

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Visayas Avenue, Diliman, Quezon City, 1128

**Procurement of One (1) Year Subscription to
Amazon Web Services (AWS) Infrastructure
as a Service (IaaS) and Data Security
Services for the Department of Environment
and Natural Resources (DENR)**

Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract: ₱10,000,000.00

BIDS AND AWARDS COMMITTEE

November 2020

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

Visayas Avenue, Diliman, Quezon City, 1128

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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 <i>Proposal</i> and <i>Tender</i> . (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	: BangkoSentralngPilipinas.
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

**INVITATION TO BID**

PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IAAS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)
Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract: ₱10,000,000.00

1. The **Department of Environment and Natural Resources (DENR)** through the National Expenditure Program (NEP) for CY 2021 intends to apply the sum of **Pesos: Ten Million (10,000,000.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IAAS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR):**

Description	Qty.	Total ABC ₱ (VAT Inclusive)	Funding Source	Bid Security: Bid Securing Declaration OR Cash/Cashier's/ Manager's Check, Bank Draft/ Guarantee, Irrevocable Letter of Credit*equivalent to at least 2% of the ABC (₱)	Bid Security: Surety Bond** (5%)(₱)	Cost/Price of Bid Documents (cash payment only) (₱)
<i>Procurement of One (1) Year Subscription to Amazon Web Services (AWS) Infrastructure as a Service (IaaS) and Data Security Services for the DENR</i>	1 lot	10,000,000.00	FY 2021 NEP	200,000.00	500,000.00	10,000.00

* *Only those issued and confirmed by a Local Universal or Local Commercial Bank*

** *Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond*

2. Bids received in excess of the ABC shall automatically be rejected at Bid opening. Late bids shall not be accepted.
3. DENR now invites Bids from eligible bidders for the **PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IAAS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (hereinafter referred to as GOODS/SERVICES).
4. Project Period and Duration

Description	Timeline
1) Cloud Infrastructure Subscription Renewal and Provisioning	Within fifteen (15) calendar days from receipt of Notice to Proceed.
2) Subscription for Cloud Infrastructure and Data Security Services	Within one (1) year from receipt of Certificate of Subscription
3) On premise and priority business support	Within one (1) year from receipt of Certificate of Subscription

5. A prospective Bidder must have completed within the last five (5) years a Single contract of similar nature amounting to at least fifty percent (50%) of the ABC.

*Similar in nature shall mean "**Procurement of Subscription to Amazon Web Services**".*



6. Open competitive bidding procedures will be conducted using a non-discretionary “pass/fail” criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, otherwise known as the “Government Procurement Reform Act”. All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Award of Contract shall be governed by R.A. 9184 and its Revised IRR.
7. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organization with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
8. The Invitation to Bid and Bidding Documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DENR website at www.denr.gov.ph.
9. The complete set of Bidding Documents may be acquired by interested bidders upon payment of the corresponding fee as indicated above not later than the schedule of submission of bids. The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative upon presentation of proper identification document.
10. The **Schedule of Bidding Activities** shall be as follows:

ACTIVITIES	TIME	VENUE/MODE
1. Sale and Issuance of Bid Documents	8:00 AM to 5:00 PM only Mondays to Fridays Starting 23 November 2020	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
2. Orientation for Bidders on the Conduct of Online Conferences	27 November 2020, (Tuesday) 1:00 PM	Online via Google Meet Platform**
3. Pre-Bid Conference	02 December 2020, (Wednesday) 2:30 PM	Online via Google Meet Platform**
4. Submission of Bid Documents	15 December 2020, (Tuesday) 10:00 AM	BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
5. Opening of Bids	15 December 2020, (Tuesday) 11:00 AM	Online via Google Meet Platform**

**** Only two (2) pre-registered representatives per bidder shall be allowed to participate in the Google Meet videoconference.**

11. Prospective Bidders interested to join the Orientation for Bidders, Pre-Bid Conference and Bid Opening through Google Meet video conference may send request for the link to the bac.co@denr.gov.ph with the following information together with proof of identity of the attendee a day before the scheduled conference:

- a. Name of Project: _____
- b. Bid Reference No.: _____
- c. Activity: _____
- d. Company Name: _____
- e. Company Address: _____
- f. Name of Representative/s (maximum of 2 personnel only)
 - i) _____
 - ii) _____
- g. Email Address/es: _____
- h. Attach Scanned Copy or Photo of Identity



For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative/s or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

12. Interested bidders may obtain further information from the BAC Secretariat c/o Dianne G. Ibias from 8:00 AM to 5:00 PM only, Mondays to Fridays starting **23 November 2020** at Tel. No. (02) 8926-2675. However, any queries relative to the content of the bid documents and the project requirements can only be made not later than ten (10) calendar days prior to the Submission and Opening of Bids.
13. DENR 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.

(sgd.) **ATTY. NORLITO A. ENERAN, CESO III**
Director, Legal Affairs Service &
Vice Chairperson, Bids & Awards Committee
Date: 20 November 2020



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, **Department of Environment and Natural Resources-Central Office**, wishes to receive Bids for the **PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, with identification number **DENR-CO-2020-037**.

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 2021** in the amount of Pesos: **Ten Million (Php10,000,000.00)**.

2.2. The source of funding is **NGA, National Expenditure Program**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;



- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar to the Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. **For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and through videoconferencing/webcasting as indicated in the **IB**.



9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **the last five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and



- iv. The price of other (incidental) services, if any, listed in e.
- 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 tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
 - a. **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a **Bid Securing Declaration¹ 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 for one hundred twenty calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy (1) 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.

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

**16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in 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 the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

**20. Post-Qualification**

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

21. Signing of the Contract

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



Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause									
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. “Procurement of Subscription to Amazon Web Services (AWS)”; and b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids. 								
7.1	<i>Subcontracting is not allowed.</i>								
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	The bid security shall be in any of the following forms issued in favor of the Department of Environment and Natural Resources (DENR) : <table border="1" data-bbox="338 810 1423 992"> <thead> <tr> <th>Project ABC (P)</th> <th>Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)</th> <th>Bid Security: Surety Bond (5%) (P)</th> <th>Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td>₱10,000,000.00</td> <td>200,000.00</td> <td>500,000.00</td> <td>No required Amount</td> </tr> </tbody> </table>	Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Bid Securing Declaration	₱10,000,000.00	200,000.00	500,000.00	No required Amount
Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Bid Securing Declaration						
₱10,000,000.00	200,000.00	500,000.00	No required Amount						
19.3	<i>Project will be awarded in one (1) lot.</i>								
20.2	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:</p> <p>1. For Eligibility Documents:</p> <p>A. In case bidder submitted its Certificate of PhilGEPS Registration (Platinum Membership) during the bid submission, present original copy and submit certified true copy of the following Class “A” eligibility documents:</p> <ol style="list-style-type: none"> a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; b) Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas : <ol style="list-style-type: none"> i) Business/Mayor’s Permit for 2020;or ii) Application for Business/Mayor’s Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor’s Permit. <p><u>Note: Expired Business/Mayor’s permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor’s permit is subject for submission after award of contract but</u></p>								



before payment, pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.

- c) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
- d) Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020;

B. In case the bidder submitted the Class "A" eligibility documents during the bid submission, present original copies of the same and submit copy of the **Certificate of PhilGEPS Registration (Platinum Membership)**.

(In case of Joint Venture between local companies, both partners must present/submit the Class "A" eligibility documents. In case of foreign partner, item "1.A.i" is not applicable, but must submit any equivalent document.)

2. Present original copy and submit certified true copy of the following:

- a) 2019 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; *Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months):*
- b) POs or Contracts for all Ongoing Contracts as listed per submitted Annex I with corresponding contact details (contact person, contact number & e-mail address);
- c) List of at least four (4) on-going or completed contracts with other government agencies with attached PO or Contracts.
- d) List of at least one (1) on-going or completed contract in hosting government websites with attached PO or contracts.
- e) Valid and current ISO Certification in the name of the Cloud Service Provider as follows (if not in English, please refer to Section 23.2 of the 2016 Revised IRR of RA 9184):
 - i. ISO 27001
 - ii. ISO 27017
 - iii. ISO 27018
 - iv. ISO 9001
- f) Valid and current Certificate of Distributorship/Dealership/Resellership of the Cloud Service Provider being offered, issued by the Principal Cloud Service Provider. If not issued by Cloud Service Provider, must also submit certification/document linking bidder to the Cloud Service Provider.
- g) Copy of Certification or Internet Press Release that the Cloud Service Provider must be vetted by Independent Tech Analyst Firm for at least six (6) years.
- h) Certificate of Performance Evaluation (**Annex VII**) or equivalent document with a rating of at least Satisfactory issued by the Largest Contract/s Client/s of the bidder per submitted Annex I-A. The



	<p>certification/document must indicate that the evaluation was based on the bidder’s performance on timely delivery, compliance to specifications, warranty and after sales service.</p> <p><i>(In case of Joint Venture between local companies, both partners must present/submit above item a. In case of foreign partner, must present/submit Corporate Financial Statement or Annual Report)</i></p> <p>3. Submit original copy of the following:</p> <ul style="list-style-type: none"> a) Company Profile (per Annex VIII). Company printed brochure may be included. b) Vicinity map/location of the business. c) Brochure (original or internet download/Technical Data Sheet or equivalent) of the items/services being offered showing compliance to the technical specifications. <p><i>(In case of Joint Venture, both partners must present/submit items a and b)</i></p> <p>4. Present original copy of the End-User’s Acceptance or Official Receipt/Sales Invoice relative to Single Largest Completed Contract per submitted Annex I-A.</p> <p>5. Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as “COPY 1” and “COPY 2”.</p> <p>6. Submit digital/scanned copy of Eligibility, Technical, Financial and Post-qualification documents stored in Universal Serial Bus (USB) flash drive.</p> <p>Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.</p>
<p>21.2</p>	<p>Within ten (10) calendar days from receipt of Notice of Award, successful Bidder shall post the required performance security, sign and date the contract and return it to DENR.</p>



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the 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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1. 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.



6.2. 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>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>in the Philippines</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p>
	<p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>MARIA ELLENA MORALLOS A. MANILA Director Knowledge and Information Systems Service Department of Environment and Natural Resources Tel. No.: (02) 8249-3367 loc. 1144-1145</p>
	<p>Incidental Services – 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"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <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>

**Packaging –**

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation –

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.

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>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>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payment shall be made in accordance with the Terms of Reference as specified in Section VI.
4	Applicable inspection and testing shall be conducted by the Inspection and Pre-Acceptance Committee of the Department.



Section VI. Schedule of Requirements



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Instruction to Bidders: **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

A.. TERMS OF REFERENCE as of 20 November 2020



Republic of the Philippines
Department of Environment and Natural Resources

Visayas Avenue, Diliman Quezon City, 1100
Tel. Nos. (632) 929-66-26 x (632) 929-62-52
929-66-20 x 929-66-33 to 35
929-70-41 to 43

**TERMS OF REFERENCE
As of 20 November 2020**

Procurement of One (1) Year Subscription to Amazon Web Services (AWS) Infrastructure as a service (IaaS) and Data Security Services for the Department of Environment and Natural Resources (DENR)

I. Rationale

The DENR-Central Office is currently deployed Websites and Web-based Information Systems to the cloud to assist our personnel with fast and efficient way to provide services for our stakeholders.

Considering the above, the DENR deemed it necessary to renew and enhanced its existing cloud infrastructure subscription with an emphasis on high availability, cost reduction, scalability, flexibility and security.

II. Approve Budget of the Contract

The total ABC for the project is **PhP10,000,000.00** inclusive of all applicable government taxes and service charges.

III. Scope of Work

Procurement of AWS IaaS Cloud Subscription, Enhancement of Data Security and Support Services for the renewal and additional requirements of existing DENR Cloud Server Infrastructure for a period of one (1) year (see Annex A for listing).

IV. Bidder's Qualification

- A. The bidder must have at least four (4) cloud ongoing or completed contracts or purchase orders with other government agencies.
- B. The bidder must have an ongoing or completed contract in hosting government websites.

V. Project Requirements

A. General Requirements

- 1. The requirements of the above are as follows:

ITEMS	DELIVERABLES
1. One (1) year subscription to AWS IaaS.	• Submission of supporting documents or documents of proof.
2. Data Security Services for AWS IaaS.	• Web Application Firewall (1 million web transactions per month)



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	<ul style="list-style-type: none"> • Anti-DDoS • Secure access to servers through VPN (25 connections)
3. One (1) year on premise and Priority Business Support.	<ul style="list-style-type: none"> • Submission of supporting documents or documents of proof. • Submission of a Service Level Agreement (SLA) that includes among others an uptime of at least 99.95% and option of giving rebates in case of breaches in the SLA (see V.F).
4. Training	<ul style="list-style-type: none"> • Submission of training certificates or vouchers (see V.E).

Note: See ANNEX A for specifications of DENR existing Cloud Infrastructure plus additional requirements. All documents for submission will be submitted if awarded the contract

B. Cloud Service Provider Requirements

1. General Requirement on Cloud Services

- a) The Cloud Service Provider has to be ISO 27001 certified.
<http://www.iso.org/iso/home/standards/management-standards/iso27001.htm>
- b) The Cloud Service Provider has to be ISO 27017 certified.
http://www.iso.org/iso/catalogue_detail?csnumber=43757
- c) The Cloud Service Provider has to be ISO 27018 certified.
http://www.iso.org/iso/catalogue_detail.htm?csnumber=61498
- d) The account ownership of cloud instances and related services shall belong to the DENR. Necessary access rights may be given to third party vendor(s) to perform any services but must retain the ability to revoke said rights at any given time from the root account.
- e) The Cloud Service Provider shall provide 24/7 technical support to the opted cloud services (option shall include over phone, chat, email, live screen sharing, etc. with response time within 1 hour).
- f) The Cloud Service Provider shall provide an interactive Graphical User Interface (GUI) with 2-Factor Authentication that allows user to manage all hosting services instantly.
- g) The Cloud Service Provider must support ability to create and provide temporary security credentials to trusted users configured to last for anywhere from a few minutes to several hours.
- h) The Cloud Service Provider must have a mechanism to test the effect of access control policies before committing such policies into production.
- i) The Cloud Service Provider must offer the ability to identify when an access key was last used, rotate old keys and remove inactive users.
- j) The Cloud Service Provider has to be ISO 9001 certified.
- k) DENR will not shoulder any cost related to additional licenses or software needed to complete the project.

2. Data Sovereignty

- a) The DENR subject to conditions prescribed by the law of the Republic of the Philippines in regards to data residency and sovereignty laws, retains control and

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ownership of its data stored or processed during the subscription period to the cloud service provider's data centers.

- b) All Data stored in the Cloud is the property of DENR. This data can be retrieved anytime upon request of DENR. DENR also has the sole right to copy, move, delete, or transfer it to other locations.
- c) The Cloud Service Provider must ensure that the data stored in a particular region will remain stored in that region and will not be transferred without the knowledge of DENR.

3. Highly Available Infrastructure

- a) The Cloud Service provider must have the capability to deploy DENR's applications as a Highly Available solution across multiple datacenters in the same country. The solution must also include Disaster Recovery within the same country due to applicable laws and regulations. This capability will be to prevent any single points of failure due to geographical or natural disaster.
- b) This capability to deploy across multiple sites shall be made available through a self-service portal with a Graphical User Interface (GUI)

4. Managed Relational Database Service

- a) The Cloud Service Provider must have the ability to provide a managed relational database service which can integrate with the chosen software solutions. This managed relational database will allow DENR administrators to optimize their time by "outsourcing" the Database patching and High Availability failover requirements to the Cloud Service Provider.
- b) Furthermore, this service should provide ability to provide Database Engine licenses OR allow agency to bring its own license to the platform.
- c) The Cloud Service Provider's relational database service should have a mechanism to support a certain level of performance, expressed in IO Operations Per Second (IOPS) or any other metric, for mission-critical, sensitive database workloads.

5. Self-Service Portal & Monitoring Tools

- a) The self-service portal is a graphical user interface accessible over the web that allows cloud administrators and users to conveniently access, provision, modify, and automate cloud-based resources (compute, storage and networking resources).
- b) For cloud administrator/s, the dashboard shall provide an overall view of the size and status of the Cloud Environment.
- c) The performance monitoring component shall provide tools and means to actively capture performance-related information of cloud environment services or resources. Furthermore the performance monitoring tool must have the ability to send email notifications to administrations based on threshold alarms which can be customized by the administrator.
- d) For cloud environment services, e.g. network, the performance monitoring component shall capture the initial performance information of the systems and provide a performance baseline, which can be used to analyze the performance variation in the services.

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- e) The performance metrics collected shall be made available to the DENR via the self-service portal. It shall be presented in a unified manner with appropriate visualizations.
- f) The cloud provider's monitoring service must have the capability to provide various levels of monitoring granularity, down to the 1-minute level.
- g) The cloud provider must offer the ability to schedule events for the user's Instances/VMS, such as a reboot, stop/start, or retirement.
- h) The cloud provider must offer an IOS or Android based smartphone application to allow users to connect to the cloud service and manage their resources.

6. Isolated Private Network and Private Cloud Options.

- a) All cloud instances and services must be hosted within an isolated private network or virtual private cloud that can support up to 2000 GB per month data transfer out from the cloud.
- b) Furthermore, should the DENR decide the need for a dedicated virtual machine, the Service Provider must have the ability/option to provide dedicated virtual machines and hosts.
- c) The cloud provider must support multiple (primary and additional) network interfaces cards to be allocated for a given instance/VM.

7. Audit Logging of Infrastructure Usage

- a) The Cloud Service Provider must provide built-in audit logging features that capture all API requests/changes to the infrastructure for audit purposes. The DENR will have the ability to determine the retention length for these audit logs.
- b) The Cloud Service Provider must be able to send notifications when certain events happen at the object level (i.e. addition/deletion operations).

8. Infrastructure Templating Features

- a) The Cloud Service Provider must provide a template-based service that makes deployments simpler, more orderly, and predictable instead of deploying each element of an application. This service must allow The DENR and/or its contractor to input as well as save the infrastructure setup, either piecemeal or as a whole, so as to redeploy the full service in the event of error.
- b) The Cloud Service Provider must offer an easy-to-use graphical tool with drag-and-drop functionality that speeds up the process of creating such resource templates.

9. Cloud Infrastructure Supporting Services

- a) To support this deployment, the Service Provider will further provide the following items/inclusions as part of the business level support services to The DENR:
 - i. Less than an hour callback for urgent support issues.
 - ii. 24x7 access to Cloud Support Engineers via email, chat, & phone.
 - iii. Architecture Support from.
 - iv. Console based Cost, Tolerance, and Security Optimization Tools.

10. Dedicated Hardware Option

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- a) Due to sensitivity of some of DENR's workloads, the Cloud Service Provider must have the ability to allow for Dedicated Hardware solely for DENR's use. This means that the hardware provided through the Cloud Service Provider console cannot run on multi-tenanted/shared hardware and must be solely for DENR's use.

11. Cloud Service Virtual Machine Options

- a) The Cloud Service Provider must offer the ability to launch an instance/VM and specify that this always restarts on the same physical host.
- b) The Cloud Service Provider must offer the capability to logically group instances/VMs together within the same data center.

12. Reseller Certifications

- a) The Bidder should be able to present a certification coming from the principal Cloud service provider, stating support to the Bidder for the Project. The certification will be addressed to DENR including the name of the project being supported.

13. Longevity of Cloud Service Provider and Third Party Vetting

- a) Due to the nature of the Technology industry, DENR will only accept Cloud Service Providers which are vetted by a tech analyst firm for at least the past six (6) years. This is due to worries that technology providers may go out-of-business and thus cease support for the cloud service provided.

14. Other Requirements

- a) Expected Bandwidth or Data Transfer Out per Month – 2000 Gigabyte (GB).
- b) Cloud Service Provider Business Level Support.

C. Maintenance

1. Perform daily performance checks.
2. Submit monthly performance reports.
3. 24/7 Remote, Email or Phone Support.
4. 8x5 Onsite support.

D. Backup

1. Setup snapshots and backups.
2. Prepare images of instances after initial deployment.
3. Test recovery procedures.

E. Training

Training will be provided by the winning bidder for a maximum of three (3) DENR Information and Communication Technology (ICT) personnel for onsite operator training and maximum of five (5) DENR ICT personnel for an instructor-led virtual classroom for AWS administrator. It will be valid for one (1) year in the form of training certificates or vouchers. The parties shall mutually agree upon the specific date and time for the training period. All expenses relative to the trainings shall be for the account of the winning bidder.



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F. Rebates

Provide a Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of DENR should any of the availability requirements are not met.

If the interruption is attributing to the Principal Cloud Service Provider, as acknowledged by the service provider, the service provider shall voluntarily make the appropriate "Performance Credit" or rebate to the DENR without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.

Credit for Interruptions to service will be allowed as follows:

Interruptions of 24 hours or less

LENGTH OF INTERRUPTION	CREDIT
Less than 30 minutes	None
30-179 minutes	3/10 day
1100-359 minutes	3/5 day
360-539 minutes	1 1/5 days
540-719 minutes	2 4/5 days
720-899 minutes	2 2/5 days
900-1440 minutes	3 days

For interruption over 24 hours, credit will be allowed in 3/5 day multiples for each 3-hour period of interruption or fraction thereof over 24 hours

* Conditions and values for the above computations shall be made available via SLA.

G. Time Period and Duration

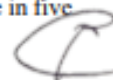
1. Cloud infrastructure subscription renewal and data security provisioning must be completed within fifteen (15) calendar days from receipt of Notice to Proceed (NTP).
2. The subscription for cloud infrastructure and data security services is valid for one (1) year from receipt of certificate of subscription.
3. On premise and priority business support is valid for one (1) year from receipt of certificate of subscription.

VI. DUTIES AND RESPONSIBILITIES OF THE DENR

1. Grant the service provider's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DENR personnel;
2. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the Service provider;
3. Issue Certificate of Inspection and Acceptance.

VII. TERMS OF PAYMENT

DENR will pay the winning bidder for its services. The payments for the services will be done in five (5) tranches as stated in the table below.





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Timeline	Project Deliverables	Percentage Amount of Contract Price to be released as payments	Documentary Requirements
Within fifteen (15) calendar days from receipt of NTP	<ul style="list-style-type: none"> Cloud Infrastructure Subscription Data Security Services 	80%	<ul style="list-style-type: none"> Certificate of subscription. Certificate of Inspection and Acceptance issued by End-user. Sales Invoice or Billing statement.
Within one (1) year from receipt of certificate of subscription.	<ul style="list-style-type: none"> Cloud Infrastructure Subscription Data Security Services On premise and Priority Business Support 	5%	<ul style="list-style-type: none"> Certificate of subscription. Sales Invoice or Billing statement for month no. 1, 2 and 3
		5%	<ul style="list-style-type: none"> Certificate of subscription. Sales Invoice or Billing statement for month no. 4, 5 and 6
		5%	<ul style="list-style-type: none"> Certificate of subscription. Sales Invoice or Billing statement for month no. 7, 8 and 9
		5%	<ul style="list-style-type: none"> Certificate of subscription. Sales Invoice or Billing statement for month no. 10, 11 and 12

Approved by



ELIZAR S. CANTUBA

Information Technology Officer III

Chief, Network Infrastructure Management Division

Knowledge and Information Systems Service

Department of Environment and Natural Resources

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER****(page 8 of 9)****ANNEX A – DENR Cloud Servers and Storage****Servers**

Name	vCPUs	Architecture	Memory (MB)	Data Security Services
In-House Application Server	4	x86_64	16384	Anti-DDoS, WAF, VPN access
Various Information System	4	x86_64	16384	Anti-DDoS, WAF, VPN access
Various Information System - Database	4	x86_64	16384	Anti-DDoS, WAF, VPN access
Administrative Information System	4	x86_64	16384	Anti-DDoS, WAF, VPN access
Administrative Information System - Database	4	x86_64	16384	Anti-DDoS, WAF, VPN access
Legislative Information System (SharePoint)	4	x86_64	16384	Anti-DDoS, WAF, VPN access
Legislative Information System (SharePoint) - Database	4	x86_64	16384	Anti-DDoS, WAF, VPN access
DENR Web New	4	x86_64	16384	Anti-DDoS, WAF, VPN access
AWS-Host2	4	x86_64	16384	Anti-DDoS, WAF, VPN access
Domain Controller (DC)	4	x86_64	16384	Anti-DDoS, WAF, VPN access
NIMD Server	4	x86_64	16384	Anti-DDoS, WAF, VPN access
AWS-Host1	8	x86_64	65536	Anti-DDoS, WAF, VPN access
Domain Name Server	2	x86_64	4096	Anti-DDoS, WAF, VPN access

Storage Volumes

Name	Drive	Size (GB)	Type
Administrative Information System	0	127	SSD
Administrative Information System - Database	0	1024	SSD
DENR Web New	0	1000	HDD
DENR Web New	1	1000	HDD
Domain Name Server	0	40	HDD
In-House Application Server	0	1024	HDD
Legislative Information System (SharePoint)	0	512	HDD
Legislative Information System (SharePoint) - Database	0	1000	SSD
AWS-Host1	0	800	HDD



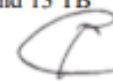


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Name	Drive	Size (GB)	Type
AWS-Host1	1	500	HDD
AWS-Host2	0	127	HDD
AWS-Host2	1	500	HDD
NIMD Server	0	512	HDD
NIMD Server	1	500	HDD
Domain Controller (DC)	0	127	SSD
Various Information System	0	500	HDD
Various Information System - Database	1	1500	SSD
Various Information System - Database	2	500	SSD
Additional Storage*	0	13,000	HDD

* Additional storage shall be provisioned gradually 5 TB first 3 months; 8 TB next 6 months and 13 TB over last 3 months.



B. Other Requirements

1. Bidder has no overdue deliveries or unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



Section VII. Technical Specifications

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 1 of 2)

Technical Specifications

Instruction to Bidders: **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

Minimum Technical Specifications	Bidder's Statement of Compliance*
1. One (1) year subscription to AWS IaaS <ul style="list-style-type: none"> • Submission of supporting documents or documents of proof. 	
2. Data Security Services for AWS IaaS <ul style="list-style-type: none"> • Web Application Firewall (1 million web transaction per month). • Anti-DDoS • Secure access to servers through VPN (25 connections) 	
3. One (1) Year on Premise and Priority Business Support <ul style="list-style-type: none"> • Access to thousands of fonts right within a Creative Cloud apps. 	
4. 1 Terabyte of cloud storage per user <ul style="list-style-type: none"> • Submission of supporting documents or documents of proof. • Submission of a Service Level Agreement (SLA) that includes among others an uptime of at least 99.95 and option of giving rebates in case of breaches in the SLA (see V.F of the Terms of Reference) 	
5. Training <ul style="list-style-type: none"> • Submission of training certificates or vouchers (See V. E of the Terms of Reference) 	

Note: See Annex A of the Terms of Reference for specifications of DENR existing Cloud Infrastructure plus additional requirements. All documents for submission will be submitted if awarded the contract.

**Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii).*



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 2 of 2)

PLEASE INDICATE BRAND AND MODEL NO. OF THE ITEM/SERVICE BEING OFFERED IN THE SPACE PROVIDED:

I hereby certify to comply with the above Technical Specifications.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

**Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii).*



Section VIII. Checklist of Technical and Financial Documents

**DENR BIDS AND AWARDS COMMITTEE****CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS**

Project:

PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) and DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. Bid Ref. No. DENR-CO-2020-037

APPROVED BUDGET FOR THE CONTRACT: P10,000,000.00

ENVELOPE 1: TECHNICAL COMPONENT**CLASS "A" DOCUMENTS****A. LEGAL DOCUMENTS**

(a) Valid and current **Certificate of PhilGEPS Registration (Platinum Membership)** issued to bidder; *[Note: The valid and current Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the certificate certified true copies of the updated documents]*

OR

(b) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives or its equivalent document; **and**

(c) Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas:

i. Business/Mayor's Permit for 2020: or

ii. Application for Business/Mayor's Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor's Permit.

Note: Expired Business/Mayor's permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor's permit is subject for submission after award of contract but before payment, pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.

and

(d) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);

B. TECHNICAL DOCUMENTS

(e) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (per **Annex I**);

(f) Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per **Annex I-A**)

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:

i) Copy of End User's Acceptance; or

ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s



- (g) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Original Bid Securing Declaration
10,000,000.00	200,000.00	500,000.00	No required Amount

1. Bid Securing Declaration per **Annex II**;
2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit:

The following are the grounds for forfeiture of Bid Security

▪ **IF A BIDDER:**

- a) Withdraws its bid during the period of bid validity.
- b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.
- c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Allowing the use of one's name, or using the name of another for purposes of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.
- h) Refusal or failure to post the required performance security within the prescribed time.
- i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.
- l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

▪ **IF THE SUCCESSFUL BIDDER:**

- a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or
- b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.

Note: Duly notarized or unnotarized Bid Securing Declaration shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.





<input type="checkbox"/>	(h) Conformity with Schedule of Requirements and Technical Specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents with attached copy of the following:
<input type="checkbox"/>	<p>(i) Original Omnibus Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex III with attached <u>Proof of Authority of the bidder's authorized representative/s:</u></p> <p>i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized or unnotarized Special Power of Attorney.</p> <p>ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s.</p> <p><i>Notes</i> 1) <i>Should there be more than one (1) appointed authorized representatives, use the word "any of the following" or "OR", otherwise, all authorized representatives must sign/initial the bid submission.</i></p> <p>2) <i>Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</i></p> <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>
C. FINANCIAL DOCUMENTS	
<input type="checkbox"/>	(j) Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020;
<input type="checkbox"/>	<p>(k) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV).</p> <p>The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided.</p> <p>OR</p> <p>Original copy of Committed Line of Credit (CLC) per Annex IV-A issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.</p> <p><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></p>
Class "B" Document: (For Joint Venture)	
<input type="checkbox"/>	<p>If applicable, For Joint Ventures, Bidder to submit either:</p> <p>(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex V) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR</p> <p>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]</p> <p>(l) <u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p>

**ENVELOPE 2: FINANCIAL DOCUMENTS**

- | | |
|---|--|
| <input type="checkbox"/> | (a) Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Bid Form (Annex VI); and |
| <input type="checkbox"/> | (b) Original of duly signed and accomplished Price Schedule(s) (Annex VI-A or VI-B). |
| The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. | |

Note: In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.



Section IX.Prescribed/Sample Forms



(Bidder's Company Letterhead)

**PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)
Bid Ref. No. DENR-CO-2020-037
Approved Budget for the Contract – ₱10,000,000.00**

Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, within the Last Three (3) Years

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



(Bidder's Company Letterhead)

**PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)
Bid Ref. No. DENR-CO-2020-037
Approved Budget for the Contract – ₱10,000,000.00**

Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids

Single completed contract of similar nature amounting to at least fifty percent (50%) of the ABC;

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	SALES INVOICE/OFFICIAL RECEIPT NO./COLLECTION RECEIPT NO.& DATE OR END USER'S ACCEPTANCE DATE (Please attach)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

**Annex II****PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)****Bid Ref. No. DENR-CO-2020-037****Approved Budget for the Contract – ₱10,000,000.00**REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.**BID-SECURING DECLARATION****To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**

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 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 Declaration¹, 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 9184; without prejudice to the 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;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and 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'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

**Annex III**

(Page 1 of 2)

**PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS)
INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)
Bid Ref. No. DENR-CO-2020-037**

Approved Budget for the Contract – ₱10,000,000.00

Omnibus Sworn Statement

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 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;

**Annex III**

(Page 2 of 2)

6. Select one, delete the rest:

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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 following 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 3154 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'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

**Annex IV****(Bidder's Company Letterhead)**

PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract – ₱10,000,000.00

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (P _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	₱
LESS			-
CL	=	Current Liabilities	₱
		Sub-total 1	₱
			X 15
		Sub-total 2	₱
LESS			-
C	=	Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NET FINANCIAL CONTRACTING CAPACITY			₱

Issued this _____ day of _____, 2020.

Name & Signature of Authorized Representative

Position / Date

Notes:

- 1) *The value of the bidder's 2019 current assets and current liabilities must be based on the latest Audited Financial Statements submitted to the BIR.*
- 2) *The value of all outstanding or uncompleted contracts refers to those listed in Annex I*
- 3) *The detailed computation using the required formula must be shown as provided for in Annex IV.*
- 4) *The NFCC computation must at least be equal to the sum of ABC of the project.*



Sample Form

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

DENR Main Building, DENR Compound
Visayas Avenue, Diliman, Quezon City

Contract/Project	:	_____
Company/Firm	:	_____
Address	:	_____
Bank/Financing Institution	:	_____
Address	:	_____
Amount	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance of DENR authorized representative/s.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Environment and Natural Resources for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of the Department of Environment and Natural Resources.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name and Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

[Jurat]

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



PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract – ₱10,000,000.00

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as “.....”;

-and-

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

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

WITNESSETH That:

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

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

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



For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

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

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

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

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

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[Jurat]

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

**Annex VI**

(page 1 of 2)

PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract – ₱10,000,000.00

Bid Form

To: **DENR Bids and Awards Committee**
DENR-Central Office
 DENR Main Building, DENR Compound,
 Visayas Avenue, Diliman, Quezon City

Gentlemen and/or Ladies:

I/We, having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin, *if any*, the receipt of which is hereby acknowledge, I/We, the undersigned offer to *supply/deliver/perform the following* in conformity with the said PBDs for the sum specified in the table below or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this bid. The total bid price includes the cost of all applicable taxes, which are itemized herein or in the Price Schedules.

Description	Unit/Qty.	Financial Bid (₱)
Procurement of One (1) Year Subscription to Amazon Web Services (AWS) Infrastructure as a service (IaaS) and Data Security Services for the Department of Environment and Natural Resources (DENR)	1 lot	
TOTAL BID PRICE (Amount in Words): _____		

Note: Please indicate "0" or "-" for item/s offered for free to the DENR. Incomplete financial proposal shall be considered non-responsive and thus, automatically disqualified in accordance with Section 32.2.1(a) of the 2016 Revised IRR of RA 9184.

If our Bid is accepted, we undertake:

- a. to deliver the goods on accordance with the delivery schedules specified in the Schedule of Requirements of the 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 bidding 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.



Annex VI

(page 2 of 2)

I/We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

I/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 the company as evidences by the attached Secretary's Certificate/Board of Resolution/Special Power of Attorney.

I/We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Date

**Annex VI-A**

(page__ of __)

PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract – ₱10,000,000.00

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Date



Annex VI-B

(page__ of __)

PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract – ₱10,000,000.00

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Date



(BIDDER’S CLIENT’S COMPANY LETTERHEAD)

CERTIFICATE OF PERFORMANCE EVALUATION

*[To be issued by the **Bidder’s Client** specified in Annex I-A (Single Largest Completed Contract) on the performance of the product supplied / delivered by the prospective bidder]*

This is to certify that (NAME OF BIDDER) has supplied our company/agency with (Name of Product/s) . Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Post-Qualification Documentary Requirements in line with (Name of Bidder) participation in the bidding for the **PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR).**

Issued this _____ day of _____ 2020 in _____, Philippines

Name of Company (Bidder’s Client)

Full Name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No./Fax

E-mail Address



(Bidder's Company Letterhead)

PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION TO AMAZON WEB SERVICES (AWS) INFRASTRUCTURE AS A SERVICE (IaaS) AND DATA SECURITY SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2020-037

Approved Budget for the Contract – ₱10,000,000.00

COMPANY PROFILE

COMPANY NAME : _____

ADDRESS : _____

HEAD OFFICE : _____

BRANCH : _____

TELEPHONE NUMBER/S : _____

HEAD OFFICE : _____

BRANCH : _____

FAX NUMBER/S : _____

HEAD OFFICE : _____

BRANCH : _____

E-MAIL ADDRESS/ES : _____

NUMBER OF YEARS IN BUSINESS : _____

NUMBER OF EMPLOYEES : _____

LIST OF MAJOR STOCKHOLDERS : _____

LIST OF BOARD OF DIRECTORS : _____

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)] : _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date