



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

# Procurement of GOODS

Cloud Infrastructure Subscription with  
Support and Maintenance for the  
Budget and Treasury Management  
System (BTMS)

Project ID No. **DBM-2025-16**

**Sixth Edition**  
**July 2020**

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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**  
**“Cloud Infrastructure Subscription with Support and Maintenance for the Budget and Treasury Management System (BTMS)”**

1. The Department of Budget and Management (DBM), through the FY 2025 General Appropriations Act and Multi-Year Contractual Authority No. MYCA-BMB-C-24-0000102, intends to apply the sum of **Two Hundred Forty Million Pesos (P240,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **“Cloud Infrastructure Subscription with Support and Maintenance for the Budget and Treasury Management System (BTMS)”** (Project ID No. **DBM-2025-16**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations 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 March 11, 2020 to March 10, 2025** 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 February 18, 2025 from the given address and website below and upon payment of a fee in the amount of Fifty Thousand Pesos (P50,000.00). 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 on February 25, 2025, 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, February 25, 2025, 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-Administrative Service (AS)-Central Records Division through manual submission at the office address indicated below on or before March 11, 2025, 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 March 11, 2025, 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>

*February 18, 2025*



**GERARDO E. MAULA**

*Chairperson, DBM-BAC*

A handwritten signature in black ink, appearing to be 'G. Maula', written over a circular stamp or mark.

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

## 1. Scope of Bid

The Procuring Entity, Department of Budget and Management, wishes to receive Bids for the “**Cloud Infrastructure Subscription with Support and Maintenance for the Budget and Treasury Management System (BTMS)**” with Project Identification No. *DBM-2025-16*.

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 2025 to FY 2027 in the amount of **Two Hundred Forty Million Pesos (P240,000,000.00), with the breakdown of ABC, as follows:**

FY 2025	Eighty Million Pesos (P80,000,000.00)
FY 2026	Eighty Million Pesos (P80,000,000.00)
FY 2027	Eighty Million Pesos (P80,000,000.00)

The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project.

- 2.2. The source of funding is the FY 2025 General Appropriations Act and through Multi-Year Contractual Authority No. MYCA-BMB-C-24-0000102.

## 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%)* of the ABC for this Project; **and**
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (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 February 25, 2025, 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, February 25, 2025, 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 March 11, 2020 to March 10, 2025**.
- 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 **July 9, 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one (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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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> <p style="padding-left: 40px;">refer to the supply, configuration, and maintenance of equipment, components, and/or services for a public or private cloud or hybrid cloud infrastructure, which may include deployment of related cloud infrastructure components and/or provision of end-to-end cloud, hybrid cloud solutions. If the supply, configuration, maintenance of equipment, components, and/or services for a public or private cloud or hybrid cloud infrastructure, which may include deployment of related cloud infrastructure components and/or provision of end-to-end cloud, hybrid cloud solutions form part of a bigger contract, only the cost component of the same shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC; and</p> <p style="padding-left: 40px;">a. have been completed <b>within the period of March 11, 2020 to March 10, 2025.</b></p>
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> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(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.</p>
12	<p>The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Bidders are advised to provide bid prices with exact values. During the conduct of bid evaluation, only the total calculated bid price shall be rounded off to the nearest hundredths [two (2) decimal places].</p>

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than P4,800,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than P12,000,000.00, if bid security is in Surety Bond.</li> </ol>
15	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope 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> <ol 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> </ol> <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. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following: <ol style="list-style-type: none"> <li>i. 2023 Income Tax Return with proof of payment; and</li> <li>ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from August 2024 to January 2025.</li> </ol> </li> </ol>

2. 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.

The bidder with the LCB is likewise requested to present the following documents during post-qualification:

1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following:
  - 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%]).
2. The corresponding proof/s of completion, which could either be:
  - i. Certificate/s of Final Acceptance/Completion from the bidder's client/s; or
  - ii. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s.
3. Certification and/or equivalent document that the contractor is an authorized partner/distributor of the Amazon Web Services (AWS).
4. Copy of Certificate for each of the following Certified Professionals (each Certification must belong to a separate professional):
  - i. One (1) Certified AWS Solutions Architect – Associate;
  - ii. Two (2) Certified AWS Cloud Practitioners; and
  - iii. One (1) Certified Cloud Security Professional (CCSP) or Certified Information Systems Security Professional (CISSP)

**Additional Conditions:**

\* 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.

\*\* 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

	<p>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.</p> <p>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 unmarked papers and will be folded and placed in a container.</p> <p>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.</p>
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## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the 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	<p>The terms of payment shall be in accordance with item 12 of Annex “A” (Detailed Technical Specifications).</p> <p>Pursuant to the Bureau of Internal Revenue Regulation No. 017-2024 dated September 17, 2024, the Supplier shall present their valid and updated Tax Clearance Certificate to the End-user Unit, prior to the final payment of the contract. Failure to present a valid and updated Tax Clearance shall entitle the DBM to suspend the final payment due to the Supplier.</p>
4	<p>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.</p>

## ***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>
1	<b>Supply, Delivery, Installation, and Configuration of Cloud Infra Subscription</b> , in accordance with Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	Within ninety (90) calendar days upon receipt of the Notice to Proceed (NTP)
2	<b>Provision of Cloud Subscription and Technical Services</b> , in accordance with Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	Shall run for thirty-six (36) months from the installation and configuration of the Cloud Infra
3	<b>Inception Report</b> , in accordance with Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	Within thirty (30) calendar days upon receipt of the NTP
4	<b>Availability or assignment of technical support resources</b> in accordance with Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	Fifteen (15) calendar days upon receipt of the NTP
5	<b>Provision of the proposed service credits’ terms and conditions</b> in accordance with Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	Fifteen (15) calendar days upon receipt of the NTP

**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. Scope of Work and Deliverables</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 5)</i>	
<b>II. Timeline for the Project Engagement</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 6)</i>	
<b>III. Technical Qualification Requirements</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 7)</i>	
<b>IV. Service Level Agreement</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 8)</i>	
<b>V. Obligations of the Contractor</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 9)</i>	
<b>VI. Obligations of the Procuring Entity</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 10)</i>	
<b>VII. Data Sovereignty</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 11)</i>	
<b>VIII. Confidentiality of Data</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 12)</i>	
<b>IX. Terms of Payment</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 13)</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. PROJECT TITLE

Cloud Infrastructure Subscription with Support and Maintenance for the Budget and Treasury Management System (BTMS)

### 2. OVERVIEW

The project aims to provide a *cloud environment solution* for the Department of Budget and Management (DBM) to be used for the BTMS. This solution will be critical in ensuring business continuity of the day-to-day IT operations of the Department and its Bureaus/Services/Offices (BSOs).

The BTMS is an integrated, web-based information management system that will replace the existing budget management, execution, accounting, and reporting systems initially used by the DBM and the Bureau of the Treasury (BTr) under the Department of Finance (DOF) for budget execution and accountability.

### 3. OBJECTIVES OF THE PROJECT

The project aims to:

- 3.1. Procure and subscribe to an *Infrastructure as a Service (IaaS)* provider for the DBM through a secure public cloud platform;
- 3.2. Migrate the existing BTMS cloud-hosted servers to a secure public cloud platform; and
- 3.3. Procure technical support services for the deployment and configuration of the cloud environment set forth by DBM for its IT environment and/or systems.

The Cloud Infrastructure Subscription with Support and Maintenance for BTMS will maintain the performance and functionality of and ensure compatibility with the existing fleet and equipment. Hence, reference to brand names is deemed authorized consistent with Section 18 of the 2016 Revised IRR of RA 9184 which provides that, “[r]eference to brand names shall not be allowed **except for items or parts that are compatible with the existing fleet of equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment**”. (emphasis supplied)

### 4. DURATION OF CONTRACT

The subscription period for this project shall run for thirty-six (36) months from the acceptance of the installation and configuration of the Cloud Infra.

### 5. SCOPE OF WORK AND DELIVERABLES

The contractor shall deliver/fulfill the following:

- 5.1 Subscription to Amazon Web Services (AWS) Cloud for the DBM.

- 5.2 Configuration and migration of the existing *BTMS Cloud* to the *AWS Cloud of DBM* for the duration of the contract.
- 5.3 Provision, configuration, support, and maintenance of DBM AWS services based on the BTMS sizing requirement for the environment in scope as detailed in **Attachment 1**.<sup>1</sup>
- 5.4 Migration of the specified DBM workloads to the DBM's AWS environment to be provided by the DBM during project implementation and to configure, maintain, and provide technical support in accordance with the industry's best practices.
- 5.5 Setup and provision of an AWS account for the DBM which shall include the following services, among others:
  - 5.1.1. Migration of the various database and application servers
  - 5.1.2. Migration of domain records and retention of the existing domain name of DBM
  - 5.1.3. Configuration of and provision of technical support to the dedicated site-to-site VPN between DBM's AWS environment and DBM Data Center required resources
  - 5.1.4. Segregation, isolation, and provision of security of the different network subnets
  - 5.1.5. Provision of allowance for data ingress/egress
  - 5.1.6. Provision of identities and policies for the Identity and Access Management for the AWS environment
  - 5.1.7. Provision of technical support for the integration with existing DBM in-house applications
  - 5.1.8. Provision of load balancing
  - 5.1.9. Provision of an Intrusion Detection and Prevention System
  - 5.1.10. Provision of an Endpoint Detection and Response System
  - 5.1.11. Provision of a Firewall
  - 5.1.12. Resource monitoring
- 5.5. Provision, configuration, technical support, and maintenance of technology and services consistent with the cloud services technical requirements detailed in **Attachment 2**.<sup>2</sup>
- 5.6. Provision of a dashboard interface for cloud administrators which shall provide the overall view of the size and status of the subscribed cloud environment including but not limited to performance-monitoring capabilities of the processor, memory, disk usage, and network utilization.
- 5.7. Provision of a Professional and Technical Support Services for the BTMS Cloud Infrastructure Subscription, as provided in **Attachment 3**.<sup>3</sup>

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<sup>1</sup> *BTMS Sizing Requirements based on Rollout Strategy*

<sup>2</sup> *Cloud Services Technical Requirement Specifications*

<sup>3</sup> *Professional and Technical Support Services*

## 6. TIMELINE FOR THE PROJECT ENGAGEMENT

Item	Description	Delivery Schedule
1	Supply, Delivery, Installation, and Configuration of Cloud Infra Subscription	Within ninety (90) calendar days upon receipt of the NTP
2	Provision of Cloud Subscription and Technical Services	Shall run for thirty-six (36) months from the installation and configuration of the Cloud Infra
3	Inception Report which includes details of the project planning framework, communications, reporting, procedural and contractual activities and weekly status reports	Within thirty (30) calendar days upon receipt of the NTP
4	Availability or assignment of technical support resources	Fifteen (15) calendar days upon receipt of the NTP
5	Provision of the proposed service credits' terms and conditions	Fifteen (15) calendar days upon receipt of the NTP

## 7. TECHNICAL QUALIFICATION REQUIREMENTS

The Contractor must adhere to the following qualifications:

- 7.1. The contractor must be an authorized partner of AWS. The corresponding documentation shall be submitted during post-qualification.
- 7.2. The AWS account ownership and its related services shall belong to the DBM. The Access rights may be given to third party vendor/s, as deemed necessary and upon approval of the DBM, to perform any services related to the project. However, the DBM retains the authority to revoke these access rights from the root account at any time and may reassign them to another vendor as needed.
- 7.3. The AWS environment must be deployed in at least two (2) availability zones (AZs) in the Singapore Region and must be capable to be deployed in other ASEAN regions.
- 7.4. The contractor must not have access to DBM Content on their virtual machines. There must be no technical means or APIs available for the personnel of the contractor to read, copy, extract, modify, or access in any other means DBM content from a cloud virtual machine or encrypted volume attached to the virtual machine.

7.5. The contractor must have the following Certified Professionals, with each certification represented by a different individual who will handle DBM requests and activities:

- 7.5.1. One (1) Certified AWS Solutions Architect – Associate;
- 7.5.2. Two (2) Certified AWS Cloud Practitioners; and
- 7.5.3. One (1) Certified Cloud Security Professional (CCSP) or Certified Information Systems Security Professional (CISSP).

7.6. The contractor must provide one (1) dedicated instructor of the chosen cloud services provider to supervise the knowledge transfer and training. Accordingly, said instructor must meet the following minimum qualification requirements:

- 7.6.1. Must have completed at least Bachelor’s Degree in Computer Engineering or Computer Science supported by College Diploma or Transcript of Record;
- 7.6.2. Must have at least two (2) years of relevant experience in cloud computing, information technology or ICT infrastructure management supported by Certification of Projects Completed, Certificate of Employment, or Curriculum Vitae; and
- 7.6.3. Must have completed at least one (1) training on cloud computing or information technology supported by Training Certificate(s)

The contractor must provide the appropriate certifications and documentary requirements of the Certified Professionals and dedicated instructor within the project implementation.

## **8. SERVICE LEVEL AGREEMENT**

The Cloud Environment system shall be subject to the following Service Level Agreements (SLAs):

### **8.1. Service Credit**

- 8.1.1. The service credit refers to a percentage of the total AWS cloud provider credits added to the applicable annual billing cycle of the DBM in case that the AWS cloud environment platform services fail to meet the standard monthly uptime percentage. The determination of the amount of service credit shall follow the corresponding monthly uptime percentage:

<b>Monthly Uptime Percentage</b>	<b>Service Credit Percentage</b>
Equal to or greater than 99.0% but less than 99.5%	10% of the total
Equal to or greater than 95.0% but less than 99.0%	30%
Less than 95.0%	100%

8.1.2. The service provider shall provide monthly reports on the monthly uptime percentage subject to the validation of the DBM.

8.1.3. The service provider shall submit the proposed service credits' terms and conditions (15) calendar days upon receipt of the NTP, subject to the approval of the DBM.

## 8.2. Liquidated Damages

8.2.1. Service Level targets or Key Performance Indicators (KPIs) shall be observed monthly within the duration of the contract. Any changes thereof shall be agreed upon with the selected vendor based on standard industry measurements based on a quarterly review.

Service Measure	Measurement	Stabilization	Steady State	Measurement Method
Availability of Service Desk – 24x7x365	Monthly Average	99.99%	99.99%	Call Platform Uptime / Resource Access Availability
Speed to Answer – 30 seconds or less	Monthly Average	80%	99%	ACD Statistics
Email Response – 1 hour or less	Monthly Average	80%	99%	ITSM Platform
Self-service Response Time – 15 minutes or less	Monthly Average	80%	99%	ITSM Platform
First Contact Resolution	Monthly Average	60%	80%	ACD Statistics / ITSM Platform
Incident Assignment – 15 mins or less	Monthly Average	70%	90%	ITSM Platform
Customer Satisfaction	Monthly Average	60%	80%	Customer Satisfaction (CSAT) Surveys

8.2.2. Failure to deliver the technical support services according to the above service level targets and requirements set by the DBM shall be subject to liquidated damages equivalent to the following, pursuant to Section 68 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184:

Service Measure	Liquidated damages
Availability of Service Desk – 24x7x365	1/10th of 1% of the monthly equivalent of the quarterly payment shall be imposed per day of delay

Speed to Answer – 30 seconds or less	1/10th of 1% of the monthly equivalent of the quarterly payment shall be imposed per 30 seconds of delay
Email Response – 1 hour or less	1/10th of 1% of the monthly equivalent of the quarterly payment shall be imposed per day of delay
Self-service Response Time – 15 minutes or less	1/10th of 1% of the monthly equivalent of the quarterly payment shall be imposed per minute of delay
First Contact Resolution	1/10th of 1% of the monthly equivalent of the quarterly payment shall be imposed per day of delay
Incident Assignment – 15 mins or less	1/10th of 1% of the monthly equivalent of the quarterly payment shall be imposed per minute of delay
Customer Satisfaction	1/10th of 1% of the monthly equivalent of the quarterly payment shall be imposed per day of delay

## 9. OBLIGATIONS OF THE CONTRACTOR

- 9.1. The contractor shall strictly conform with the terms and conditions stipulated in the Detailed Technical Specifications and report directly to the Office of the Functional Group Head of the ICT Group / Chief Information Officer (OCIO) of DBM.
- 9.2. The contractor must provide incident management with respect to the DBM's Operational Standards.
- 9.3. The contractor must provide post-implementation technical support to and observe regular maintenance of the DBM's Cloud environment to minimize unplanned interruptions to services by way of regular reviews.
- 9.4. The contractor shall inform the DBM in writing of any circumstances that may cause delays in execution and/or fulfillment of the contract.
- 9.5. The contractor shall inform the DBM in writing of any possible need for extension of the duration of the services and its corresponding commercial implications, subject to applicable procurement, budgeting, accounting, and auditing laws rules and regulations
- 9.6. As part of project management, the contractor shall provide a timeline of the services to be performed, in accordance with the planned activities for the project.
- 9.7. The contractor shall provide a signoff document<sup>1</sup> to the DBM once certain activities and/or scopes of the contract has been completed by the supplier.
- 9.8. The cloud service provider (CSP), as the core component of this solution, should adhere to the Service Level Agreement and should be subject to the CSP Shared

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<sup>1</sup> Shall serve as basis for the issuance of partial and final certificate of acceptance by the DBM.



Responsibility Model. The shared responsibility must at minimum include the following particulars:

Responsible	Particulars			
Customer Responsibility for Security 'IN' the CLOUD	Customer Data			
	Platform, Applications, Identity & Access Management			
	Operating System, Network & Firewall Configuration			
	Client-Side Data Encryption & Data Integrity Authentication	Server-side Encryption (File System and/or Data)	Networking Traffic Protection (Encryption, Integrity, Identity)	
CSP Responsibility for security 'OF' the CLOUD	Software			
	Compute	Storage	Database	Networking
	Hardware/AWS Global Infrastructure			
	Regions	Availability	Edge Locations	

- 9.9. Assignment of a Single Point of Contact (SPOC) within the Contractor's team who will serve as the primary point of contact for any concerns and/or inquiries on the execution of the professional and technical support services.
- 9.10. Maintenance of a satisfactory level of performance throughout the term of the contract based on the prescribed set of performance criteria, which include, but not limited to the: (i) quality of service delivered; (ii) ability to meet defined Service Levels/Key Performance Indicators (KPIs); (iii) ability to contract administration and management; and (iv) compliance with the required regular performance reports.

## 10. OBLIGATIONS OF THE PROCURING ENTITY

- 10.1. The DBM shall provide the necessary resources for the professional and technical support personnel to be deployed for the project, which shall include internet connection, utilities, office access, repository access, admin access, and database access as may be necessary to perform the deliverables of the project.
- 10.2. The DBM shall be responsible for regular activities involving the use of the agile methodology approach such as scrum, daily huddles, and sprint planning to ensure timely and quality accomplishment of the project deliverables.
- 10.3. The DBM shall orient the contractor on the DBM's policies, procedures, and work assignment.
- 10.4. The DBM shall grant the necessary access roles and levels to the contractor as part of the fulfillment of the defined scope of work to be provided by the contractor.
- 10.5. The DBM shall assign its SPOC which shall act as the primary point of contact to address any issues related to the scope of work during the implementation of the project.

- 10.6. DBM may opt to extend the engagement, as necessary, subject to RA No. 9184 and its revised IRR, which shall be done through a formal request to be issued at least thirty (30) calendar days prior to end of the contract.
- 10.7. The AWS environment to be used and configured by the contractor's team shall be under the ownership model of a technical support service provision.
- 10.8. The DBM will be responsible for actions of their systems specifically for the applications and databases used and utilized within their environment, and by its users, respectively.
- 10.9. DBM will be responsible for the development and/or troubleshooting of the components outside the contractor's scope of work.
- 10.10. Any incidents that may happen during the duration of the contract shall be resolved by the operational team of DBM with support from the contractor in cases where the incident is within the contractor's scope of work.
- 10.11. The DBM shall be responsible for all license subscriptions outside the scope of work that will be used in this engagement such as, but not limited to, application-specific licenses.

## **11. DATA SOVEREIGNTY**

- 11.1. DBM subject to conditions prescribed by the Law of the Republic of the Philippines with regards to data residency and sovereignty laws, retains control and ownership of all data stored or processed during the subscription period.
- 11.2. All DBM Data stored in the contractor's system shall be the sole property of the DBM. This data can be retrieved anytime upon request of the DBM and has the sole right and authority to copy, move, delete, or transfer it to other locations.
- 11.3. Except as otherwise permitted under Philippine law, no data shall be subject to foreign laws, or be accessible to other countries, regardless of the system used, the nationality of the contractor, or the data's place of storage, processing, or transmission. No rights appurtenant to such data shall be deemed transferred or assigned by virtue of the storage, processing, or transmission thereof by the contractor.
- 11.4. The contractor must agree and ensure that the data stored in the proposed location will remain within it and will not be transferred without the knowledge and permission of the DBM.

## **12. CONFIDENTIALITY OF DATA**

- 12.1. The contractor shall be required to sign a Non-Disclosure Agreement (NDA) to be provided by the DBM and signed by the contractor within ninety (90) calendar days upon receipt of the Notice to Proceed.
- 12.2. The DBM Enterprise Network System, its components, parts, and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are considered strictly confidential.

- 12.3. The contractor agrees to hold all the foregoing information in strict confidence. The contractor further agrees not to reproduce or disclose any confidential information to third parties without prior written approval of the DBM.

### **13. TERMS OF PAYMENT**

- 13.1. Payment shall be made in accordance with the schedule reflected in **Attachment 4** (Schedule of Payment), subject to the satisfactory accomplishment of the project deliverables and complete submission of the following documentary requirements:

**13.1.1. Document for the initial payment:**

- 13.1.1.1. Non-Disclosure Agreement (NDA);
- 13.1.1.2. Valid and updated Tax Clearance Certificate;
- 13.1.1.3. Sales Invoice / Billing Statement; and
- 13.1.1.4. Partial Certificate of Acceptance issued by the Undersecretary for Information and Communications Technology (ICT) Group.

**13.1.2. Document for final payment:**

- 13.1.2.1. Valid and updated Tax Clearance Certificate;
- 13.1.2.2. Non-Disclosure Agreement (NDA);
- 13.1.2.3. Sales Invoice / Billing Statement; and
- 13.1.2.4. Certificate of Acceptance issued by the Undersecretary for Information and Communications Technology (ICT) Group.

**ATTACHMENT 1**  
**BTMS SIZING REQUIREMENTS BASED ON ROLLOUT STRATEGY**

Particular	Description		
<u>Year</u>	<u>1</u>	<u>2</u>	<u>3</u>
<b>Host Type</b>	<b>App Server (Production)</b>		
Number of VMs	2	7	8
Total vCPU per Server	64	64	64
Total vRAM per Server	256 GiB	256 GiB	256 GiB
Total Storage per Server	300 GiB	300 GiB	300 GiB
<b>Host Type</b>	<b>App Server (Non-Production)</b>		
Number of VMs	4	4	4
Total vCPU per Server	64	64	64
Total vRAM per Server	256 GiB	256 GiB	256 GiB
Total Storage per Server	300 GiB	200 GiB	200 GiB
<b>Host Type</b>	<b>Database Server (Production)</b>		
Number of RDS	1	1	1
Total vCPU per Server	64	64	64
Total vRAM per Server	256 GiB	256 GiB	256 GiB
Total Storage per Server	1500 GiB	1500 GiB	1500 GiB
Backup Storage	2000 GiB	2000 GiB	2000 GiB
<b>Host Type</b>	<b>Database Server (Non-Production)</b>		
Number of RDS	1	1	1
Total vCPU per Server	48	48	48
Total vRAM per Server	192 GiB	192 GiB	192 GiB
Total Storage per Server	750 GiB	750 GiB	750 GiB

Backup Storage	1500 GiB	1500 GiB	1500 GiB
<b>Object Storage</b>	750 GiB / month storage and transfer		
<b>IP Addresses</b>	Public and Private (with capability to be static)		
<b>Security</b>	<ul style="list-style-type: none"> <li>● Identity Access Management</li> <li>● Network Firewall</li> <li>● Threat Detection and Monitoring</li> <li>● Intrusion Detection and Prevention System (IDS/IPS)</li> <li>● Web Application Firewall</li> </ul>		
<b>Network</b>	<ul style="list-style-type: none"> <li>● 4 site-to-site VPN connections</li> <li>● 5TB of Network Ingress/Egress per month</li> <li>● Load Balancer of at a minimum of 500 Megabits per second (Mbps) bandwidth 24x7.</li> <li>● Managed NAT service deployed in multiple AZs</li> </ul>		
<b>Operating System</b>	Windows Server 2022		
<b>Database Server</b>	MS-SQL Server Enterprise in High Availability (prod) MS-SQL Server Standard (non-prod)		
<b>DNS Server</b>	Must retain the existing domain name used by the DBM.		
<b>Region<sup>1</sup></b>	Production Environment/Instances – Must run in the Singapore region in at least two (2) AZs Development Environment/Instances – Must run in the Singapore region in at least one (1) AZ		
<b>Credits</b>	<p>The contractor must provide Php 150,000,000.00 worth of cloud provider credits to the DBM for the operation of the infrastructure covering thirty-six (36) months or three (3) years.</p> <p>The DBM may use the said credits as they see fit until the same are fully consumed.</p> <p>The contractor must submit monthly utilization reports to DBM.</p>		

***Note:** Quantities stated above are indicative only and may increase or decrease based on actual requirements during contract implementation. The contractor shall inform DBM when 80% of the budgeted credits have been consumed. Accordingly, additional procurement*

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<sup>1</sup> Consistent with DICT Department Circular 010 dated 02 June 2020

*activities may be conducted in the event that the total credit utilization exceeds the forecasted baselines, as necessary and in accordance with applicable procurement guidelines, laws, rules, and regulations.*

## **ATTACHMENT 2**

### **CLOUD SERVICES TECHNICAL REQUIREMENT SPECIFICATIONS**

#### **1. GENERAL SECURITY REQUIREMENT**

- 1.1 The proposed cloud solution should meet international security standards and should comply with all relevant Philippine laws, rules and regulations.
- 1.2 The proposed cloud solution must provide an isolated network virtualization to reduce the risk of attack exploits on the cloud hypervisor.
- 1.3 The proposed cloud solution must have a native network firewall to secure the public-facing web servers.
- 1.4 The proposed cloud solution must enable least-privilege access to reduce the risk of overly permissioned users or applications.
- 1.5 The proposed cloud solution should be able to identify, monitor, and remediate threats, issues, and inconsistencies across all resources in the Amazon Web Services (AWS) subscribed environment.
- 1.6 The proposed solution must provide the appropriate licenses with Extended Detection and Response (XDR) capabilities for both the integrated on-premises servers/systems and the cloud infrastructure resources.
- 1.7 The proposed solution must be able to provide a web-based single management console for both on-premises and cloud servers.
- 1.8 The proposed solution must provide a layered defense against advanced attacks and provide protection against known and unknown vulnerabilities in the web, enterprise applications, and operating systems.
- 1.9 The proposed solution must be able to support web reputation to prevent access to malicious websites.
- 1.10 The proposed solution must be able to support Docker hosts and containers running on Windows and different Linux distributions.
- 1.11 The proposed solution must be able to support legacy operating systems.
- 1.12 The solution must be able to support integrations to an on-premise datacenter, hybrid datacenter, or other cloud providers such as Google Cloud and Microsoft Azure.
- 1.13 The solution must monitor inter-VM traffic and workload instances.
- 1.14 The proposed solution must be able to protect a wide range of platforms: Windows, different Linux distributions, Solaris, HP-UX, AIX, VMware, Citrix, Hyper-V, Amazon EC2, Azure VM.
- 1.15 The proposed solution must be able to provide multiple layers of security within a single agent such as:
  - 1.15.1 Host-Based Intrusion Prevention
  - 1.15.2 File-Integrity Monitoring
  - 1.15.3 Behavioral Analysis
  - 1.15.4 Vulnerability Scanning

- 1.15.5 Host-based Firewall
  - 1.15.6 Application Control
  - 1.15.7 Log Inspection
  - 1.15.8 Anti-malware
  - 1.15.9 Web Reputation
  - 1.15.10 Sandboxing Analysis
- 1.16 The proposed solution must have a predictive machine learning capability to protect against unknown malwares.
  - 1.17 The proposed solution must have behavioral monitoring to protect against malicious scripts and applications.
  - 1.18 The proposed solution must have the capability to receive hash code from the virtual analyzer to block unknown malwares.

## **2. INTRUSION DETECTION AND PREVENTION SYSTEM**

- 2.1 The proposed solution must be able to provide Host Intrusion Prevention System (HIPS)/ Host Intrusion Detection System (HIDS) features.
- 2.2 The proposed Solution must be able to provide HIPS/HIDS for containers.
- 2.3 The proposed solution must be able to provide a high-performance deep packet inspection engine that examines all incoming and outgoing traffic for protocol deviations, contents that signal an attack, and policy violations.
- 2.4 The proposed solution must be able to operate in detection or prevention mode to protect operating systems and enterprise applications against vulnerabilities.
- 2.5 The proposed solution must be able to provide protection against known and zero-day attacks.
- 2.6 The proposed solution must be able to push protection policies without the need for a system reboot.
- 2.7 The proposed solution must be able to provide zero-day protection from unknown exploits that attack an unknown vulnerability, by detecting unusual protocol data containing a malicious code.

## **3. VIRTUAL PATCHING**

- 3.1 The proposed solution must be able to provide a virtual patching that shields and protects vulnerable systems while waiting for a permanent security patch.
- 3.2 The proposed solution must be able to provide a virtual patch within an hour and push out the protection to thousands of VMs within minutes without disrupting normal operations.
- 3.3 The proposed solution must have vulnerability rules to shield known vulnerabilities from an unlimited number of exploits and automatically shield newly-discovered vulnerabilities within an hour.
- 3.4 The proposed solution must have the intelligence to provide recommended virtual patching rules to protect the Operating Systems (OSes) and applications.



#### **4. INTEGRITY MONITORING**

- 4.1 The proposed solution must be able to monitor critical OS and application files such as directories, registry keys and values to detect and report malicious and unexpected changes in real-time.
- 4.2 The proposed solution must be able to provide alerts when unauthorized changes occur.
- 4.3 The proposed solution must be able to provide recommendation scans and baseline scanning.

#### **5. HOST-BASED FIREWALL**

- 5.1 The proposed solution must be able to provide an enterprise-grade, bi-directional stateful firewall providing a centralized management of firewall policy including the predefined templates such as:
  - 5.1.1 Virtual machine isolation;
  - 5.1.2 Fine-grained filtering of Internet Protocol (IP) and Media Access Control (MAC) addresses and ports;
  - 5.1.3 Coverage of all IP-based protocols and all frame type;
  - 5.1.4 Prevention of denial of service (DoS) attack;
  - 5.1.5 Design policies per network interface; and
  - 5.1.6 Detection of reconnaissance scans.

#### **6. APPLICATION CONTROL MODULES**

- 6.1 The proposed solution must be able to monitor changes made to the server compared to baseline software.
- 6.2 The proposed solution must be able to allow or block software and optionally lock down the server from an unauthorized change.
- 6.3 The proposed solution must be able to provide a maintenance mode that will allow installation of software and changes in the OS.
- 6.4 The proposed solution must be able to provide alerts in the console when there are unauthorized scripts running in the application.

#### **7. LOG INSPECTION**

- 7.1 The proposed solution must be able to provide the capability to inspect logs and events generated by OSes and applications.
- 7.2 The proposed solution must be able to automatically recommend and unassign log inspection rules that are not required.
- 7.3 The proposed solution must be able to provide a predefined template for OSes and enterprise applications to avoid manual creation of the rules.
- 7.4 The proposed solution must be able to create a customized rule to support custom applications.

- 7.5 The proposed solution must use a single console when managing and viewing alerts of VMs and Containers.

## **8. SECURITY MANAGEMENT CONSOLE**

- 8.1 The proposed solution shall be able to integrate into a Security Information and Event Management (SIEM) and Active Directory.
- 8.2 The proposed solution shall be able to manage both on-premises and cloud agents.
- 8.3 The proposed solution shall have the capability to display multiple information in the dashboard.
- 8.4 The proposed solution shall have a web-based management system for administrators.
- 8.5 The proposed solution shall be able to support Windows or Linux Management Server.
- 8.6 The proposed solution shall be able to provide alerts on the main menu to view notifications concerning system or security events.
- 8.7 The proposed solution shall be able to provide firewall events to view activities on the systems such as dropped or logged packets.

## **9. CLOUD SECURITY MANAGEMENT**

- 9.1 The proposed solution must be able to install a security agent through user data and deployment script.
- 9.2 The proposed solution must be able to apply a security policy automatically after installing the agent.
- 9.3 The proposed solution must be able to integrate the security agent into the image and WorkSpaces bundle.
- 9.4 The proposed solution must be able to support auto-scaling to automatically protect new instances.

## **10. INTEGRATION**

- 10.1 Provide remote management to the cloud-hosted servers using native functionality within the cloud contractor.
- 10.2 Ensure that in-house applications such as the BTMS are operational upon the application migration.

## **11. TRAINING**

- 11.1 The contractor must provide AWS Solutions Architect – Associate and Cloud Technical Essentials Learning Path for fifteen (15) nominated technical personnel resources.
- 11.2 The contractor must provide access to an online, self-paced, training platform for cloud enablement, including cloud development, architecting, operations, and security.

- 11.3 The platform must be the official online learning platform of AWS.
- 11.4 The hands-on training shall be conducted at no additional cost to the DBM.
- 11.5 The learning courses must be certified as official by AWS.
- 11.6 The learning courses must be delivered synchronously and face-to-face with an AWS' affiliated training partner.

## **12. ENTERPRISE INFRASTRUCTURE AUTOMATION PLATFORM**

- 12.1 Must be able to manage physical / VMs, and network / security devices regardless of where they are deployed on-premise or virtualized, in the cloud.
- 12.2 Must be able to connect to central repositories such as Github, Bitbucket, etc.
- 12.3 Must have the capability to use Role-based access control.
- 12.4 Can be deployed in a VM or container using Windows/Linux.
- 12.5 Must be able to automate IT infrastructure devices without the use of agents
- 12.6 Must be able to connect to IT Infrastructure devices through the use of industry standard protocols such as Secure Socket Shell (SSH), Windows Remote Management (WinRM), Network Configuration Protocol (NETCONF), and Representational State Transfer Application Programming Interface (REST API).
- 12.7 Must be able to integrate with common IT tools that enable workflows, ticketing, identity management, etc.
- 12.8 Must automate manual tasks by describing the desired ideal state for the IT Infrastructure device.
- 12.9 Must be able to abort the execution of automation tasks if they have already been carried out against the IT infrastructure devices.
- 12.10 Must be able to integrate with a solution that provides a dashboard that shows information on potential issues and solutions for the Automation Platform, overview of the state of the automation operations, and a view on how much time has been saved using automation.
- 12.11 Must be able to provide a self-service capability that would abstract complexity from non-users.
- 12.12 Must be able to provide a job scheduling capability that would allow the administrators to schedule automation tasks, as well as divide the job into batches.

**ATTACHMENT 3**  
**PROFESSIONAL AND TECHNICAL SUPPORT SERVICES REQUIREMENT**

**1. PROVISION, MIGRATION AND CONFIGURATION FOR DBM CLOUD HOSTING**

- 1.1. The scope of the deployment and configuration of the AWS environment shall be the following:

Specification	Description
Provision, Migration and Configuration for DBM Cloud Hosting	<p>To migrate the specified DBM workloads on the provided Cloud Environment Subscription and configure the same according to the following:</p> <ul style="list-style-type: none"> <li>• Setup, provision, and configuration of Cloud Environment account for the DBM</li> <li>• Transfer of Cloud Subscription from the BTMS Vendor</li> <li>• Migration of domain records and retention of existing domain name of the DBM</li> <li>• Allowance for data ingress/egress</li> <li>• Provision of identities and policies for Identity and Access Management</li> <li>• Provision of load balancing</li> <li>• Provision of an Intrusion Prevention System</li> <li>• Provision of an Endpoint Detection and Response System</li> <li>• Provision of a Firewall</li> <li>• Conduct of Resource monitoring</li> </ul>

- 1.2. The estimated schedule of deployment for this engagement should be within (90) calendar days upon receipt of the NTP and will be delivered in a mutually agreed manner.
- 1.3. The contractor shall submit a Project Management Plan based on approval of the Inception Reports, which shall provide a framework for project planning, communications, reporting, procedural and contractual activities. Weekly status reports shall be submitted accordingly.
- 1.4. The contractor must submit the following requirements:
- 1.4.1. Project Charter at a minimum that shall show the initial project plan, schedules, and communications plans
- 1.4.2. Migration Plan Document that shall include but not limited to the following:
- 1.4.2.1. Virtual Machines Assessment
- 1.4.2.2. Migration Schedule
- 1.4.2.3. Recommendation Plans
- 1.4.3. Any other requirements as deemed necessary for the operation of the BTMS application, as instructed by the DBM-Office of the Chief Information Officer

## 2. TECHNICAL SUPPORT SERVICES

The contractor shall provide the following:

- 2.1. Deployment of personnel for the Project should either be on-site or off-site, as may be required by the DBM. All Level 1 (L1) and Level 2 (L2) personnel shall provide sixteen hours for three hundred sixty-five days (16x365) support coverage.
- 2.2. Equipment, such as laptops and other peripherals, should be provided by the contractor.
- 2.3. Availability or assignment of technical support resources should be within fifteen (15) calendar days after the receipt of the NTP.
- 2.4. Replacement of personnel due to resignation or separation from the firm should be done immediately so as not to cause any disruptions in the project implementation.
- 2.5. The Technical Support Services shall provide a tool to track, correlate, and provide reporting and dashboard capabilities for all issues, concerns, and/or incidents.
- 2.6. The Technical Support Services shall coordinate and/or collaborate with any future process enhancements which may include centralizing the L1 services.
- 2.7. The Technical Support Services must provide a support team consisting at a minimum of the following roles:
  - 2.7.1. Service Delivery Manager
  - 2.7.2. Technical Lead
  - 2.7.3. Change Management Specialist
  - 2.7.4. Technical Document Analyst
- 2.8. The following **IT Service Management (ITSM)** shall include the following subset of Services:
  - 2.8.1. Incident Management
  - 2.8.2. Service Request Management
  - 2.8.3. Problem Management
  - 2.8.4. Knowledge Management
  - 2.8.5. Asset Inventory Management
- 2.9. **L1 Service Desk** shall include the subset of the following services:
  - 2.9.1. L1 Support coverage of 16x7
  - 2.9.2. Provide at least three (3) Full Time Equivalents (FTEs) available during the support coverage.
  - 2.9.3. To be able to service calls, a 24x7 Customer Portal, dedicated support phone number, and support email shall be provided to enable customers to log services calls through these three (3) methods.
  - 2.9.4. Triage and resolution of incidents and service requests for in-scope services.
  - 2.9.5. Remote User Support.
  - 2.9.6. Provide Level 1 BTMS Application support.
  - 2.9.7. Management and logging of all in-scope service calls until resolution, including evaluating their urgency, impact and priority.

- 2.9.8. Responding to and invoking DBM's Incident Response process as required.
  - 2.9.9. Acting as the single point of contact to receive updates on active tickets.
  - 2.9.10. Managing escalations as required.
  - 2.9.11. Conduct of proactive performance monitoring
  - 2.9.12. Conduct of service availability monitoring
  - 2.9.13. Preparation of call handling workflow.
  - 2.9.14. Facilitation of ticket handling and reassignment.
  - 2.9.15. Liaising with AWS for any related concerns or incidents
  - 2.9.16. Managing of escalations as required.
- 2.10. **Level 2 Support** shall include the subset of the following services:
- 2.10.1. Provision of L2 Support coverage of 16x7 (7am to 11pm)
  - 2.10.2. Provision of at least seven (7) Full Time Equivalents (FTEs) available during the support coverage consisting of the following roles:
    - 2.10.2.1. One (1) FTEs L2 Database Administrators
    - 2.10.2.2. One (1) FTEs L2 Systems Administrators
    - 2.10.2.3. Two (2) FTEs L2 Application Support
    - 2.10.2.4. One (1) FTEs L2 Cloud Administrators
    - 2.10.2.5. One (1) FTEs L2 Security Administrators
    - 2.10.2.6. One (1) FTEs L2 Senior Cloud Administrators
  - 2.10.3. Perform BTMS application troubleshooting and coordinate with the BTMS vendor to resolve issue/s and determine root cause.
  - 2.10.4. Performance of cloud, platform, systems, and database administration control functions to support existing systems and plan new systems and planning of required changes in systems platform and/or database due to business growth and project implementation.
  - 2.10.5. Maintenance of systems platform, applications, and databases to meet performance standards, maximize efficiency, and minimize outages, as necessary.
  - 2.10.6. Maintenance, updating, and implementation of cloud infrastructure, platform, systems application, and database archive processes and procedures to recover from an outage or corruption based on the DBM's business requirements.
  - 2.10.7. Troubleshooting and conduct of diagnostic activities (e.g., system logs, and monitoring tools) to investigate and resolve complex or critical tickets.
  - 2.10.8. Performance of in-depth analysis, troubleshooting, and root cause analysis of complex incidents and use of system logs and monitoring tools for detailed diagnostics.
  - 2.10.9. Regular monitoring of application systems and database performance, utilization, and efficiency identifying potential issues, and recommending preventive actions before they become incidents causing harm or damage
  - 2.10.10. Monitoring of cloud VMs and related cloud resources including, but not limited to, availability, utilization, and security of the environment.
  - 2.10.11. Performance of upgrades, patches, and bug fix(es) on cloud resources.

- 2.10.12. Submission of activity status report with recommendations covering at least the following:
  - 2.10.12.1. Orphaned resource identification and cleanup
  - 2.10.12.2. Credential audit
  - 2.10.12.3. Overall system health based on CPU, memory, disk usage, and network performance
- 2.10.13. Fulfillment of service requests following the proper change management procedures
- 2.10.14. Regular updating and patching of OSES to ensure security and performance.
- 2.10.15. OS tuning for optimal performance based on workload and resource availability.
- 2.10.16. Ensure that OSES comply with the organizational and industry security standards required and provided by the DBM.

2.11. The Technical Support Services must include the following reports to support the Continuous Improvement (CI) roadmap for Technical Support Services.

	Item	Description
<b>Update the following:</b>		
1	Support Operational Manual	Contains support scope, RACI, processes, standard operating procedures and escalation details
2	Process Templates	Process workflow diagram for support workshop and transition
3	Support Frequently Asked Questions (FAQ)	FAQs and issues raised about the platform that will guide support team to improve handling time
4	System Catalog	Documentation of the technical details of the platform including server, services installed, and technical diagram.
5	Support Signoff	Documents service validation and signoff
The initial documentation stated above must be provided by the BTMS application vendor as part of their transition to the contractor. Thereafter, the contractor will take care of further updating for the continual improvement of the same.		
6	Support Operating Report	As part of monthly monitoring and reporting, the contractor will submit a summary of issues handled, highlights, and SLA Compliance for each month of the subscription period.

2.12. The Technical Support Services shall be subject to the following services commitment:

Severity	Response Time	Resolution Time
<b>Severity 1</b> Total failure of Service. The function/system is rendered unusable for a majority (70% to 100%) of the VM services of the production environment	30 minutes	2 hours (Upon Qualification)
<b>Severity 2</b> Performance degradations. Some system capabilities are not working. The function/system is rendered unusable for a subset (30% to 70%) of the VM services in the production environment.	1 hour	4 hours (Upon Qualification)
<b>Severity 3</b> Service is available, but selected devices/users are affected.	2 hours	24 hours (Upon Qualification)
<b>Severity 4</b> A general usage question, reporting of a documentation error, or recommendation for product enhancement or modification. Operations continue to function\by using a procedural workaround, among others.	4 hours	48 hours (Upon Qualification)

Failure to comply to the above service commitment shall be subject to liquidated damages pursuant to Section 8.2.2 of the Detailed Technical Specifications

## 2.8 SUPPORT MATRIX

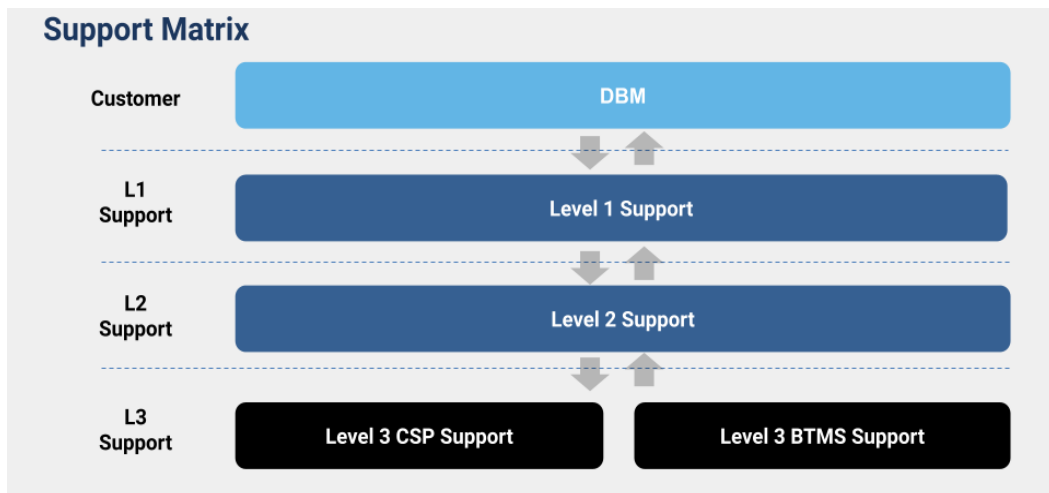
2.8.1 The support services and corresponding roles and responsibilities are assigned as follows:



TASK	CONTRACTOR	DBM	BTMS APP VENDOR	CSP
Catch and Dispatch	R, A			
Application Runbook Support	R, A			
Creation of Runbook Support Templates	C, I		R, A	
Ticket Creation/Follow Up/Closure		R, A		
Infrastructure Service Requests	R, A	C, I		C
Infrastructure Incident Management	R, A	C, I		C
Infrastructure Proactive Recommendations	R, A	C, I		C
Operating System Level Patching	R, A	C, I	C, I	
Creation of Application Level Patches	I	C	R, A	
Installation of Application Level Patches	R, A	C, I	C, I	
Application System Administration		R, A	C	
Cloud Service Provider (CSP) Responsibility for management 'of' the CLOUD		C, I		R, A

**Legend:** **R** – Responsible, **A** – Accountable, **C** – Consulted, **I** – Informed

2.8.2 The support matrix for the selected supplier of the DBM shall be the following:



#### ATTACHMENT 4 SCHEDULE OF PAYMENT

On an annual basis, the schedule of payment shall be based on the following milestones:

Schedule of Payment	Amount to be paid to the Contractor	Milestones	Remarks
<b>Month 1 to 3</b>	11% of total project cost	<ul style="list-style-type: none"> <li>Project Plan Documents and Kick-Off Meeting</li> <li>Discussion of Project Activities,</li> <li>Inception Report</li> <li>Project Charter</li> <li>Project Management Plan</li> <li>Change Management Plan</li> <li>Migration Overview and System Design and Architecture</li> <li>High-Level Project Gantt Chart</li> <li>Requirements Validation &amp; Sign-Off</li> <li>Risk Management Plan</li> <li>Final Agreed Project Gantt Chart</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
	Equal Monthly Payments of 4% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> </ul>	Payment will be based on submission of Reports, deliverables, and

		<ul style="list-style-type: none"> <li>Monthly AWS Cost Utilization Reports</li> </ul>	approval thereof by the DBM OCIO.
<b>Month 4 to 6</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 7 to 9</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 10 to 12</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 13 to 15</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 16 to 18</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 19 to 21</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 22 to 24</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by

		<ul style="list-style-type: none"> <li>Monthly AWS Cost Utilization Reports</li> </ul>	the DBM OCIO.
<b>Month 25 to 27</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 28 to 30</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 31 to 33</b>	Equal Monthly Payments of 6% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
<b>Month 34 to 36</b>	Equal Monthly Payments of 4% of Total Project Cost	<ul style="list-style-type: none"> <li>Monthly Performance Reports of L1 and L2 Key Performance Indicators (KPIs)</li> <li>Monthly AWS Cost Utilization Reports</li> </ul>	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.
	12% of total project cost	Turnover of all relevant documentation such as Cloud System Architecture, System Accounts, Knowledge Base, and other relevant project documentation.	Payment will be based on submission of Reports, deliverables, and approval thereof by the DBM OCIO.

***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 2016 Revised IRR of RA 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 bidden) up to March 10, 2025.
- 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 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 **March 11, 2020 to March 10, 2025**.
- c. The similar contract for this Project shall refer to the supply, configuration, and maintenance of equipment, components, and/or services for a public or private cloud or hybrid cloud infrastructure, which may include deployment of related cloud infrastructure components and/or provision of end-to-end cloud, hybrid cloud solutions. If the supply, configuration, and maintenance of equipment, components, and/or services for a public or private cloud or hybrid cloud infrastructure, which may include deployment of related cloud infrastructure components and/or provision of end-to-end cloud, hybrid cloud solutions form part of a bigger contract, only the cost component of the same 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-2025-16**

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 \_\_\_\_\_

Roll 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. \_\_\_\_

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Book No. \_\_\_\_

Series of \_\_\_\_.



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

**BID FORM**

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

Project Identification No. : **DBM-2025-16**

*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 **Cloud Infrastructure Subscription with Support and Maintenance for the Budget and Treasury Management System (BTMS)** 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.

Year	Annual Price (Inclusive of VAT) <sup>1</sup>
2025	
2026	
2027	
<b>Grand Total</b>	

**Note:** The annual price should not exceed the corresponding ABC for the year. Any amount exceeding the annual ABC shall be rejected.

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]*.

Signature of Authorized Signatory: \_\_\_\_\_

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. 2025-\_\_\_\_**  
**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 corresponding appropriations 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 \_\_\_\_\_, 2025 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 \_\_\_\_\_, 2025.

Doc. No \_\_\_\_\_;  
Page No \_\_\_\_\_;  
Book No \_\_\_\_\_;  
Series of 2025.

