



Republic of the Philippines
Supreme Court
Manila

**BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)**

BIDDING DOCUMENTS

*Procurement of the Supreme Court
of the Philippines Cloud
Infrastructure*



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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.



FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.



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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



Section I. Invitation to Bid

1. The **Supreme Court**, through its Local Bank Account, intends to apply the sum of **Seventy Seven Million Four Hundred Six Thousand Eight Hundred Four Pesos and 85/100 (₱77,406,804.85)**, inclusive of all **taxes**, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of the Supreme Court of the Philippines Cloud Infrastructure - ITB No. 2024-18***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **06 May 2024 (Monday)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Seven Thousand Pesos (₱27,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The Supreme Court will hold a Pre-Bid Conference on **14 May 2024 (Tuesday) at 3:00 p.m.**, through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. In order to participate in the Pre-Bid Conference, interested bidders shall send a letter of intent (via electronic mail) containing the names and email addresses of interested participants on or before 10:00



a.m., 14 May 2024 (Tuesday). Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.

7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **28 May 2024 (Tuesday), 10:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **28 May 2024 (Tuesday), 3:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
10. The **Supreme Court** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Bids and Awards Committee for Goods and Services
(SC-BAC-GS) Secretariat
Office of Assistant Court Administrator Lilian C. Barribal-Co
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.
e-mail: *bacgs.sc@judiciary.gov.ph; scbacgs2010@gmail.com*
Telephone No. (02) 8536-9233
12. For downloading of Bidding Documents, you may visit:
<https://sc.judiciary.gov.ph/bids-and-awards/>

Sgd.
LILIAN C. BARRIBAL-CO
Assistant Court Administrator
and Chairperson, SC-BAC-GS



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Supreme Court of the Philippines, wishes to receive Bids for the Approved Budget for the Contract (ABC) to payments under the contract for the *Procurement of the Supreme Court of the Philippines Cloud Infrastructure*, with identification number ITB No. 2024-18.

The Procurement Project (referred to herein as “Project”) is composed of one 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 in the amount Seventy Seven Million Four Hundred Six Thousand Eight Hundred Four Pesos and 85/100 (₱77,406,804.85), inclusive of all taxes.

2.2. The source of funding is the Local Bank Account of the Supreme Court.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.



- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

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



9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **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 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 paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 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 tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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



16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.



20. Post-Qualification

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

21. Signing of the Contract

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



Section III. Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply, Delivery, and Installation of Cloud Infrastructure b. completed within five (5) years prior to the deadline for the submission and receipt of bids. 												
7.1	Subcontracting is not allowed.												
10	<p>Instructions regarding indexing of Eligibility and Technical Components:</p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">ENVELOPE NO. 1 TECHNICAL COMPONENT</th> </tr> <tr> <th colspan="2" style="text-align: center;">CLASS "A" DOCUMENTS</th> </tr> <tr> <th style="text-align: center;">INDEX TABS</th> <th style="text-align: center;">LEGAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I-1</td> <td> <p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p> </td> </tr> <tr> <th colspan="2" style="text-align: center;">TECHNICAL DOCUMENTS</th> </tr> <tr> <td style="text-align: center;">I-2</td> <td> <p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> </td> </tr> </tbody> </table>	ENVELOPE NO. 1 TECHNICAL COMPONENT		CLASS "A" DOCUMENTS		INDEX TABS	LEGAL DOCUMENTS	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>	TECHNICAL DOCUMENTS		I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p>
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	<p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none">1. Copies of the Contracts; and2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) <ul style="list-style-type: none">❖ <i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i>❖ <i>For private contracts, NOA or NTP shall not be required</i>❖ <i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
I-3	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱38,703,402.43.</p> <p>For this purpose, contracts similar to the Project shall be the Supply, Delivery, and Installation of Cloud Infrastructure, completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s) therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p><u>Or</u></p> <p>Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-C in Section VIII</i>)</p>



	I-5	Conformity with the Schedule of Requirements, (Accomplish/use form in Section VI)
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (use (Accomplish/use form in Section VII-A)
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) (use Form VIII-D in Section VIII);</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-8	<p>Company profile, which shall include information on the:</p> <ul style="list-style-type: none">a. Number of years in the business, with at least five (5) years experience in providing cloud servicesb. List of its officersc. Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name. <p>*In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information</p>



I-9	Authority of the representative / signatory, with valid supporting identification cards of the parties
I-10	Certification that prospective bidder is an authorized licensee/distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal.
FINANCIAL DOCUMENTS	
I-11	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p style="text-align: center;">NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <ul style="list-style-type: none">❖ <i>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i>❖ <i>The NFCC shall be based on the 2022 Audited Financial Statement. Bidders shall attach the 2022 Audited Financial Statement to the NFCC Computation. Failure to attach the 2022 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i>❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2022 Audited Financial Statement.</i> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱7,740,680.49.</p>
Class "B" Document	
I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <ul style="list-style-type: none">a. Filipino ownership or interest of the JV concerned shall be at least 60%; andb. JV Partner who will receive the payment in case the contract is awarded to the JV. <p style="text-align: center;"><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p>



	<p>a. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</p> <p>b. Filipino ownership or interest of the JV concerned shall be at least 60%; or</p> <p>c. JV partner who will receive the payment in case the contract is awarded to the JV.</p> <p><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></p>										
<p>11</p>	<p>Instructions regarding indexing of financial documents in the financial component envelope:</p> <p>The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table border="1" data-bbox="341 892 1421 1447"> <thead> <tr> <th data-bbox="341 892 495 1009">INDEX TABS</th> <th data-bbox="495 892 1421 1009">FINANCIAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="341 1009 495 1116">II-1</td> <td data-bbox="495 1009 1421 1116">Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td> </tr> <tr> <td data-bbox="341 1116 495 1258">II-2</td> <td data-bbox="495 1116 1421 1258">Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)</td> </tr> <tr> <td data-bbox="341 1258 495 1365">II-3</td> <td data-bbox="495 1258 1421 1365">Completely filled up Form VIII-F.1 (<i>see sample form found in Section VIII</i>)</td> </tr> <tr> <td data-bbox="341 1365 495 1447">II-4</td> <td data-bbox="495 1365 1421 1447">Complete filled up Form VIII-F.2 (<i>see sample form found in Section VIII</i>)</td> </tr> </tbody> </table>	INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).	II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)	II-3	Completely filled up Form VIII-F.1 (<i>see sample form found in Section VIII</i>)	II-4	Complete filled up Form VIII-F.2 (<i>see sample form found in Section VIII</i>)
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II-4	Complete filled up Form VIII-F.2 (<i>see sample form found in Section VIII</i>)										
<p>12</p>	<p>See GCC and SCC Clause 1</p>										
<p>14.1</p>	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than ₱1,548,136.10 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱3,870,340.25 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>										
<p>15</p>	<p>Instructions re: Sealing and Marking of bids:</p> <p>Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>										



TECHNICAL COMPONENT

BID FOR THE

Procurement of the Supreme Court of the Philippines Cloud Infrastructure

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE 3:00 p.m., 28 May 2024 (Tuesday)

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

FINANCIAL COMPONENT

BID FOR THE

Procurement of the Supreme Court of the Philippines Cloud Infrastructure

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE 3:00 p.m., 28 May 2024 (Tuesday)

Check one:

- Original - Financial Component
- Copy No. 1 - Financial Component
- Copy No. 2 - Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

BID FOR THE

Procurement of the Supreme Court of the Philippines Cloud Infrastructure

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE 3:00 p.m., 28 May 2024 (Tuesday)

- Original Bid
- Copy No. 1
- Copy No. 2



17	<p>Bid opening shall be conducted at 3:00 p.m. on 28 May 2024 (Tuesday) within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none">a. Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.b. Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.c. The access link for the video conference will be sent to the declared e-mail address. <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. The SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the end-user and implementing office representatives and observers shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p> <p>A detailed technical evaluation will be conducted on the technical proposal submitted.</p>
19.3	<p>One (1) Lot - <i>Procurement of the Supreme Court of the Philippines Cloud Infrastructure</i></p>
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none">1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS): <p style="margin-left: 40px;">Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p>2. Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex “A” documents.



- | | |
|--|--|
| | <ol style="list-style-type: none">3. Certificate of at least Satisfactory Performance Rating for the submitted Single Largest Completed Contract4. At least two (2) certificates of at least Satisfactory Performance Rating from previous or current clients, preferably government clients5. Other appropriate licenses and permits required by law. |
|--|--|



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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



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

5. Warranty

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

6. Liability of the Supplier

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

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



Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS.</i></p> <p><i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</i></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 <i>personnel from the Office of Administrative Services, Supreme Court and/or Management Information Systems Office, Supreme Court.</i></p> <p>Incidental Services –</p>
	<p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none">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; ande. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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>



Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *one (1) year from the date of delivery*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

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



	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2	No further instructions. The Terms of Reference (Section VII) shall govern the terms of payment.
3	Within five (5) 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, which may either be in cash or a manager's/cashier's check or a bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank, equivalent to five percent (5%) of the total amount of the contract price; or a surety bond equivalent to thirty percent (30%) thereof, callable on demand and issued by the GSIS or by any of the bonding companies accredited by the Supreme Court.



4	No further instructions.
5	For warranty and support, see Section VII. Technical Specifications. The period for correction of defects in the warranty period is ten (10) days from notice to the supplier.



Section VI. Schedule of Requirements

***This form itself must be submitted.
 Recopying is not allowed and may be a ground for disqualification.***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<i>Procurement of the Supreme Court of the Philippines Cloud Infrastructure</i>		
No.	Milestones	Schedule
1	Project Plan Project plan contains project timeline, team members, roles, and responsibilities	Within five (5) working days from Notice to Proceed
2	Delivery and activation of licenses / subscription of all components	Delivery of licenses/cloud subscription within ten (10) working days from Notice to Proceed–
3	Design and Deploy Phase (i.e., implementation design, installation, configuration, migration, testing and provisioning, acceptance) of all components	Within two (2) months from Notice to Proceed and upon SCP’s acceptance of the documentations i.e., design, configuration, test results, etc.
4	Training and Knowledge Transfer Sessions	Upon completion
5	Subscriptions for three (3) years or 36 months	SCP shall pay the total monthly consumption of all components within sixty (60) days from receipt of billing statement. Billing statements should be submitted to the SCP for verification and acceptance very 5 th day of the following month.

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

Name of Company/Bidder	Signature over Printed Name of Representative	Date
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Section VII. Technical Specifications and Terms of Reference

TERMS OF REFERENCE

For the Supreme Court of the Philippines Cloud Infrastructure

I. Introduction

The Strategic Plan for Judicial Innovations 2022-2027 (SPJI) of the Supreme Court of the Philippines (SCP) is anchored on the constitutional mandate of the Judiciary to deliver speedy and equal justice for all. One of its guiding principles aside from Timely and Fair Justice, Transparent and Accountable Justice, Equal and Inclusive Justice is Technologically Adaptive Management. The SPJI aims to develop and establish an Information and Communications Technology (ICT) infrastructure for the Philippine Judiciary that is secured, resilient, elastic, and scalable. It should also be disaster-proof, designed to hurdle possible future lockdowns and for whatever calamity or disaster that impacts in-person court processes, allowing the Judiciary personnel to conduct remote work.

ICT is vital in running basic court systems and processes. It fosters creativity, innovation, and drives sustainable growth and development in the Judiciary. With the limitless potential of technology, this project is being tapped to bolster efficiency, access to justice, accountability, and transparency.

The intention of this project is to jump-start the migration of ICT workloads and services, such as the Judiciary websites and the Judiciary Electronic Payment Solution (JEPS), to public cloud Infrastructure-As-Service (IaaS). The SCP is looking for a Public Cloud Infrastructure that will support migration of said workloads to the cloud.

The expected benefits from this project are the following:

- Stable, reliable, and disaster-proof ICT infrastructure that translates to always available online services by the judiciary for both its personnel and the public
- Improved scalability and resiliency
- Strengthened remote work capability of the Judiciary personnel
- Accelerated innovation
- Increased efficiency
- Improved management control and risk mitigation

II. Technical Specifications

<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate the page number and paragraph number in your proposal)</i>
1. General Requirements	<ul style="list-style-type: none"> • Design, install, and deploy Public Cloud Infrastructure-as-a-Service. • Design and deploy a multi-tenant capable landing zone segregating platform shared services (including at a minimum - identity services and organizational control, logging, network 	Statement of compliance supported by product brochure or certification from the cloud service provider



	<p>management, logs management, security governance and compliance, cost control and management) from workload/application accounts, and sandbox accounts.</p> <ul style="list-style-type: none">• The solution should be able to migrate workloads using “lift and shift” methodology.• Sufficient capacity in terms of data processing, data storage, and network bandwidth to handle the overall load and traffic coming to and from the applications without compromising the overall performance of the system, shall be provided.• A consistent management pane/GUI should be provided to manage and monitor workloads running on on-premises datacenter and public cloud environment. All infrastructure management tasks should be non-disruptive to the workloads running on these environments.• The architecture should allow seamless VM migration from on-premises to cloud environment & vice versa.• The platform should be capable of establishing bulk migration.• The SCP should be able to configure layer-2 virtual private network from on-premises network to one or more VLAN-based networks in the cloud data center.• The solution must be able to support network micro segmentation.• The cloud services that will be provided should be enrolled and named under the Supreme Court of the Philippines.• All data and information migrated and uploaded to the cloud shall be owned by SCP and not by the Cloud Service Provider (CSP). The SCP will retain full control, ownership, and rights of data access regardless of the physical location of the cloud services, including the right to approve and deny access to third parties.• The personnel of the CSP must not have access, in any way or any manner, including administrative access, to any contents or data on the cloud environment of the SCP. There must be no technical means available to the personnel of the CSP to read, copy, extract, modify, or otherwise access any contents or data on the cloud environment of the SCP. Any access to instance - which enable personnel of CSP to operate the system without access to the contents - must always be logged and audited, and these access must always require multi-factor authentication and authorization.• All contracts and agreements with the SCP, including those that may be executed with the CSP, shall be governed by the laws of the Republic of the Philippines.• In the case of discontinuation of cloud subscription, the bidder shall purge all of SCP’s data in the cloud and at no additional cost to SCP. Purging shall proceed after SCP has granted its approval and has downloaded (also at no additional cost to SCP) all	
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	<p>its data from the cloud. The bidder shall submit a signed certification that all data in the system including back-ups and archives are deleted.</p>	
<p>2. Public Cloud Infrastructure (PCI)</p>	<ul style="list-style-type: none"> • The proposed PCI must be globally recognized leading technology that offers optimum quality of service. • The cloud data center facility must be within the Asia Pacific Region and must be Tier III or equivalent. • The workloads to be migrated to the PCI should have a Disaster Recovery (DR) environment across region for resiliency on cold standby (active-passive) setup. • The migrated workloads should pass the DR failover test scenarios, and with documented recovery duration/Recovery Time Objective (RTO). The bidder must submit the DR failover test scenarios for approval by the SCP prior to testing. • At least 20 VMs on the PCI should be accommodated. This does not include other VMs that may be required by other components of the solution. • The PCI must support all standard data formats for data transfer/portability from cloud to customer's virtualization infrastructure and vice-versa. • The architecture should provide direct integration and availability of native cloud services like Object Storage, Database services, Public IPs, etc., with optimized connectivity options. • The solution should be able to provide flexibility to configure Virtual Machines (VM) based on requirements and should be capable of allowing bi-directional workload mobility i.e., from on-premises to cloud and back. • The cloud solution platform should have the capability to monitor and auto expand (auto scale out) and auto contract (auto scale in) capabilities. • The creation and control of VMs should be at the control of SCP. • The cloud platform should have the capability to deploy multiple operating systems from Microsoft, RedHat, Ubuntu, and other operating systems. • The architecture should include storage virtualization technologies with options to highly available mount SSD, magnetic HDD, and support for high throughput. The storage virtualization technology should also include the capability to do snapshots both from a storage level, and OS level, as well as automated scheduled snapshots. • The solution should provide tools that will help SCP to analyze, manage, and optimize the costs of the workloads such as: <ol style="list-style-type: none"> 1) Provide alerts when spending of SCP's budget or cloud credits reaches or exceeds the amount defined in the alert condition of the budget 	<p>Any document or proof issued by reputable entities that will support the claim</p> <p>Certificate that the proposed cloud data center facility is Tier III or equivalent and running within Asia Pacific Region</p> <p>Statement of compliance supported by product brochure or certification from the cloud service provider</p>



	<ol style="list-style-type: none"> 2) Provide projected cost for the current month and the trend of total cost for the last six (6) months 3) Provide granular cost visibility and track the expenses of cloud resources accurately 4) Etc. 	
<p>3. Cloud Security</p>	<ul style="list-style-type: none"> • In general, the PCI should have the following security capabilities: <ol style="list-style-type: none"> 1) Advanced Load Balancing (L4-L7) 2) Web Application Firewall (WAF with L3-L7 and DDOS mitigation) 3) Advanced Next-Generation Firewall with L3, L4, L7, IDS/ IPS 4) Cloud Security Posture Management 5) Cloud Workload Protection • For advanced load balancer with WAF, the following capabilities must be met: <ol style="list-style-type: none"> 1) Should be on a High Availability active-passive configuration 2) Should have solution for L4-L7 Load Balancing, WAF, and application analytics in multi-cloud environment 3) Must be flexible in integrating to other security solutions, i.e. through APIs 4) Should have a real-time security analytics with monitoring and reporting, built-in search, HTTP request and response header logging, and real-time streaming of logs to external VMs 5) Should have an Application Health Score that is based on performance, resource, utilization, traffic, behavior, and security 6) Should have Session Persistence that supports the following: <ul style="list-style-type: none"> ▪ Client IP ▪ Customer Header ▪ HTTP Cookie ▪ App Cookie ▪ TLS Session 7) Should have Request Routing (Content Switching) that supports: <ul style="list-style-type: none"> ▪ Route/Respond/Redirect/allow/deny ▪ Rate limit based on client IP ▪ Service port ▪ HTTP method/Version/Path/Query/Headers/ Cookie/Host header 8) Should have a Response-Based-Policies that supports for action such as header modification/ Redirect / etc. based on back-end server response values 9) Should have connection throttling and rate limiting, and granular rate-limiting policies based on Layer 7 criteria, including per-URL/per-client 	<p>Statement of compliance supported by product brochure or certification from the manufacturer</p>



	<ol style="list-style-type: none">10) Should have OWASP Top 10 attacks compliance and protection11) Should support SSL Everywhere (HSTS, secure cookies), caching, compression, ProxyPass, and rewrite request/response header12) Should have IP protection (GEOIP Blocking) and application specific security (Drupal, Wordpress)13) Should have Threat Emulation and Threat Extraction (Sandboxing) for Zero-day attacks <ul style="list-style-type: none">• The cloud infrastructure should have advanced firewall capabilities below:<ol style="list-style-type: none">1) Should be on a High Availability active-passive configuration2) Should come with a distributed scale-out internal firewall and Intrusion Detection System/Intrusion Prevention System (IDS/IPS) that is intrinsic3) Should have Layers 3, 4, and 7 stateful firewall and IDS/IPS that protect traffic across workload from threats4) The firewall and IDS/IPS should be distributed solutions whereby traffic can be inspected and/or analyzed without the need to be forwarded or mirrored to a central inspection/analytic engine.5) Should be able to inspect and protect east-west traffic and prevent lateral movement attacks with stateful Layers 3-7 inspection6) Should be able to help achieve zero trust via trust broker with granular micro-segmentation policies between applications, services, and workloads7) Should be workload or context-aware and apply only those signatures related to the specific workload instead of the entire signature database to reduce detection effort and false positive rates8) Should be able to periodically update detection information, including signatures9) Should have Threat Emulation and Threat Extraction (Sandboxing) for Zero-day attacks10) Should be able to support FQDN filtering that permit or deny communication to specific destinations on the internet11) Should be able to apply security policies throughout the network• The cloud infrastructure should have Cloud Security Posture Management capabilities below:<ol style="list-style-type: none">1) Must be able to visualize cloud resource relationships and associated misconfigurations, threats, metadata, vulnerability, and change activity2) Must be able to centrally define security baselines while enabling authorized users to	
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	<p>monitor and fix security violations in their environments through role-based access controls</p> <ol style="list-style-type: none">3) The solution must be able to provide the ability to create governance, risk, and compliance policies based on custom criteria and executive actions automatically with configurable authorizers to approve and execute actions.4) The solution must be able to identify out-of-compliance configurations based on industry standards or benchmarks (e.g., ISO 27001, CIS, NIST).5) The solution must be able to identify relations between cloud objects and services and provide visualizations for showing the risks associated with the interconnected objects.6) The solution must be able to rank violations and threats according to severity either as out-of-the-box or customizable.7) The authorized user can set an exception to security policies by suppressing rules. <ul style="list-style-type: none">• The cloud infrastructure should have Cloud Workload Protection capabilities below:<ol style="list-style-type: none">1) General Detection, Reporting, and Visibility requirement:<ol style="list-style-type: none">a) Sensor must be able to continuously record endpoint activities in real-time.b) The user interface must be able to provide the feature to easily find and analyze system activity.c) Must have the ability to report to the console any attempt to tamper with the EDR (Endpoint Detection and Response) sensor process and/or its relevant files and registry keysd) Must be able to provide roles with role-based controls to console users and teams of console userse) Must be able to return queries against the dataset in secondsf) Must be able to log/record the following:<ul style="list-style-type: none">• Open process - when a process opens a handle to a second process• Open thread - when a process opens a handle to a thread within a second process• Remote thread - when a process creates a thread in a second process"g) Endpoint data collected should be able to:<ul style="list-style-type: none">• Show which process connected to which IP address and/or domain• Show where unsigned binaries are executing• Show which user accounts are executing which processes• Show which processes modified certain files, file paths	
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	<ul style="list-style-type: none">• Show which processes modified certain registry entries• Show parent/child relationship of processes• Show process command line <p>2) General Response Capabilities:</p> <ul style="list-style-type: none">a) Must have the ability to isolate a host from the network, disabling the machine's ability to communicate (lateral movement) with any system, other than the incident response console, without deploying any additional software to the endpoint at the time of the isolationb) Must be able to provide a fully recorded and successful "kill chain" of malwarec) Must be able to quickly determine scope and spread (lateral movement) of an attack after detectiond) Must be able to provide live response to endpoint (whether endpoint is isolated or not) - Run remote commands in a shell environment, commands include killing processes, upload/download files, execute commands, etc., view currently running processes, etc.e) Must be able to provide a flexible and robust query language which extends search capabilities to include multiple terms, logical operators (and/or), term groupings, and negations <p>3) Additional Capabilities:</p> <ul style="list-style-type: none">a) Must have sensor groupingb) Must be able to do remediations easily from the console without typing any scriptc) No on-premises hardware infrastructure shall be requiredd) The sensor must serve for both the EDR and AV under a single agent.e) The sensor must utilize low resources and reasonable bandwidth.f) The sensor must continue to record events even if endpoint becomes offline - events will be stored in local cache and sent to the cloud servers when internet connection is re-established.g) Both EDR and Next Generation Antivirus (NGAV) must share the same cloud console (interface).h) NGAV's Techniques, Tactics, and Procedures (TTPs) must be integrated into Cloud EDR, watchlists can be created based on those TTPsi) The solution must provide REST API for custom integration.j) The system must support Windows and various distributions of Linux operating systems.	
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	<p>k) The solution must be scalable to support future endpoint growth - no need to procure new resources or change the solution architecture during expansion.</p> <p>l) Can easily enable workload protection on eligible virtual machines</p> <p>m) The solution must apply scan-less approach such that it adds a risk score from security data feed. This risk-based approach verifies if the vulnerability is easily exploitable and if there is any known malware or active internet breach reports. Also, there should be no additional agent or scanning required while conducting vulnerability assessment.</p> <p>n) The solution must have a lifecycle management with the following features:</p> <ul style="list-style-type: none"> • The Cybersecurity and Cloud admins can easily enable/disable/upgrade the solution's sensor on the virtual machines. • The solution's sensor can be enabled/disabled/updated on one or multiple VMs. • Must be able to perform actions such as assigning policy, enable/disable bypass, query assets, etc. on one or multiple VMs using the solution's cloud console <p>o) The solution must have Vulnerability Assessment capabilities such that it provides an IT Security Risk Assessment report to Cybersecurity and VM admins for mitigation and compliance.</p> <p>p) The solution must have Compliance Scanning that:</p> <ul style="list-style-type: none"> • Automatically initiates vulnerability assessment in real-time across all endpoints or a subset thereof, browser extensions, file systems, attributes, metadata, network nodes/interfaces, patches installed, and etc. • Maintain IT Hygiene and can track any changes or deviations on the configuration • Ensure compliance to ISO/IEC 27017 • And other features recommended to complement the capabilities stated above 	
<p>4. Bidder Qualification Requirements</p>	<ul style="list-style-type: none"> • The bidder must be an authorized partner of all the manufacturers of its proposed solution. • The bidder must have at least (and maintain throughout the engagement with SCP) two (2) Cloud Platform Certified Architect/Engineer/Administrator in its personnel roster. • The bidder must have at least 5 years experience in providing cloud services. 	<p>Certifications from the manufacturers including Cloud certifications of its personnel</p> <p>Certification from the bidder</p>



	<ul style="list-style-type: none"> The bidder must present certified true copy of ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3 standards, and PCI DSS compliance, and OWASP compliance of the CSP. 	<p>Copies of industry certificates for PCI specifically:</p> <ol style="list-style-type: none"> ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3 standards, PCI DSS compliance OWASP compliance
<p>5. Bidder and Cloud Service Provider (CSP) Responsibilities</p>	<ul style="list-style-type: none"> The Bidder with the assistance of the CSP, shall be responsible for the creation of the following: <ol style="list-style-type: none"> Public cloud accounts and its activation for use Admin user under the newly created account Virtual network and subnets Site-to-site VPN over existing internet link between the public cloud and on-premises private network including point-to-site connectivity Installation, setup, and configuration of PCI including server hardening, Identity Access Management, Role Based Access Control, IP addresses, directory service, and Key Management Service Setup of back-up/replication policy for each VM, as per defined retention policy Creation and testing of recovery plan and conduct DR drills annually Setup of Cloud Security which includes Load Balancer, Web Application Firewall, Firewall, IDPS, Cloud Security Posture Management and Cloud Workload Protection Setup and creation of Infrastructure Service Policies, high-level security policies that segments between broadly defined object groups (e.g., tenants, business units, environments) Secure all applications where applicable Shall be responsible for the creation of public subnet and routing group. The bidder shall attach routing group with public subnet/private subnet. Shall be responsible for the creation and launch of VMs as per SCP's specifications (i.e., size, OS) including migration of identified VMs currently deployed on-premises to the cloud. All risk management related to migration Create cloud-based security group with limited port/IP access to be defined by SCP. Provide the capability for the creation of Identity and Access Management of users with multi-factor authentication Shall be responsible for the Key Lifecycle Management for encrypting data stored in public cloud Understand the complete architecture of existing applications and processes necessary for the 	<p>Statement of compliance</p>



	<p>smooth migration of applications and databases including interdependencies between applications and data</p> <ul style="list-style-type: none"> • Shall be responsible in monitoring and reporting of services consumed • Provide access to SCP for installation, commissioning, decommissioning, and management of VMs • Provide necessary reports including sizing, current loads, utilization, expected growth/demand, and other details for scale up/scale down on a monthly basis or as and when required by SCP • Shall conduct cloud services consumption planning to ensure efficient usage of monetary resources and to ensure that the cloud subscription shall have flexibility in case it is not fully utilized • Shall provide assistance in monitoring of performance, resource utilization, and other events such as failure of services, degradation of services, availability of network, storage, database systems, OS, etc. • Shall be responsible for providing the relevant reports, including real-time as well as past data/reports on custom dashboard • Shall not delete any data without prior approval of SCP during and after the contract period • Shall ensure that the following native cloud services are available: <ul style="list-style-type: none"> a. Virtual Network that allows the provisioning of a logically isolated section of the cloud where resources can be launched in a virtual network defined by SCP b. Cloud Virtual Machines c. Cloud Storage d. Identity Directory Service e. Site-to-site VPN with at least 5TB outbound data transfer per month f. Simple and secured data protection for block storage data g. Domain Name System (DNS) service in the cloud with domain registration and DNS name management functionality. <p>At least twenty (20) static public IP addresses for the websites in the cloud.</p> • Shall provide necessary technical documentation, design documentation, standard operating procedures, and knowledge transfer sessions required for the operations and management of services 	
<p>6. Scope of Work and Deliverables</p>	<p>See ANNEX – A</p>	<p>Statement of Compliance</p>
<p>7. Technical Support Services</p>	<ul style="list-style-type: none"> • At the minimum, the bidder and/or the CSP shall provide a Resident Engineer, Technical Account Manager, and Customer Success Manager for this project. Both the Resident Engineer and Technical 	<p>Statement of Compliance</p>



	<p>Account Manager must be able to speak the local Filipino language.</p> <ul style="list-style-type: none">• Tasks and responsibilities of the Resident Engineer:<ul style="list-style-type: none">a) Develop Day 2 Operation Runbook (i.e., monitoring, management, maintenance, troubleshooting, documentation, etc.)b) Providing weekly status and timesheet updates inclusive of information on accomplishments, risks and mitigations, issues/resolutions, and planned tasksc) Investigation and/or resolution of incident ticketsd) Incubation of the cloud Security Operations Center (SOC) and hand-holding for SCP's cybersecurity division to operate the SOCe) The resident engineer will perform the above customized services for 90-day time and material.• Tasks and responsibilities of the Technical Account Manager<ul style="list-style-type: none">a) Provide and present reports showing environment performance metrics that identify areas for alignment, optimization, and recommendations, on a quarterly basis.b) Provide yearly Day 2 reports that compare operations and processes with best practices, benchmark reporting, and optimization of operations that can improve efficiency, resiliency, security, and sustainability of SCP's existing virtualized IT operations.c) Act as the primary focal point for all technical questions and ideas in relation to virtualization deployment obstacles.d) Assist and provide optimization recommendations on running workloads for cost efficiency and savings arease) Provide coordination for virtualization issue management, escalation, and resolution.f) Provide knowledge transfer and skills to administrator/s of the current virtualization software.g) The technical account manager will perform the above customized services for 36 months.• Tasks and responsibilities of the Customer Success Manager<ul style="list-style-type: none">a) Provide Operations Transformation Readiness Assessments which are 100% compatible to the existing virtualization software. These assessments should be focused on MISO's current state, performing a gap analysis against the recommended practices as applied to the existing virtualized environment, and providing prioritized, actionable recommendations for closing the gaps as well as an implementation roadmap.b) Provide operational assessment framework, engagement approach, discovery, report, and executive presentation.c) Assist and provide guidance and recommendations to SCP's cloud framework	
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	<p>d) The Customer Success Manager will perform the above customized services for 12 months.</p>									
<p>8. Service Level Agreement</p>	<ul style="list-style-type: none"> • Service Commitment <ul style="list-style-type: none"> ○ The CSP shall ensure that the cloud platform is available with a monthly uptime percentage of at least 99.95% during any monthly billing cycle as a service commitment. If the cloud environment does not meet the service commitment, SCP will be eligible to receive a Service Credit. ○ A “Service Credit” shall be a dollar credit that the CSP shall credit back to SCP’s account which can be utilized for cloud services/offerings of the CSP. • Monthly Uptime Percentage - Calculated by subtracting the percentage time during the month in which the cloud platform is "unavailable" from 100%. This includes downtime resulting directly or indirectly, but not limited to the following instances: <ul style="list-style-type: none"> a. When the SCP runs instances on the cloud environment and certain services cannot be accessed b. When all of SCP’s attached volumes on the cloud environment perform zero read/write and input/output or have pending input/output in the queue. • Service Credits shall be calculated as percentage based on the performance of the PCI for the month’s billing cycle where there were instances of service unavailability respective to the circumstances below: <table border="1" data-bbox="509 1375 1154 1647" style="margin: 10px auto;"> <thead> <tr> <th>Monthly Uptime Percentage</th> <th>Service Credit Percentage</th> </tr> </thead> <tbody> <tr> <td>Less than 99.95% but equal to or greater than 95.00%</td> <td>10%</td> </tr> <tr> <td>Less than 95.00% but equal to or greater than 90.00%</td> <td>25%</td> </tr> <tr> <td>Less than 90.00%</td> <td>100%</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • The bidder and/or the CSP shall provide the forms and procedures in requesting Service Credits. • Requests for Service Credits shall be reflected immediately after confirmation. • A service support escalation list with corresponding contact details (name, position, email address, telephone and mobile numbers) shall be provided. • The service support escalation list must have a single point of contact, i.e., call center or helpdesk with hotline numbers and available 24 x 7 including weekends and holidays. • A detailed incident report shall be submitted for every problem that occurs. The report should have but not limited to downtime, root cause of the problem, actions taken, and recommendations on preventing recurrence of the problem. 	Monthly Uptime Percentage	Service Credit Percentage	Less than 99.95% but equal to or greater than 95.00%	10%	Less than 95.00% but equal to or greater than 90.00%	25%	Less than 90.00%	100%	
Monthly Uptime Percentage	Service Credit Percentage									
Less than 99.95% but equal to or greater than 95.00%	10%									
Less than 95.00% but equal to or greater than 90.00%	25%									
Less than 90.00%	100%									



<p>9. Training</p>	<ul style="list-style-type: none"> • The bidder must provide training path/s for at least fifteen (15) technical personnel of MISO. The training path/s should show a blended learning phase approach. • The learning courses must be certified and delivered by the manufacturers of the solution. • The learning path/s and certified courses should focus on areas of specialization specifically Data Center Virtualization, Cloud Architecture, Cloud Automation and Operations, and Cloud Security. • The training path/s and package/s should include certification exams and assessment. • Knowledge Transfer (KT) sessions shall be conducted covering the design, implementation, and operational considerations related to the scope of the project. The KT sessions should be excluded from the proposed blended learning approach. • The training programs, outlines, modules, etc. to be submitted by the bidder are subject to approval by SCP. 	<p>Statement of Compliance</p>
<p>10. Subscription and Support Services Warranty</p>	<ul style="list-style-type: none"> • Minimum three-year subscription, warranty, and support coverage • Three (3) years comprehensive (24 x 7) support services shall include, at a minimum, the following: <ul style="list-style-type: none"> ○ Product upgrades ○ Product updates ○ Health checks ○ Remote support when needed ○ 24 x 7 unlimited email and phone support ○ Unlimited number of support requests • Response Times <ul style="list-style-type: none"> ○ Critical (Severity 1): 30 minutes; 24x7 ○ Major (Severity 2): 4 business hours ○ Minor (Severity 3): 8 business hours ○ Cosmetic (Severity 4): 12 business hours • Support should be available on Chat, Phone and Email 	<p>Letter(s) of warranty support/certificates from the cloud service provider and manufacturer/s of the other proposed solutions i.e., Cloud Security, etc.</p>

III. Schedule of Requirements

No.	Milestones	Payment Percentage	Schedule
1	<p>Project Plan</p> <p>Project plan contains project timeline, team members, roles, and responsibilities</p>	5%	Within five (5) working days from Notice to Proceed
2	Delivery and activation of licenses / subscription of all components	5%	Delivery of licenses/cloud subscription within ten (10) working days from Notice to Proceed–



3	Design and Deploy Phase (i.e., implementation design, installation, configuration, migration, testing and provisioning, acceptance) of all components	10%	Within two (2) months from Notice to Proceed and upon SCP's acceptance of the documentations i.e., design, configuration, test results, etc.
4	Training and Knowledge Transfer Sessions	5%	Upon completion
5	Subscriptions for three (3) years or 36 months	75%	SCP shall pay the total monthly consumption of all components within sixty (60) days from receipt of billing statement. Billing statements should be submitted to the SCP for verification and acceptance every 5 th day of the following month.
Total		100%	

IV. Terms of Payment

The bidder shall be paid upon completion of every milestone with the corresponding percentage as indicated in the Schedule of Requirements. Prior to payment, a Certificate of Acceptance shall be issued by MISO for Milestones No. 1 to No. 4. For Milestone No. 5, SCP shall pay the total monthly consumption of all components within sixty (60) days from receipt of billing statement. Said billing statements shall be submitted to SCP for verification and acceptance on every 5th day of the following month.

V. Contract Duration

The duration of the cloud computing platform subscription is three (3) years or thirty-six (36) months or until the contract amount budget or cloud credits is fully consumed.

VI. Confidentiality and Non-Disclosure Agreement

The bidder must not disclose any documents, material, configurations, and any other information from SCP and must adhere to the provisions of RA 10173 or the Data Privacy Act of 2012.



ANNEX – A

1. The following 20 VMs on-premises shall be migrated to the cloud with their initial minimum requirements and may change any time during the duration of the contract, depending on the requirements of SCP:

VM No.	Server Instance	Storage Space	Memory Size	vCPUs	OS	Classification
1	CTAWEB	120 GB	8 GB	8 Cores	CentOS	Websites/DB
2	SC-webserver-staging-jhairesn-56	565 GB	64GB	16 Cores	Ubuntu	SC Website
3	DATASERVER-2022-53	570 GB	64 GB	16 Cores	Ubuntu	Websites
4	elibrary-33	1.34 TB	16 GB	4 Cores	Windows	Websites
5	jigss	2.10 TB	16 GB	8 Cores	Ubuntu	Websites
6	OCA-webserver2022-dmz51	1.11 TB	64 GB	16 Cores	Ubuntu	Websites
7	Epay-adminportal1-prod-126	245 GB	8 GB	4 Cores	Ubuntu	Web App
8	epay-prod-haproxy1-dmz-25	110 GB	8 GB	4 Cores	Ubuntu	Web App
9	epay-prod-haproxy2-dmz-26	110 GB	8 GB	4 Cores	Ubuntu	Web App
10	epay-prod-Microsite1-prod-124	110 GB	8 GB	4 Cores	Ubuntu	Web App
11	epay-prod-Microsite2-prod-125	110 GB	8 GB	4 Cores	Ubuntu	Web App
12	epay-prod-api1-prod-128	110 GB	8 GB	4 Cores	Ubuntu	Web App
13	epay-prod-api2-prod-129	110 GB	8 GB	4 Cores	Ubuntu	Web App
14	epay-prod-api3-prod-130	110 GB	8 GB	4 Cores	Ubuntu	Web App
15	Epay-postgresql-slave-prod-123	510 GB	8 GB	4 Cores	Ubuntu	Web App
16	Epay-adminportal2-prod-127	230 GB	8 GB	4 Cores	Ubuntu	Web App
17	Epay-broker1-prod-131	110 GB	8 GB	4 Cores	Ubuntu	Web App
18	Epay-broker2-pord-132	110 GB	8 GB	4 Cores	Ubuntu	Web App
19	Epay-zookeper-prod-133	110 GB	8 GB	4 Cores	Ubuntu	Web App
20	Epay-postgresql-master-prod-122	510 GB	8 GB	4 Cores	Ubuntu	Web App

2. Subscription to a public cloud infrastructure as a service for a period of 36months that will serve as the PRIMARY PRODUCTION ENVIRONMENT for the above-stated applications/workloads.
3. Subscription to a Cloud Security solution as described in the technical specifications. These solutions must be compatible to run on the required public cloud infrastructure. The subscription period is for 36-months, aligning with the same subscription period of the public cloud infrastructure.
4. If necessary, subscribing to latest OS licenses, databases, etc., within the contract period of 36-months.
5. Re-platform or Re-hosting of some workloads upon determination during the discovery and assessment sessions.



Section VII-A. Technical Bid Form

[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 Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

This form itself must be submitted.

Item II. TECHNICAL SPECIFICATIONS¹			
Item	Minimum Specifications	Supporting Documents to be Submitted <i>(Please indicate the page number and paragraph number in your proposal)</i>	Statement of Compliance
1. General Requirements	<ul style="list-style-type: none"> • Design, install, and deploy Public Cloud Infrastructure-as-a-Service. • Design and deploy a multi-tenant capable landing zone segregating platform shared services (including at a minimum - identity services and organizational control, logging, network management, logs management, security governance and compliance, cost control and management) from workload/application accounts, and sandbox accounts. • The solution should be able to migrate workloads using “lift and shift” methodology. • Sufficient capacity in terms of data processing, data storage, and network bandwidth to handle the overall load and traffic coming to and from the applications without compromising the overall performance of the system, shall be provided. 	Statement of compliance supported by product brochure or certification from the cloud service provider	

¹ Section VII. Technical Specifications and Terms of Reference



	<ul style="list-style-type: none">• A consistent management pane/GUI should be provided to manage and monitor workloads running on on-premises datacenter and public cloud environment. All infrastructure management tasks should be non-disruptive to the workloads running on these environments.• The architecture should allow seamless VM migration from on-premises to cloud environment & vice versa.• The platform should be capable of establishing bulk migration.• The SCP should be able to configure layer-2 virtual private network from on-premises network to one or more VLAN-based networks in the cloud data center.• The solution must be able to support network micro segmentation.• The cloud services that will be provided should be enrolled and named under the Supreme Court of the Philippines.• All data and information migrated and uploaded to the cloud shall be owned by SCP and not by the Cloud Service Provider (CSP). The SCP will retain full control, ownership, and rights of data access regardless of the physical location of the cloud services, including the right to approve and deny access to third parties.• The personnel of the CSP must not have access, in any way or any manner, including administrative access, to any contents or data on the cloud environment of the SCP. There must be no technical means available to the personnel of the CSP to read, copy, extract, modify, or otherwise access any contents or data on the cloud environment of the SCP. Any access - which enable personnel of CSP to operate the system without access		
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	<p>to the contents - must always be logged and audited, and these access must always require multi-factor authentication and authorization.</p> <ul style="list-style-type: none"> • All contracts and agreements with the SCP, including those that may be executed with the CSP, shall be governed by the laws of the Republic of the Philippines. • In the case of discontinuation of cloud subscription, the bidder shall purge all of SCP's data in the cloud and at no additional cost to SCP. Purging shall proceed after SCP has granted its approval and has downloaded (also at no additional cost to SCP) all its data from the cloud. The bidder shall submit a signed certification that all data in the system including back-ups and archives are deleted. 		
<p>2. Public Cloud Infrastructure (PCI)</p>	<ul style="list-style-type: none"> • The proposed PCI must be globally recognized leading technology that offers optimum quality of service. • The cloud data center facility must be within the Asia Pacific Region and must be Tier III or equivalent. • The workloads to be migrated to the PCI should have a Disaster Recovery (DR) environment across region for resiliency on cold standby (active-passive) setup. • The migrated workloads should pass the DR failover test scenarios, and with documented recovery duration/Recovery Time Objective (RTO). The bidder must submit the DR failover test scenarios for approval by the SCP prior to testing. • At least 20 VMs on the PCI should be accommodated. This does not include other VMs that may be required by other components of the solution. • The PCI must support all standard data formats for data 	<p>Any document or proof issued by reputable entities that will support the claim</p> <p>Certificate that the proposed cloud data center facility is Tier III or equivalent and running within Asia Pacific Region</p> <p>Statement of compliance supported by product brochure or certification from the cloud service provider</p>	



	<p>transfer/portability from cloud to customer's virtualization infrastructure and vice-versa.</p> <ul style="list-style-type: none">• The architecture should provide direct integration and availability of native cloud services like Object Storage, Database services, Public IPs, etc., with optimized connectivity options.• The solution should be able to provide flexibility to configure Virtual Machines (VM) based on requirements and should be capable of allowing bi-directional workload mobility i.e., from on-premises to cloud and back.• The cloud solution platform should have the capability to monitor and auto expand (auto scale out) and auto contract (auto scale in) capabilities.• The creation and control of VMs should be at the control of SCP.• The cloud platform should have the capability to deploy multiple operating systems from Microsoft, RedHat, Ubuntu, and other operating systems.• The architecture should include storage virtualization technologies with options to highly available mount SSD, magnetic HDD, and support for high throughput. The storage virtualization technology should also include the capability to do snapshots both from a storage level, and OS level, as well as automated scheduled snapshots.• The solution should provide tools that will help SCP to analyze, manage, and optimize the costs of the workloads such as:<ol style="list-style-type: none">1) Provide alerts when spending of SCP's budget or cloud credits reaches or exceeds the amount defined in the alert condition of the budget2) Provide projected cost for the current month and the		
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	<p>trend of total cost for the last six (6) months</p> <ol style="list-style-type: none">3) Provide granular cost visibility and track the expenses of cloud resources accurately4) Etc.		
3. Cloud Security	<ul style="list-style-type: none">• In general, the PCI should have the following security capabilities:<ol style="list-style-type: none">1) Advanced Load Balancing (L4-L7)2) Web Application Firewall (WAF with L3-L7 and DDOS mitigation)3) Advanced Next-Generation Firewall with L3, L4, L7, IDS/ IPS4) Cloud Security Posture Management5) Cloud Workload Protection• For advanced load balancer with WAF, the following capabilities must be met:<ol style="list-style-type: none">1) Should be on a High Availability active-passive configuration2) Should have solution for L4-L7 Load Balancing, WAF, and application analytics in multi-cloud environment3) Must be flexible in integrating to other security solutions, i.e. through APIs4) Should have a real-time security analytics with monitoring and reporting, built-in search, HTTP request and response header logging, and real-time streaming of logs to external VMs5) Should have an Application Health Score that is based on performance, resource, utilization, traffic, behavior, and security	Statement of compliance supported by product brochure or certification from the manufacturer	



	<p>6) Should have Session Persistence that supports the following:</p> <ul style="list-style-type: none">▪ Client IP▪ Customer Header▪ HTTP Cookie▪ App Cookie▪ TLS Session <p>7) Should have Request Routing (Content Switching) that supports:</p> <ul style="list-style-type: none">▪ Route/Respond/Redirect/allow/deny▪ Rate limit based on client IP▪ Service port▪ HTTP method/Version/Path/Query/Headers/Cookie/Host header <p>8) Should have a Response-Based-Policies that supports for action such as header modification/ Redirect / etc. based on back-end server response values</p> <p>9) Should have connection throttling and rate limiting, and granular rate-limiting policies based on Layer 7 criteria, including per-URL/per-client</p> <p>10) Should have OWASP Top 10 attacks compliance and protection</p> <p>11) Should support SSL Everywhere (HSTS, secure cookies), caching, compression, ProxyPass, and rewrite request/response header</p> <p>12) Should have IP protection (GEOIP Blocking) and application specific security (Drupal, Wordpress)</p> <p>13) Should have Threat Emulation and Threat Extraction (Sandboxing) for Zero-day attacks</p>		
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- The cloud infrastructure should have advanced firewall capabilities below:
 - 12) Should be on a High Availability active-passive configuration
 - 13) Should come with a distributed scale-out internal firewall and Intrusion Detection System/Intrusion Prevention System (IDS/IPS) that is intrinsic
 - 14) Should have Layers 3, 4, and 7 stateful firewall and IDS/IPS that protect traffic across workload from threats
 - 15) The firewall and IDS/IPS should be distributed solutions whereby traffic can be inspected and/or analyzed without the need to be forwarded or mirrored to a central inspection/analytic engine.
 - 16) Should be able to inspect and protect east-west traffic and prevent lateral movement attacks with stateful Layers 3-7 inspection
 - 17) Should be able to help achieve zero trust via trust broker with granular micro-segmentation policies between applications, services, and workloads
 - 18) Should be workload or context-aware and apply only those signatures related to the specific workload instead of the entire signature database to reduce detection effort and false positive rates
 - 19) Should be able to periodically update detection information, including signatures
 - 20) Should have Threat Emulation and Threat Extraction (Sandboxing) for Zero-day attacks



	<p>21) Should be able to support FQDN filtering that permit or deny communication to specific destinations on the internet</p> <p>22) Should be able to apply security policies throughout the network</p> <ul style="list-style-type: none">• The cloud infrastructure should have Cloud Security Posture Management capabilities below:<ol style="list-style-type: none">8) Must be able to visualize cloud resource relationships and associated misconfigurations, threats, metadata, vulnerability, and change activity9) Must be able to centrally define security baselines while enabling authorized users to monitor and fix security violations in their environments through role-based access controls10) The solution must be able to provide the ability to create governance, risk, and compliance policies based on custom criteria and executive actions automatically with configurable authorizers to approve and execute actions.11) The solution must be able to identify out-of-compliance configurations based on industry standards or benchmarks (e.g., ISO 27001, CIS, NIST).12) The solution must be able to identify relations between cloud objects and services and provide visualizations for showing the risks associated with the interconnected objects.13) The solution must be able to rank violations and threats according to severity either as		
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	<p>out-of-the-box or customizable.</p> <p>14) The authorized user can set an exception to security policies by suppressing rules.</p> <ul style="list-style-type: none">• The cloud infrastructure should have Cloud Workload Protection capabilities below:<ol style="list-style-type: none">4) General Detection, Reporting, and Visibility requirement:<ol style="list-style-type: none">h) Sensor must be able to continuously record endpoint activities in real-time.i) The user interface must be able to provide the feature to easily find and analyze system activity.j) Must have the ability to report to the console any attempt to tamper with the EDR (Endpoint Detection and Response) sensor process and/or its relevant files and registry keysk) Must be able to provide roles with role-based controls to console users and teams of console usersl) Must be able to return queries against the dataset in secondsm) Must be able to log/record the following:<ul style="list-style-type: none">• Open process - when a process opens a handle to a second process• Open thread - when a process opens a handle to a thread within a second process• Remote thread - when a process creates a thread in a second process"n) Endpoint data collected should be able to:<ul style="list-style-type: none">• Show which process connected to which IP address and/or domain		
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	<ul style="list-style-type: none">• Show where unsigned binaries are executing• Show which user accounts are executing which processes• Show which processes modified certain files, file paths• Show which processes modified certain registry entries• Show parent/child relationship of processes• Show process command line <p>5) General Response Capabilities:</p> <ul style="list-style-type: none">f) Must have the ability to isolate a host from the network, disabling the machine's ability to communicate (lateral movement) with any system, other than the incident response console, without deploying any additional software to the endpoint at the time of the isolationg) Must be able to provide a fully recorded and successful "kill chain" of malwareh) Must be able to quickly determine scope and spread (lateral movement) of an attack after detectioni) Must be able to provide live response to endpoint (whether endpoint is isolated or not) - Run remote commands in a shell environment, commands include killing processes, upload/download files, execute commands, etc., view currently running processes, etc.j) Must be able to provide a flexible and robust query language which extends		
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	<p>search capabilities to include multiple terms, logical operators (and/or), term groupings, and negations</p> <p>6) Additional Capabilities:</p> <ul style="list-style-type: none">q) Must have sensor groupingr) Must be able to do remediations easily from the console without typing any scripts) No on-premises hardware infrastructure shall be requiredt) The sensor must serve for both the EDR and AV under a single agent.u) The sensor must utilize low resources and reasonable bandwidth.v) The sensor must continue to record events even if endpoint becomes offline - events will be stored in local cache and sent to the cloud servers when internet connection is re-established.w) Both EDR and Next Generation Antivirus (NGAV) must share the same cloud console (interface).x) NGAV's Techniques, Tactics, and Procedures (TTPs) must be integrated into Cloud EDR, watchlists can be created based on those TTPsy) The solution must provide REST API for custom integration.z) The system must support Windows and various distributions of Linux operating systems.aa) The solution must be scalable to support future endpoint growth - no need		
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	<p>to procure new resources or change the solution architecture during expansion.</p> <p>bb) Can easily enable workload protection on eligible virtual machines</p> <p>cc) The solution must apply scan-less approach such that it adds a risk score from security data feed. This risk-based approach verifies if the vulnerability is easily exploitable and if there is any known malware or active internet breach reports. Also, there should be no additional agent or scanning required while conducting vulnerability assessment.</p> <p>dd) The solution must have a lifecycle management with the following features:</p> <ul style="list-style-type: none">• The Cybersecurity and Cloud admins can easily enable/disable/upgrade the solution's sensor on the virtual machines.• The solution's sensor can be enabled/disabled/updated on one or multiple VMs.• Must be able to perform actions such as assigning policy, enable/disable bypass, query assets, etc. on one or multiple VMs using the solution's cloud console <p>ee) The solution must have Vulnerability Assessment capabilities such that it provides an IT Security Risk Assessment report to Cybersecurity and VM admins for mitigation and compliance.</p> <p>ff) The solution must have Compliance Scanning that:</p>		
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	<ul style="list-style-type: none"> • Automatically initiates vulnerability assessment in real-time across all endpoints or a subset thereof, browser extensions, file systems, attributes, metadata, network nodes/interfaces, patches installed, and etc. • Maintain IT Hygiene and can track any changes or deviations on the configuration • Ensure compliance to ISO/IEC 27017 • And other features recommended to complement the capabilities stated above 		
<p>4. Bidder Qualification Requirements</p>	<ul style="list-style-type: none"> • The bidder must be an authorized partner of all the manufacturers of its proposed solution. • The bidder must have at least (and maintain throughout the engagement with SCP) two (2) Cloud Platform Certified Architect/Engineer/Administrator in its personnel roster. • The bidder must have at least 5 years experience in providing cloud services. 	<p>Certifications from the manufacturers including Cloud certifications of its personnel</p> <p>Certification from the bidder</p>	
	<ul style="list-style-type: none"> • The bidder must present certified true copy of ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3 standards, and PCI DSS compliance, and OWASP compliance of the CSP. 	<p>Copies of industry certificates for PCI specifically:</p> <ul style="list-style-type: none"> a) ISO 27001, b) ISO 27017, c) ISO 27018, d) SOC 1/2/3 standards, e) PCI DSS compliance b) OWASP compliance 	
<p>5. Bidder and Cloud Service Provider (CSP) Responsibilities</p>	<ul style="list-style-type: none"> • The Bidder with the assistance of the CSP, shall be responsible for the creation of the following: <ul style="list-style-type: none"> 1) Public cloud accounts and its activation for use 	<p>Statement of compliance</p>	



	<p>2) Admin user under the newly created account</p> <p>3) Virtual network and subnets</p> <p>4) Site-to-site VPN over existing internet link between the public cloud and on-premises private network including point-to-site connectivity</p> <ul style="list-style-type: none">• Installation, setup, and configuration of PCI including server hardening, Identity Access Management, Role Based Access Control, IP addresses, directory service, and Key Management Service• Setup of back-up/replication policy for each VM, as per defined retention policy• Creation and testing of recovery plan and conduct DR drills annually• Setup of Cloud Security which includes Load Balancer, Web Application Firewall, Firewall, IDPS, Cloud Security Posture Management and Cloud Workload Protection• Setup and creation of Infrastructure Service Policies, high-level security policies that segments between broadly defined object groups (e.g., tenants, business units, environments)• Secure all applications where applicable• Shall be responsible for the creation of public subnet and routing group. The bidder shall attach routing group with public subnet/private subnet.• Shall be responsible for the creation and launch of VMs as per SCP's specifications (i.e., size, OS) including migration of identified VMs currently deployed on-premises to the cloud.• All risk management related to migration		
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	<ul style="list-style-type: none">• Create cloud-based security group with limited port/IP access to be defined by SCP.• Provide the capability for the creation of Identity and Access Management of users with multi-factor authentication• Shall be responsible for the Key Lifecycle Management for encrypting data stored in public cloud• Understand the complete architecture of existing applications and processes necessary for the smooth migration of applications and databases including interdependencies between applications and data• Shall be responsible in monitoring and reporting of services consumed• Provide access to SCP for installation, commissioning, decommissioning, and management of VMs• Provide necessary reports including sizing, current loads, utilization, expected growth/demand, and other details for scale up/scale down on a monthly basis or as and when required by SCP• Shall conduct cloud services consumption planning to ensure efficient usage of monetary resources and to ensure that the cloud subscription shall have flexibility in case it is not fully utilized• Shall provide assistance in monitoring of performance, resource utilization, and other events such as failure of services, degradation of services, availability of network, storage, database systems, OS, etc.• Shall be responsible for providing the relevant reports, including real-time as well as past data/reports on custom dashboard		
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	<ul style="list-style-type: none"> • Shall not delete any data without prior approval of SCP during and after the contract period • Shall ensure that the following native cloud services are available: <ul style="list-style-type: none"> h. Virtual Network that allows the provisioning of a logically isolated section of the cloud where resources can be launched in a virtual network defined by SCP i. Cloud Virtual Machines j. Cloud Storage k. Identity Directory Service l. Site-to-site VPN with at least 5TB outbound data transfer per month m. Simple and secured data protection for block storage data n. Domain Name System (DNS) service in the cloud with domain registration and DNS name management functionality. At least twenty (20) static public IP addresses for the websites in the cloud. • Shall provide necessary technical documentation, design documentation, standard operating procedures, and knowledge transfer sessions required for the operations and management of services 		
<p>6. Scope of Work and Deliverables</p>	<p>See ANNEX – A</p>	<p>Statement of Compliance</p>	
<p>7. Technical Support Services</p>	<ul style="list-style-type: none"> • At the minimum, the bidder and/or the CSP shall provide a Resident Engineer, Technical Account Manager, and Customer Success Manager for this project. Both the Resident Engineer and Technical Account Manager must be able to speak the local Filipino language. • Tasks and responsibilities of the Resident Engineer: 	<p>Statement of Compliance</p>	



	<ul style="list-style-type: none">f) Develop Day 2 Operation Runbook (i.e., monitoring, management, maintenance, troubleshooting, documentation, etc.)g) Providing weekly status and timesheet updates inclusive of information on accomplishments, risks and mitigations, issues/resolutions, and planned tasksh) Investigation and/or resolution of incident ticketsi) Incubation of the cloud Security Operations Center (SOC) and hand-holding for SCP's cybersecurity division to operate the SOCj) The resident engineer will perform the above customized services for 90-day time and material.• Tasks and responsibilities of the Technical Account Manager<ul style="list-style-type: none">h) Provide and present reports showing environment performance metrics that identify areas for alignment, optimization, and recommendations, on a quarterly basis.i) Provide yearly Day 2 reports that compare operations and processes with best practices, benchmark reporting, and optimization of operations that can improve efficiency, resiliency, security, and sustainability of SCP's existing virtualized IT operations.j) Act as the primary focal point for all technical questions and ideas in relation to virtualization deployment obstacles.k) Assist and provide optimization recommendations on running workloads for cost efficiency and savings areasl) Provide coordination for virtualization issue		
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	<p>management, escalation, and resolution.</p> <ul style="list-style-type: none">m) Provide knowledge transfer and skills to administrator/s of the current virtualization software.n) The technical account manager will perform the above customized services for 36 months. <ul style="list-style-type: none">• Tasks and responsibilities of the Customer Success Manager<ul style="list-style-type: none">e) Provide Operations Transformation Readiness Assessments which are 100% compatible to the existing virtualization software. These assessments should be focused on MISO's current state, performing a gap analysis against the recommended practices as applied to the existing virtualized environment, and providing prioritized, actionable recommendations for closing the gaps as well as an implementation roadmap.f) Provide operational assessment framework, engagement approach, discovery, report, and executive presentation.g) Assist and provide guidance and recommendations to SCP's cloud frameworkh) The Customer Success Manager will perform the above customized services for 12 months.		
<p>8. Service Level Agreement</p>	<ul style="list-style-type: none">• Service Commitment<ul style="list-style-type: none">○ The CSP shall ensure that the cloud platform is available with a monthly uptime percentage of at least 99.95% during any monthly billing cycle as a service commitment. If the cloud environment does not meet the service commitment, SCP will be eligible to receive a Service Credit.○ A "Service Credit" shall be a dollar credit that the CSP shall		



credit back to SCP's account which can be utilized for cloud services/offerings of the CSP.

- Monthly Uptime Percentage - Calculated by subtracting the percentage time during the month in which the cloud platform is "unavailable" from 100%. This includes downtime resulting directly or indirectly, but not limited to the following instances:
 - a. When the SCP runs instances on the cloud environment and certain services cannot be accessed
 - b. When all of SCP's attached volumes on the cloud environment perform zero read/write and input/output or have pending input/output in the queue.
- Service Credits shall be calculated as percentage based on the performance of the PCI for the month's billing cycle where there were instances of service unavailability respective to the circumstances below:

Monthly Uptime Percentage	Service Credits Percentage
Less than 99.95% but equal to or greater than 95.00%	10%
Less than 95.00% but equal to or greater than 90.00%	25%
Less than 90.00%	100%

- The bidder and/or the CSP shall provide the forms and procedures in requesting Service Credits.
- Requests for Service Credits shall be reflected immediately after confirmation.
- A service support escalation list with corresponding contact details (name, position, email address, telephone and mobile numbers) shall be provided.



	<ul style="list-style-type: none">• The service support escalation list must have a single point of contact, i.e., call center or helpdesk with hotline numbers and available 24 x 7 including weekends and holidays.• A detailed incident report shall be submitted for every problem that occurs. The report should have but not limited to downtime, root cause of the problem, actions taken, and recommendations on preventing recurrence of the problem.		
9. Training	<ul style="list-style-type: none">• The bidder must provide training path/s for at least fifteen (15) technical personnel of MISO. The training path/s should show a blended learning phase approach.• The learning courses must be certified and delivered by the manufacturers of the solution.• The learning path/s and certified courses should focus on areas of specialization specifically Data Center Virtualization, Cloud Architecture, Cloud Automation and Operations, and Cloud Security.• The training path/s and package/s should include certification exams and assessment.• Knowledge Transfer (KT) sessions shall be conducted covering the design, implementation, and operational considerations related to the scope of the project. The KT sessions should be excluded from the proposed blended learning approach.• The training programs, outlines, modules, etc. to be submitted by the bidder are subject to approval by SCP.	Statement of Compliance	
10. Subscription and Support Services Warranty	<ul style="list-style-type: none">• Minimum three-year subscription, warranty, and support coverage• Three (3) years comprehensive (24 x 7) support services shall include, at a minimum, the following:<ul style="list-style-type: none">○ Product upgrades○ Product updates	Letter(s) of warranty support/certificates from the cloud service provider and manufacturer/s of the other proposed solutions i.e., Cloud Security, etc.	



	<ul style="list-style-type: none"> ○ Health checks ○ Remote support when needed ○ 24 x 7 unlimited email and phone support ○ Unlimited number of support requests ● Response Times <ul style="list-style-type: none"> ○ Critical (Severity 1): 30 minutes; 24x7 ○ Major (Severity 2): 4 business hours ○ Minor (Severity 3): 8 business hours ○ Cosmetic (Severity 4): 12 business hours ● Support should be available on Chat, Phone and Email 		
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<i>Item</i>	<i>Minimum Specifications</i>	<i>Statement of Compliance</i>
Schedule of Requirements	Item III in the Terms of Reference	
Terms of Payment	Item IV in the Terms of Reference	
Contract Duration	Item V in the Terms of Reference	
Confidentiality and Non-Disclosure Agreement	Item VI in the Terms of Reference	
Annex "A"	Terms of Reference	

I hereby certify to comply and deliver all the above Technical Specifications and requirements:

Name of Company/Bidder	Signature over Printed Name of Representative	Date
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Section VIII. Checklist of Technical and Financial Documents

ENVELOPE 1: TECHNICAL COMPONENT		
CLASS “A” DOCUMENTS		
Checklist	INDEX TABS	LEGAL DOCUMENTS
	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>
TECHNICAL DOCUMENTS		
	I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"> 1. Copies of the Contracts; and 2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) <ul style="list-style-type: none"> ❖ <i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i> ❖ <i>For private contracts, NOA or NTP shall not be required</i> ❖ <i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱38,703,402.43.</p> <p>For this purpose, contracts similar to the Project shall be Supply, Delivery, and Installation of Cloud Infrastructure, completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User’s Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>



I-4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-C in Section VIII</i>)
I-5	Conformity with the Schedule of Requirements (<i>Accomplish/use form in Section VI</i>)
I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use (Accomplish/use form in Section VII-A)</i>)
I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
I-7	Original duly signed Omnibus Sworn Statement (OSS) (<i>use Form VIII-D in Section VIII</i>); <i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i> <i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i> and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder
I-8	Company profile, which shall include information on the: a. Number of years in the business, with at least five (5) years experience in providing cloud services b. List of its officers c. Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name. *In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information
I-9	Authority of the representative / signatory, with valid supporting identification cards of the parties
I-10	Certification that prospective bidder is an authorized licensee/ distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal.
FINANCIAL DOCUMENTS	
I-11	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts,



		<p>including awarded contracts yet to be started coinciding with the contract to be bid.</p> <ul style="list-style-type: none"> ❖ <i>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i> ❖ <i>The NFCC shall be based on the 2022 Audited Financial Statement. Bidders shall attach the 2022 Audited Financial Statement to the NFCC Computation. Failure to attach the 2022 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i> ❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2022 Audited Financial Statement.</i> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱7,740,680.49.</p>
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Class "B" Document

I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <ol style="list-style-type: none"> a. Filipino ownership or interest of the JV concerned shall be at least 60%; and b. JV Partner who will receive the payment in case the contract is awarded to the JV. <p align="center"><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p> <ol style="list-style-type: none"> a. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful; b. Filipino ownership or interest of the JV concerned shall be at least 60%; or c. JV partner who will receive the payment in case the contract is awarded to the JV. <p><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></p>
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ENVELOPE 2: FINANCIAL COMPONENT

Checklist	INDEX TABS	FINANCIAL COMPONENT DOCUMENTS
	II-1	Original of duly signed and accomplished Financial Bid Form <u>(see Form VIII-E in Section VIII).</u>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no copying or retyping shall be allowed)</i>
	II-3	Completely filled up Form VIII-F.1 <i>(see sample form found in Section VIII)</i>
	II-4	Complete filled up Form VIII-F.2 <i>(see sample form found in Section VIII)</i>

Note: Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)



FORM VIII-A

Sample form only.

**Statement of all Ongoing Government and Private Contracts
 Including Contracts Awarded but not yet Started**

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company Signature over Printed Name of Representative Date

The statement shall be supported by the following documents:

1. Copies of the Contracts*; **and**
2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)**

*If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)

**For private contracts, NOA or NTP shall not be required



FORM VIII-B

Sample form only.

**Statement of Single Largest Completed Contract
Similar to the Contract to be Bid**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice

Name of Company

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

1. Copy/(ies) of the End-User's Acceptance; **or**
2. Official Receipt/(s) Issued for the Contract/(s) therein.



FORM VIII-C

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
X-----X

BID SECURING DECLARATION

ITB No. 2024-18	<i>Procurement of the Supreme Court of the Philippines Cloud Infrastructure</i>
------------------------	--

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

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 Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;



(c) I am/we are declared as the bidder with the 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 _____, 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

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



FORM VIII-D

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

OMNIBUS SWORN STATEMENT

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

A F F I D A V I T

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:

I am the [1. sole proprietor; 2. duly authorized and designated representative]
of _____ [Name of Bidder] with office address
at _____ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do, execute and perform any and all acts necessary;][2. duly authorized and designated representative, I am granted full power and authority to do, execute, and perform any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent _____ [Name of Bidder] in the bidding for the ***Procurement of the Supreme Court of the Philippines Cloud Infrastructure;***

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

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;



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

(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)

(1) *If a sole proprietorship:* The owner or the 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, or 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;

(2) *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;

(3) *If a corporation or a 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;

_____ *[Name of Bidder]* complies with existing labor laws and standards;

_____ *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the ***Procurement of the Supreme Court of the Philippines Cloud Infrastructure.***



_____ [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.

In case advance payment was made or given, failure to perform or deliver any of the obligations and undertaking in the contract shall be sufficient grounds to constitute criminal liability for Swindling (*Estafa*) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3185 s. 1930, as amended, or the Revised Penal Code.

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

AFFIANT/S
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

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



FORM VIII-E

Sample form only.

FINANCIAL BID FORM

Date: _____
Project Identification No: _____

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

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

If our Bid is accepted, we undertake:

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.



The undersigned is authorized to submit the bid on behalf of _____ *[name of bidder]* as evidenced by the attached _____ *[state the written authority]*.

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

Dated this _____ day of _____ 20__.

[signature and printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of:

Name of Company

Address and Telephone Number



FORM VIII – F

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

Bid Price Schedule

Procurement of the Supreme Court of the Philippines Cloud Infrastructure (ABC = ₱77,406,804.85)			
ITEM DESCRIPTION	Unit of Measure	Quantity	TOTAL BID PRICE: (inclusive of all taxes)
Cloud Infrastructure Subscription	year	3	₱
<i>Amount in Words:</i> _____			

Name: _____

Legal Capacity: _____

Signature: _____

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



FORM VIII – F.1.

Sample Form Only

For Goods Offered From Within the Philippines

Name of Bidder _____

Invitation to Bid Number _____

Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

Name: _____

Legal Capacity: _____

Signature: _____

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



FORM VIII – F.2.

Sample form only

For Goods Offered From Abroad

Name of Bidder _____

Invitation to Bid Number _____

Page ____ of ____.

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

Name: _____

Legal Capacity: _____

Signature: _____

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



FORM VIII – G

Contract Agreement Form



**Republic of the Philippines
Supreme Court
Manila**

***CONTRACT FOR THE SUPREME COURT OF THE PHILIPPINES
CLOUD INFRASTRUCTURE***

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ___ day of _____ 20__ in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by _____, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the “**COURT;**”

-and-

_____, a business firm organized and existing in accordance with Philippine laws, with principal business address at _____ and represented by _____ in his capacity as the _____ of _____, hereinafter referred to as the “**SUPPLIER.**”

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on _____ an Invitation to Bid for the *Procurement of the Supreme Court of the Philippines Cloud Infrastructure*. The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

WHEREAS, the **SUPPLIER** won in the public bidding conducted by the **COURT** on _____ and was recommended by the SC-BAC-GS, in its Memorandum dated _____, to be awarded the contract for the *Procurement of the Supreme Court of the Philippines Cloud Infrastructure*, which recommendation was approved by the Court *En Banc* through its Resolution dated _____;



NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SUPPLIER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **SUPPLIER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SUPPLIER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SUPPLIER**'s *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SUPPLIER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

1.2 COMPLEMENTARY NATURE. This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 INCIDENTAL ITEMS. 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.

ARTICLE II EFFECTIVITY AND TERM OF SERVICE

2.1 EFFECTIVITY DATE. This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.

2.2 DELIVERY DATE. _____.

2.3 CONTRACT PRICE. For and in consideration of the full and satisfactory performance by the **SUPPLIER** and the acceptance thereof by the **COURT**, the



COURT shall pay the agreed contract price of _____
(₱_____).

ARTICLE III REPRESENTATIONS/WARRANTIES

- 3.1 PERFORMANCE WARRANTY.** The **SUPPLIER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- 3.2 PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER** agrees to guarantee the goods against manufacturing defects from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement or repairs at no expense to the **COURT**.
- 3.3 WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

ARTICLE IV PERFORMANCE SECURITY

- 4.1 AMOUNT AND FORM.** The **SUPPLIER** shall, within five (5) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable upon demand, issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court.
- 4.2 DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.
- 4.3 FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.



ARTICLE V LIQUIDATED DAMAGES

5.1 **LIQUIDATED DAMAGES.** The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **COURT** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

ARTICLE VI TERMINATION OF CONTRACT

6.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER**.

6.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

6.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SUPPLIER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER**.

6.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VII VENUE OF ACTIONS

7.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

(SUPPLIER)



Represented by:

Represented by:

(Authorized Representatives)

SIGNED IN THE PRESENCE OF:

(Witnesses)

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME personally appeared:

- 1) _____ with Supreme Court Identification Card No. _____; and
- 2) _____ with Identification Card No. _____

known to me to be the same persons who executed the foregoing *Contract for Procurement of the Supreme Court of the Philippines Cloud Infrastructure* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of ___ pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ___ day of _____, 20___ at the City of Manila, Philippines.

NOTARY PUBLIC