open to all prospective bidders. The presentation will discuss the bidding process, the documentary requirements to be submitted, and other matters relevant to the Project.

In case of video conferencing or webcasting, the prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of both the preliminary audio-visual presentation and the Pre-Bid Conference.

## **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 DBM, 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 period of June 18, 2021 to June 17, 2024**.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 Revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 Revised IRR of RA No. 9184.

## 12. Bid Prices

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 **October 16, 2024**. 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 (1) copy of the first and second components of its Bid.

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

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**

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) Project having several items that shall be awarded as one (1) 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

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

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



## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall:</p> <ul style="list-style-type: none"> <li>a. refer to the supply, delivery, installation, configuration, and support of an enterprise system or a subscription to a cloud-based service solution; and if the supply, delivery, installation, configuration, and support of an enterprise system or a subscription to a cloud-based service solution form part of a bigger contract, only the cost component of the supply, delivery, installation, configuration, and support of an enterprise system or a subscription to a cloud-based service solution shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC; and</li> <li>b. have been completed <b>within the period of June 18, 2021 to June 17, 2024.</b></li> </ul>
7	Subcontracting is not allowed.
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ul style="list-style-type: none"> <li>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, Unified Multi-Purpose ID, etc.); or</li> <li>(ii) the oath of affirmation of one (1) credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.</li> </ul>
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <ul style="list-style-type: none"> <li>a. The amount of not less than P160,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than P400,000.00, if bid security is in Surety Bond.</li> </ul>
15	Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope

	<p>marked “TECHNICAL COMPONENT”, and their financial component described in ITB Clause 11 in another sealed envelope marked “FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “BID”.</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> <li>a) contain the name of the contract to be bid in capital letters;</li> <li>b) bear the name and address of the Bidder in capital letters;</li> <li>c) be addressed to the Procuring Entity’s BAC in accordance with Section I. Invitation to Bid Clause 9;</li> <li>d) bear the specific identification of the Project indicated in ITB Clause 1; and</li> <li>e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with the aforementioned date and time.</li> </ul> <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p>
20	<p>The bidder with the Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following: <ul style="list-style-type: none"> <li>i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; <b><u>OR</u></b></li> <li>ii. at least two (2) similar contracts: <ul style="list-style-type: none"> <li>(a) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; <b><u>AND</u></b></li> <li>(b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).</li> </ul> </li> </ul> </li> <li>2. The corresponding proof/s of completion, which could either be: <ul style="list-style-type: none"> <li>i. Certificate/s of Final Acceptance/Completion from the bidder’s client/s; or</li> </ul> </li> </ol>

	<p style="text-align: center;">ii. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s.</p> <p>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following:</p> <p style="padding-left: 40px;">i. 2023 Income Tax Return with proof of payment; and</p> <p style="padding-left: 40px;">ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from November 2023 to April 2024.</p> <p>4. In case the Mayor's/Business permit mentioned in the PhilGEPS certificate is recently expired, the renewed permit shall be submitted in accordance with Section 34.2 of the IRR of RA No. 9184.</p> <p>5. Bureau of Internal Revenue (BIR) Certificate of Registration (COR) – BIR Form 2303.</p> <p>6. Signed Endorsement by the Blockchain Council of the Philippines.</p> <p>7. Valid and current Certification of Reseller/Distributorship issued by the main provider of the blockchain solution.</p> <p>8. Other professional certifications related to ICT or business application.</p> <p><u>Additional Conditions:</u></p> <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p> <p>*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance. As a matter of information to the prospective bidders, the DBM-BAC has determined to use the method of a "raffle," wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar</p>
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unmarked papers, and will be folded and placed in a container.

Thereafter, a DBM-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.

## ***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 2016 Revised 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***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in 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 the Undersecretary of the Information and Communications Technology (ICT) Group/Chief Information Officer.</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.</li> </ol>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be in accordance with item 11 of Annex “A” (Detailed Technical Specifications)
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier’s representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon

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

## *Section VI. Schedule of Requirements*

The delivery schedule stipulates hereafter the date of delivery to the project site.

<b>Item</b>	<b>Description</b>	<b>Delivery Schedule</b>
<b>1</b>	<b>Deployment and installation of an online subscription to a cloud-computing platform</b> , as detailed in item 4.0 and 5.0 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications.	Within thirty (30) calendar days from the issuance of the Notice to Proceed
<b>2</b>	<b>Subscription to Immutable and Verifiable Attributes (Blockchain)</b> , as detailed in Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	Twelve (12) months from the issuance of Certificate of Acceptance after the deployment and installation of an online subscription to a cloud-computing platform

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

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

## ***Section VII. Technical Specifications***



## ***Section VII. Technical Specifications***

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

<b>Specifications</b>	<b>Bidder’s Statement of Compliance</b>
<b>I. Subscription Period</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 3.0)</i>	
<b>II. Specifications and Platform Capability</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 4.0)</i>	
<b>III. Provision of Technical Support</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 5.0)</i>	
<b>IV. Technical Support Deployment to DBM</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 6.0)</i>	
<b>V. Service Level and Subscription Agreement</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 7.0)</i>	
<b>VI. Qualifications of the Contractor</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 8.0)</i>	
<b>VII. Confidentiality of Data</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 9.0)</i>	
<b>VIII. Warranties of the Contractor</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 10.0)</i>	
<b>IX. Terms of Payment</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 11.0)</i>	
<b>X. Pre-Termination of Contract</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 12.0)</i>	

**I hereby certify to comply with all the above Technical Specifications.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

## **Detailed Technical Specifications**

### **1.0 PROJECT TITLE**

Subscription to Immutable and Verifiable Attributes (Blockchain) for the Department of Budget and Management Action Document Releasing System (ADRS)

### **2.0 OBJECTIVE**

This project aims to leverage the benefits of both private and public blockchain technologies to enhance transparency, efficiency, and accountability in digital document processing. The primary objective is to use blockchain as the point of truth of a specific document, enabling seamless tracking and verification.

### **3.0 SUBSCRIPTION PERIOD**

The subscription period for the project shall be for twelve (12) months from the issuance of Certificate of Acceptance after the deployment and installation of online subscription to a cloud-computing platform.

### **4.0 SPECIFICATIONS AND PLATFORM CAPABILITY**

#### **4.1. CONTRACTOR’S PLATFORM CAPABILITY**

##### **4.1.1. General Requirements**

- 4.1.1.1. The CONTRACTOR must supply an online subscription to the cloud-computing platform and shall be made available 24/7 to the authorized users of DBM throughout the entire duration of the project.
- 4.1.1.2. The CONTRACTOR must supply MS SQL Database Ledger, other databases, and confidential ledger.
  - 4.1.1.2.1. The solution provides confidential ledger that runs on minimalistic trusted.
  - 4.1.1.2.2. The solution must support both public and private ledger types.
- 4.1.1.3. The CONTRACTOR’s cloud platform must comply with Payment Card Industry (PCI) Data Security Standards (DSS) Level 1 version 3.0 and PCI 3DS.

- 4.1.1.4. The CONTRACTOR's cloud platform must support various forms of storage with different capabilities such as data recovery, disk replication, security, backup, and protection.
- 4.1.1.5. The CONTRACTOR's cloud platform security must provide a wide array of configurable options and the ability to monitor, control, customize and increase security to meet DBM's system deployments through native cloud service features.
- 4.1.1.6. The CONTRACTOR's cloud platform must have support for different types of workloads and multiple options in terms of computing including virtual desktops with personal and multi session capability.
- 4.1.1.7. The CONTRACTOR's cloud platform must have support for multi-cloud management environment from a Single Pane of Glass to implement consistent inventory, management, governance, and security for servers across the environment.
- 4.1.1.8. The CONTRACTOR's cloud platform must integrate into the existing Azure Entra ID (Active Directory) Tenant used for the existing M365 Environment.
- 4.1.1.9. The CONTRACTOR's cloud platform must provide preferential discounts for Virtual Machine services for securing longer term consumption and Bring Your Own License (BYOL) w/ Software Assurance.

#### 4.1.2. **Security**

- 4.1.2.1. The CONTRACTOR's cloud platform must provide a cloud-native unified security management platform that includes the following features:
  - 4.1.2.1.1. Security health monitoring for cloud;
  - 4.1.2.1.2. Cloud Security Posture Management;
  - 4.1.2.1.3. Protect the cloud-native resources including a secure score to assess the current security situation;
  - 4.1.2.1.4. Continually compare the configuration of your resources with requirements in industry standards, regulations, and benchmarks where applicable;
  - 4.1.2.1.5. Security threat blocking through access and app controls;

- 4.1.2.1.6. Adjustable security policies for maintaining regulatory and standard compliance;
  - 4.1.2.1.7. Security vulnerability discovery tools and patches;
  - 4.1.2.1.8. Advanced threat detection through security alerts and analytics;
  - 4.1.2.1.9. The solution should have capability for Attack path analysis that helps you to address the security issues that pose immediate threats with the greatest potential of being exploited in your environment;
  - 4.1.2.1.10. Agentless scanning to assist in the identification process of actionable posture issues without the need for installed agents, network connectivity, or any effect on machine performance;
  - 4.1.2.1.11. The solution can query all security issues and environment context such as assets inventory, exposure to internet, permissions, and lateral movement between resources and across multiple clouds; and
  - 4.1.2.1.12. Can periodically analyze the security state of resources connected to subscriptions to identify potential security issues and provide active recommendations. Active recommendations are recommendations that can be resolved to improve your security posture.
    - 4.1.2.1.12.1. The solution should provide contextual security capabilities that assist security teams in the reduction of the risk of impactful breaches and context to perform a risk assessment of DBM's cloud security issues.
- 4.1.2.2. The cloud infrastructure should have Cloud Workload Protection capabilities below:
- 4.1.2.2.1. Cloud-native application protection platform (CNAPP) that is made up of security measures and practices that are designed to protect cloud-based applications from various cyber threats and vulnerabilities;

- 4.1.2.2.2. The solution should have threat detection and advanced defenses to Windows and Linux machines that run in existing DBM Cloud Platforms, and on premises;
- 4.1.2.2.3. Supports an agentless malware scanning capability that scans and detects malware and viruses. The scanner is available for Azure virtual machines (VM), AWS EC2 instances and GCP VM instances;
- 4.1.2.2.4. The agentless scanner scans all files and folders including any files or folders that are excluded from the agent-based antivirus scans, without having an effect on the performance of the machine;
- 4.1.2.2.5. The solution protection should have capabilities for Discover vulnerabilities and misconfigurations in near real time;
- 4.1.2.2.6. Prioritize vulnerabilities based on the threat landscape and detections in the organization;
- 4.1.2.2.7. Holistic, cloud-delivered, endpoint security solution;
- 4.1.2.2.8. Risk-based vulnerability management and assessment:
  - 4.1.2.2.8.1. Attack surface reduction;
  - 4.1.2.2.8.2. Behavioral based and cloud-powered protection
  - 4.1.2.2.8.3. Endpoint detection and response (EDR);
  - 4.1.2.2.8.4. Automatic investigation and remediation;
  - 4.1.2.2.8.5. Managed hunting services;
- 4.1.2.2.9. Risk-based vulnerability management and assessment;
- 4.1.2.2.10. The solution includes File Integrity Monitoring (FIM) examines operating system files, Windows registries, application software, and

Linux system files for changes that might indicate an attack; and

- 4.1.2.2.11. The solution can lock down the inbound traffic to your VMs, reducing exposure to attacks while providing easy access to connect to VMs when needed.
- 4.1.2.3. The solution is capable for User and Entity Behavior Analytics (UEBA), which collects logs and alerts from all its connected data sources, it analyzes them and builds baseline behavioral profiles of the organization's entities (such as users, hosts, IP addresses, and applications) across time and peer group horizon.
  - 4.1.2.3.1. Data Sources- thoughtfully selects third-party data sources to provide data that matches the threat scenarios.
  - 4.1.2.3.2. Analytics: Using various machine learning (ML) algorithms, able to identify anomalous activities and presents evidence clearly and concisely in the form of contextual enrichments.
- 4.1.2.4. The solution must come with connectors for any data sources that are available out-of-the-box and provide real-time integration. Also support common event format (CEF), Syslog or REST-API to connect data sources and which allows for easy integration with third-party security tools and services.
- 4.1.2.5. The solution should provide an option to export stored data for long-term retention and:
  - 4.1.2.5.1. The solution should provide built-in SOAR (Security Orchestration, Automation & Response) capability and ability to create playbooks;
  - 4.1.2.5.2. Supporting "no code" methods for rapid playbook creation supporting easy decision making and branching capabilities;
  - 4.1.2.5.3. Support prebuilt design templates;
  - 4.1.2.5.4. Code based logic like JSON, etc.;
  - 4.1.2.5.5. Support out-of-the-box connectors to save playbook creation time; and
  - 4.1.2.5.6. Support export of playbooks and reuse it.

- 4.1.2.6. The SIEM should have the capability to seamlessly integrate with the existing Microsoft 365, utilizing XDR for identity, email, endpoint, and multi-cloud functions. Additionally, it should be able to ingest log sources at no extra cost.
- 4.1.2.7. It should also possess the capability to implement and integrate with an AI tool for enhancing threat detection and response, as well as enabling forensic investigation in the future.

#### 4.1.3. **Data Analytics and Artificial Intelligence**

4.1.3.1. The CONTRACTOR's cloud platform must provide AI services and cognitive APIs as Platform as a Service (PaaS) with additional functionalities stated below:

4.1.3.1.1. Must provide pre-built models for decision, language, speech, vision, forms recognition, metrics advisor:

4.1.3.1.1.1. Must support REST API;

4.1.3.1.1.2. Must have container support; and

4.1.3.1.1.3. Must have SDK for programming languages (e.g., .NET, Node.js, Python, Java, Go);

4.1.3.1.2. Must provide Generative Pre-trained Transformers (GPT) large language models (LLM):

4.1.3.1.2.1. Transformer models must deliver natural language understanding and generation and are fine-tuned to be capable of function calls based on the context of prompts;

4.1.3.1.2.2. Transformer models must deliver image generation from natural language descriptions, and support code understanding and generation; and

4.1.3.1.2.3. Transformer models must support embeddings for similarity, text search, and code search functionalities;

4.1.3.1.3. Must have a layered security model:

- 4.1.3.1.3.1. Must be able to limit access to specific subset of networks allowing requests originating from specified private IP addresses, private IP ranges or from list of private subnets;
- 4.1.3.1.3.2. Must support authorization through Azure Active Directory (AAD) or equivalent Identity and Access Management (IAM) provider; and
- 4.1.3.1.3.3. Must support custom subdomain names for endpoints;
- 4.1.3.2. DBM user prompts or embeddings will not be used to improve the Cloud Service Provider or other 3rd party products or services;
- 4.1.3.3. DBM data from any fine-tuning is not used by the Cloud Service Provider to train Large Language Models;
- 4.1.3.4. CONTRACTOR's Cloud platform for LLM allows encryption with Customer Managed Keys;
- 4.1.3.5. CONTRACTOR's Cloud platform should include risk mitigation or content filtering that detects and prevents the output of harmful content such as self-harm, hate, sexual or violence; and
- 4.1.3.6. CONTRACTOR's Cloud platform upholds responsible AI principles in their company and practices governance, rules, training, and tools to operationalize those principles.

#### 4.1.4. **DevOps**

- 4.1.4.1. The CONTRACTOR's Cloud platform must provide DevOps functionality as Platform as a Service (PaaS) with additional functionalities stated below:
  - 4.1.4.1.1. Software development platform editor that must have an AI plug-in that serves as a pair programmer:
    - 4.1.4.1.1.1. The plug-in must turn natural language prompts into code in real-time;



- 4.1.4.1.1.2. The plug-in offers multi-line function suggestions;
- 4.1.4.1.1.3. The plug-in can generate unit tests from code
- 4.1.4.1.1.4. The plug-in filters out common vulnerable coding patterns;
- 4.1.4.1.1.5. The plug-in blocks suggestions matching public code; and
- 4.1.4.1.1.6. The plug-in autofill's repetitive codes.

4.1.4.2. The CONTRACTOR's Cloud platform must be recognized and included in the 2023 Gartner Leaders for DevOps Platform.

## **4.2. CONTRACTOR'S INFRASTRUCTURE SPECIFICATIONS**

4.2.1. The CONTRACTOR's platform should be provided for a minimum of one (1) year of subscription with the following specification once deployed:

- 4.2.1.1. Should be under a Blockchain Chain as a Service model with Web API; and
- 4.2.1.2. Should be Public and Private blockchain connected with an accountability ledger with head/line pattern:
  - 4.2.1.2.1. Must host 500,000 combined private and public blockchain transaction documents.

## **5.0 PROVISION OF TECHNICAL SUPPORT**

The Subscription to Immutable and Verifiable Attributes (Blockchain) for the Department of Budget and Management Action Document Releasing System (ADRS) shall include the following technical support services from the Contractor during the duration of the contract:

### **5.1. Private Blockchain**

- 5.1.1. Leverage Confidential Ledger's advanced privacy features to create a secure and tamper-resistant private blockchain network.
- 5.1.2. Ensure that only authorized participants, such as government agencies and DBM staff, can access and transact on the private blockchain.

- 5.1.3. Design the network architecture, consensus mechanism, access controls, and permission models to establish a robust and scalable private blockchain infrastructure.
- 5.1.4. Utilize private blockchain privacy-enhancing technologies to protect sensitive budgetary information and maintain the confidentiality of transactions.

## **5.2. Public Blockchain**

- 5.2.1. Utilize Layer 2, a public blockchain platform, to enhance transparency and accountability in the budgeting process. (Layer 2 [L2] solutions are secondary frameworks built on top of existing blockchain networks [Layer 1] to increase transaction speed and reduce costs, without sacrificing security. These solutions work by processing transactions off the main blockchain, in a manner that is still anchored to the main chain, ensuring the integrity and security of transactions. By integrating L2 solutions into budgeting processes, organizations can leverage these fast, cost-effective, and secure platforms to ensure greater transparency and accountability, making operations more efficient and trustworthy.)
- 5.2.2. Leverage proof-of-stake consensus mechanism to ensure fast transaction processing, scalability, and energy efficiency.
- 5.2.3. Integrate the private blockchain with the public blockchain to enable public auditability and verification of token transactions and budget allocation.
- 5.2.4. Design and implement smart contracts on the public blockchain to facilitate the transparent and auditable distribution of tokenized budget appropriations.
- 5.2.5. Must use zero knowledge proof or anonymized transaction as extra added security.

## **5.3. Hybrid Accountability Ledger**

Conduct a comprehensive assessment of the DBM's existing documentation processes to identify areas that can benefit from blockchain technology. Engage stakeholders, including government agencies and subject matter experts, to gather requirements and understand their needs and expectations.

## **5.4. Requirements Gathering**

- 5.4.1. Conduct a comprehensive assessment of the DBM's existing documentation processes to identify areas that can benefit from blockchain technology.

- 5.4.2. Engage stakeholders, including government agencies and subject matter experts, to gather requirements and understand their needs and expectations.

## **5.5. Private Blockchain Development**

- 5.5.1. Design and develop a private blockchain network on confidential ledger.
- 5.5.2. Define the network architecture, consensus mechanism, access controls, and permission models for the private blockchain.
- 5.5.3. Ensure interoperability with existing systems and data sources.

## **5.6. Public Blockchain Integration**

- 5.6.1. Investigate and select the most suitable public blockchain platform, such as Layer 2 PoS (Proof of Stake), for integration with the private blockchain.
- 5.6.2. Design and develop smart contracts on the public blockchain to enable transparent and auditable token transactions and budget allocation.

## **5.7. Unique Identifier Framework (UID)**

- 5.7.1. Create a comprehensive framework for budget documents with UID on the combined private and public blockchain.
- 5.7.2. Define the rules, smart contracts, and business logic for generating, distributing, and tracking tokens representing allocated funds to government agencies.
- 5.7.3. Ensure the accuracy, reliability, and traceability of token transactions.
- 5.7.4. Should have built Inscription Model for Certificate of Authenticity in a layer 2 blockchain.

## **5.8. User Interface and Reporting**

- 5.8.1. Design and implement user-friendly interfaces for government agencies and DBM staff to interact with the blockchain platform.
- 5.8.2. Provide real-time reporting and analytics capabilities to monitor token transactions, budget utilization, and performance.
- 5.8.3. Ensure accessibility and ease of use for all stakeholders.

## **5.9. Security and Governance**

- 5.9.1. Implement robust security measures to safeguard the private and public blockchain networks.
- 5.9.2. Establish governance mechanisms, consensus protocols, access controls, and auditing processes.
- 5.9.3. Define roles and responsibilities for network participants and administrators to ensure compliance with relevant regulations.

## **5.10. Training and Capacity Building**

- 5.10.1. Conduct training programs and workshops to educate government agencies and DBM staff on the functionalities, benefits, and usage of the blockchain platform.
- 5.10.2. Develop comprehensive documentation and training materials to facilitate effective adoption and utilization of the blockchain solution.

## **5.11. Testing and Quality Assurance**

- 5.11.1. Develop comprehensive documentation and training materials to facilitate effective adoption and utilization of the blockchain solution.

## **5.12. Deployment and Go Live**

- 5.12.1. Finalize preparations, deploy the blockchain solution, and transition to the live environment.

## **5.13. Maintenance and Support Plan**

- 5.13.1. Develop a plan for ongoing maintenance and support of the blockchain solution.

## **5.14. Per Document Tokenization Program**

- 5.14.1. The Contractor shall allow DBM to upload all the documents (maximum of 500,000 upload in one (1) year) using a blockchain as a service with Private, Public and Hybrid Accountability Ledger.

## **6.0 TECHNICAL SUPPORT DEPLOYMENT TO DBM**

- 6.1. The contractor shall deploy the following technical personnel to provide technical support to the DBM:
  - 6.1.1. Project Manager
  - 6.1.2. Certified Developer
  - 6.1.3. Functional Consultant

6.1.4. Support Officer

- 6.2. The contractor must provide twenty-four hours a day, seven days a week (24x7) technical assistance, a contact person designated by the contractor to attend to telephone call, electronic mail, and/or on-site support during the entire duration of the Project. The contact person may be required to visit DBM if deemed necessary.
- 6.3. The contractor warrants that the technical staff assigned are qualified to provide deliverables required to the DBM's satisfaction.

**7.0 SERVICE LEVEL AND SUBSCRIPTION AGREEMENT**

- 7.1. DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

Component	Description	Liquidated Damages
Delivery	The CONTRACTOR shall deliver the following Software Licenses & Platform with 1 Year Software Assurance within 15 calendar days from the issuance of Notice to Proceed (NTP) – Ready to integrate to ADRS and upload DBM actionable document.	One percent (1%) of the total contract price shall be deducted for every day of delay.
Technical Support	<p>The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in the form of a telephone call, electronic mail, and/or onsite support.</p> <p>The CONTRACTOR shall resolve every problem within six (6) hours after it was reported by DBM. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.</p>	One-tenth (1/10 <sup>th</sup> ) of one percent (1%) of the total contract price shall be deducted for every hour of delay.

- 7.2. The DBM shall have the right to blacklist the CONTRACTOR after twelve (12) instances of non-compliance to Section 4.4 at any given time during the contract period.

## **8.0 QUALIFICATION OF THE CONTRACTOR**

- 8.1. The contractor must have a proven track record in Information Technology, Software Development and Systems Integration for at least ten (10) years in the industry.
- 8.2. The contractor must be endorsed by the Blockchain Council of the Philippines.
- 8.3. The contractor must present a valid and current “Certificate of Resellership/ Distributorship” issued by the main provider of the blockchain solution.
- 8.4. The contractor shall have more than one (1) year of valuable professional certification for business applications per person.

## **9.0 CONFIDENTIALITY OF DATA**

- 9.1. All project personnel of the contractor shall be required to sign a Non-Disclosure Agreement (NDA).
- 9.2. The contractor agrees to hold Proprietary Information in strict confidence. The contractor furthermore agrees not to reproduce, translate or disclose the Proprietary Information to 3rd parties without the prior written approval of DBM.

## **10.0 WARRANTIES OF THE CONTRACTOR**

- 10.1. The contractor warrants that it shall conform strictly to the terms and conditions of this TOR.
- 10.2. The contractor warrants represent and undertake the reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to doing the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ DBM employees to work in any category whatsoever.
- 10.3. The contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The contractor undertakes to pay all fees or changes payable to any instrumentality of government or to any other duty constituted authority relating to the use or operation of the installation.
- 10.4. The contractor personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 10.5. The contractor shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.

10.6. The contractor shall be liable for loss, damage, or injury due directly or indirectly to the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.

10.7. The contractor shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

## **11.0 TERMS OF PAYMENT**

11.1. The CONTRACTOR shall be paid one time upon provision of licenses and platform of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).

11.2. Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:

- i. Sales Invoicing/Billings
- ii. Certificate of Acceptance issued by ICTSS Director
- iii. Non-Disclosure Agreement

11.3. No advance payment shall be made as provided for in Section 88 of Presidential Decree 1445.

## **12.0 PRE-TERMINATION OF CONTRACT**

12.1. The contractor for this project may be pre-terminated by the DBM for any violation of the terms of the contract. In the case of pre-termination, the contractor shall be informed by the DBM thirty (30) days prior to such pre-termination.

12.2. In the case of pre-termination, the contractor shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.

12.3. The DBM shall have the right to blacklist the contractor in case of pre-termination.

***Section VIII. Checklist of Technical and  
Financial Documents***



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184;

In cases wherein the Mayor's/Business permit is recently expired, please be reminded that the recently expired Mayor's/Business Permit, together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit, shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR of R.A. No. 9184.

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 Revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Schedule of Requirements, which may include production/delivery schedule, and/or warranty period requirements, if applicable; **and**
- (f) Conformity with the Technical Specifications, which may include manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to

sign the OSS and do acts to represent the Bidder.

Financial Documents

- (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.

**II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form.

**Statement of all Ongoing Government and Private Contracts  
Including Contracts Awarded but not yet Started**  
*[shall be submitted with the Bid]*

Business Name: \_\_\_\_\_

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

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Instructions:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bid) up to June 17, 2024.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).
- iv. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check **compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.**"

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that **“even contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed.** It is likewise good to clarify

that the requirement refers to a “statement” to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts.”

**Statement of Single Largest Completed Contract  
which is Similar in Nature**  
*[shall be submitted with the Bid]*

Business Name: \_\_\_\_\_

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

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance *	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Instructions:

- a. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that t is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to the following requirements:
  - i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; **OR**
  - ii. at least two (2) similar contracts:
    - (a) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; **AND**
    - (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- b. The SLCC should have been completed (i.e., accepted) within the period of **June 18, 2021 to June 17, 2024**.
- c. The similar contract for this Project shall refer to the supply, delivery, installation, configuration, and support of an enterprise system or a subscription to a cloud-based service solution. If the supply, delivery, installation, configuration, and support of an enterprise system or a subscription to a cloud-based service solution form part of a bigger contract, only the cost component of the supply, delivery, installation, configuration, and support of an enterprise system or a subscription to a cloud-based service solution shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC.
- d. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check **compliance of**

**the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.”**

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that **“even contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed.** It is likewise good to clarify that the requirement refers to a “statement” to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts.”

- \* Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder’s client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).

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

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

**BID SECURING DECLARATION**

**Project Identification No.: DBM-2024-57**

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines.

*[Select one of the two following paragraphs and delete the other]*

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until

\_\_\_\_\_ of Attorneys No.

\_\_\_\_\_  
PTR No. \_\_\_\_, [date issued], [place issued]

IBP No. \_\_\_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of \_\_\_\_\_.



## ***Omnibus Sworn Statement***

*[shall be submitted with the Bid]*

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

### **AFFIDAVIT**

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, procurement agent if engaged, 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, procurement agent if engaged, 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, procurement agent if engaged, 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*

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*,  
Philippines.

*[Select one of the two following paragraphs and delete the other]*

Affiant/s is/are personally known to me and was/were identified by me through competent  
evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no.  
\_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.

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

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**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : **DBM-2024-57**

*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 **Subscription to Immutable and Verifiable Attributes (Blockchain) for the Department of Budget and Management Action Document Releasing System (ADRS)** 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 details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

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.

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, 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: \_\_\_\_\_

**CONTRACT No. 2024-\_\_\_\_**  
**NAME OF PROJECT**

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**CONTRACT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the **DEPARTMENT OF BUDGET AND MANAGEMENT** of the Philippines (hereinafter called “the Entity”) of the one part and \_\_\_\_\_ of \_\_\_\_ City, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly \_\_\_\_\_, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ Pesos (P\_\_\_\_\_) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

3. In consideration for the sum of \_\_\_\_\_ (P \_\_\_\_\_) or such other sums as may be ascertained, \_\_\_\_\_ agrees to deliver the \_\_\_\_\_ in accordance with his/her/its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the DBM shall publish in its official website and social media platform the following post-award information:
  - (a) Project name;
  - (b) Approved budget for the contract;
  - (c) Contract period;
  - (d) Name of the winning bidder and its official business address;
  - (e) Amount of contract awarded;
  - (f) Date of award and acceptance; and
  - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

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

\_\_\_\_\_  
*Secretary*

*for:*

**DEPARTMENT OF BUDGET  
 AND MANAGEMENT**

\_\_\_\_\_  
*Authorized Representative*

*for:*

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
C I T Y O F M A N I L A ) S.S.

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 personally appeared the following:

NAME	VALID ID	VALID UNTIL
_____	DBM ID No. ____	
_____		

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the \_\_\_\_\_ was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_, 2024.

Doc. No \_\_\_\_\_;  
Page No \_\_\_\_\_;  
Book No \_\_\_\_\_;  
Series of 2024.



Republic of the Philippines



Government Procurement Policy Board