



BID BULLETIN NO. 1 **27 March 2023**

PUBLIC BIDDING NO. 006-2023

Procurement of Cloud Hosting Subscription for Philippine Government Electronic Procurement System (PhilGEPS)

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidder during the Pre-Bid Conference held on **20 March 2023**.

I. AMENDMENTS/INCLUSION

REFERENCE	JUSTIFICATION / EXPLANATION
<p><u>Section V. Special Conditions of the Contract</u> <u>SCC Clause 5.1</u></p> <p>"None indicated"</p>	<ul style="list-style-type: none">To include the requirement of warranty retention of 1% to be retained for 3 months for every payment made. (Please refer to the attached Annex "A")

II. CLARIFICATIONS

NO.	REQUEST/ISSUE	CLARIFICATION/RESOLUTION
1.	What is the difference in the formula of the Net Financing Contracting Capacity (NFCC) or the Committed Line of Credit (CLC)?	<ul style="list-style-type: none">The difference is the applicable percentage based on the Approved Budget for the Contract. The computation of a bidder's NFCC must be at least equal to the ABC to be bid; if the bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid.

<p>2.</p>	<p>Most of our projects with private entities have a Non-Disclosure Agreement (NDA) for the Ongoing Contracts, are we allowed to submit documents that only show the company name only?</p>	<ul style="list-style-type: none"> • Contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed for purposes of submitting the "Statement of all ongoing government and private contracts including awarded but not yet started, if any, whether similar or not similar in nature to the contract to be bid". The requirement refers to a "statement" to be made by the bidder and not the actual submission of the physical contracts.
<p>3.</p>	<p>What is the current cloud hosting subscription of the PS-DBM and are you open to other cloud providers?</p>	<ul style="list-style-type: none"> • The current cloud hosting subscription of PhilGEPS is Azure. Yes, we are open for other cloud hosting subscription providers as long as they can meet the requirement.

All other portions of the Bidding Documents affected by these amendments shall be made to conform to the same.

Amendments/inclusions/clarifications made herein shall be considered an integral part of the Bidding Documents.

The changes made in the Philippine Bidding Documents (6th Edition, July 2020) are deemed integrated in the terms and conditions for this project.

(SGD) ENGR. JAIME M. NAVARRETE, JR.
Chairperson, Internal Bids and Awards Committee

For the purpose of this Bulletin and for better understanding of its contents, the following rules shall apply: (a) Double Strike out – denotes deletion; (b) Underline – denotes inclusion or new item/requirement; and "xxx" – denotes separation of phrase/s being amended from the rest of the main text.

Special Conditions of Contract

SCC Clause	
1	<p>The Project Site is:</p> <p>PhilGEPS Office</p> <p>AAP Tower,</p> <p>683 Aurora Blvd., New Manila</p> <p>Quezon City</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. James Angub, OIC-Chief, e-GPDOD.</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>

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;

a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and

b. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. and

c. 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.

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.

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 costs thereof are included in the contract price.

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.

Please refer to Section VII: Technical Specifications on the detailed instructions for packaging.

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

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

	<p>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>
2.2	<p>The cloud service provider shall be paid monthly based on the actual usage or consumption and upon the issuance of a Certificate of Acceptance issued by the end-user (EGPDOD) and Inspection Certification and Acceptance Report (ICAR) from the PS-DBM Inspection Division, subject to deduction of applicable taxes.</p>
4	<p><i>No further instructions.</i></p>
5.1	<p>Warranty Retention:</p> <p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods/Services or after the Goods are consumed, whichever is earlier.</p> <p>In accordance with Section 62.1 of the 2016 revised IRR of RA No. 9184, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.</p>