



Office of the President of the Philippines  
PRESIDENTIAL COMMUNICATIONS OFFICE  
Manila

## **BIDS AND AWARDS COMMITTEE**

### **BIDDING DOCUMENTS**

For the

**PROCUREMENT OF PLATFORM HOSTING,  
MAINTENANCE, TECHNICAL SUPPORT,  
DESIGN ENHANCEMENT AND DEVELOPMENT  
OF THE ELECTRONIC FREEDOM OF  
INFORMATION (FOI) WEB AND MOBILE  
APPLICATIONS FY 2024**

**[PROCUREMENT/CONTRACT NO. 2024-PCO-037]**

**Sixth Edition**



## ***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.



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**Section I. Invitation to Bid**

FOR THE

**Procurement of Platform Hosting, Maintenance, Technical Support, Design Enhancement and Development of the Electronic Freedom of Information (FOI) Web and Mobile Applications FY 2024 [Procurement/Contract No. 2024-PCO-037]**

1. The Presidential Communications Office through the 2024 General Appropriations Act intends to apply the sum of **One Million Pesos (PHP 1,000,000.00)** being the ABC to payments under the contract for each lot for the project: **Procurement of Platform Hosting, Maintenance, Technical Support, Design Enhancement and Development of the Electronic Freedom of Information (FOI) Web and Mobile Applications FY 2024 [Procurement/Contract No. 2024-PCO-037]**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The PCO now invites bids for the above procurement project. Supply and Delivery of the Goods and services shall be in accordance with Section VI. Schedule of Requirements, and Section VII. Bidders should have completed, within three [3] 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.

In compliance with GPPB Resolution 09-2020 entitled, “Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restrictions”, the PCO Bids and Awards Committee confirms, adopts, and approves measures for online or electronic bidding, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of the procurement modality.

In view of the foregoing, the procedure for this procurement project shall be in accordance with the PCO Amended Bidding Guideline and the Bidder’s Kit, collectively attached hereto as Annex “A.” GPPB forms and other bidding forms are herein attached as Annex “B”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or



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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 PCO BAC Secretariat and through the e-mail address given below and inspect the Bidding Documents posted at the PCO website.
5. A complete set of Bidding Documents, in digital copy, may be acquired by interested Bidders starting **16 April 2024** from the PCO website given below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount **One Thousand Pesos (PHP 1,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees by sending a clear scanned copy of the Official Receipt **on or before the deadline of submission of bids** to the PCO BAC Secretariat e-mail given below.

6. The PCO will hold a Pre-Bid Conference on **23 April 2024 at 11:00AM** through video conference via Zoom, which link shall be provided a day before the said conference. A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: <https://forms.gle/jW1PNJ8sHknW9gMG7>.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

7. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission at [bac1@pco.gov.ph](mailto:bac1@pco.gov.ph) **on or before 07 May 2024 at 8:00AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned PCO Amended Online Bidding Guidelines and the Bidder's Kit. 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 **07 May 2024 at 11:00AM** via Zoom video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are requested to organize and submit their Bids electronically in accordance with the PCO-BAC Amended Online Guidelines and suppliers are hereby reminded, as follows:
  - a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in a password-protected ZIP folder and PDF file;
  - b) There shall be **four (4) different passwords required**: one (1) unique password for the ZIP folder of First Envelope; one (1) unique password for the PDF file under the ZIP folder of First Envelope; one (1) unique password for the ZIP folder of the Second Envelope; and one (1) unique password for the PDF file under the ZIP folder of the Second Envelope;

- c) The password-protected PDF file in the First Envelope shall contain the scanned original copy of the consolidated Legal and Technical documents. Said PDF file shall be assigned the file name, "PCO Bidding No. 2024-PCO-002; (Name of Bidder); Legal and Technical Documents." There should be one (1) unique password for this PDF file;
- d) The password-protected PDF file in the Second Envelope shall contain the scanned original copy of the consolidated financial documents. Said PDF file shall be assigned the file name "PCO Bidding No. 2024-PCO-002 (Name of Bidder); Financial Documents." There should be one (1) unique password for this PDF file; and
- e) In any case where the files to be submitted exceed the size limit of the e-mail, the bidder may submit their bid via separate e-mails, provided, that the subject line for each mail should indicate to which part of the several it corresponds to (i.e., Part 1 of Legal and Technical Documents, Part 2 of Legal and Technical Documents, etc.). One set of passwords for the said components may be allowed in case of splitting, provided that the passwords for the Eligibility Requirements are separate and distinct from the Financial Requirements.

To facilitate the evaluation of documents, the bidder is encouraged to include a table of contents per PDF file, corresponding page numbers, and title pages before the actual document. For reference, the sample bidding documents may be downloaded via these links: [Technical Component Envelope \(1<sup>st</sup> Envelope\)](#); [Financial Component Envelope \(2<sup>nd</sup> Envelope\)](#).

In case the bidder fails to submit any or all of the documentary requirements in a password-protected PDF files, the bid/quotation will automatically be disqualified and shall be declared as "FAILED" and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this Project.

- 11. The PCO 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.
- 12. For further information, please refer to:

**BIDS AND AWARDS COMMITTEE SECRETARIAT**

Office of the Bids and Awards Committee Secretariat  
 2nd Floor New Executive Building  
 J.P Laurel St. V. Brgy 646  
 San Miguel Manila, Metro Manila  
 Phone No.: (02) 8734-7420 (209)  
 E-mail Address: [bac1@pco.gov.ph](mailto:bac1@pco.gov.ph)  
 Website: [pco.gov.ph](http://pco.gov.ph)

- 13. You may visit the following:

For downloading of Bidding Documents: <https://pco.gov.ph/procurement/>  
<https://www.philgeps.gov.ph/>

For online bid submission:  
[bac1@pco.gov.ph](mailto:bac1@pco.gov.ph)



Issued on **15 April 2024**.

*(Original signed)*  
**ASEC. VICTOR EMMANUEL G. LANSANG**  
*Chairperson*  
Bids and Awards Committee

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

### **1. Scope of Bid**

The Procuring Entity, Presidential Communications Office, wishes to receive Bids for the **Procurement of Platform Hosting, Maintenance, Technical Support, Design Enhancement and Development of the Electronic Freedom of Information (FOI) Web and Mobile Applications FY 2024** with Identification number: **Procurement/Contract No. 2024-PCO-037.**

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2024 in the following amount, **One Million Pesos (PHP 1,000,000.00)**

2.2. The source of funding is the **2024 General Appropriations Act.**

### **3. Bidding Requirements**

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

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

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

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

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

### **5. Eligible Bidders**

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

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

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

- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section, the Bidder shall have an SLCC that is at least one [1] contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty (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 Procuring Entity has prescribed that **subcontracting is not allowed**.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Zoom videoconferencing 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 or 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 **three [3] 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.

## 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<sup>1</sup> 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 **04 September 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

Each Bidder shall submit one 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.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

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

19.4. The Project shall be awarded as: **One Project having several items which 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**

20.2. 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**

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be: <i>any contract similar to any <b>Platform Hosting, Maintenance, Technical Support, Design enhancement of Web portal and Mobile Application</b></i></p> <p>Those contracts which involve goods and services of the same nature and complexity as the subject matter of the project being procured (<i>GPPB Non-Policy Matter No. 159-2017</i>); and</p> <p>Completed within <b>three [3] years</b> prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	No further instruction.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than the following, if bid security is in cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit in the amount of <b>Twenty Thousand Pesos (PHP 20,000.00) or two percent (2%) of ABC</b>,</p> <p align="center">or</p> <p>b. The amount of not less than the following, if bid security is in Surety Bond in the amount of <b>Fifty Thousand Pesos (PHP 50,000.00) or five percent (5%) of ABC</b></p>
19.3	<p>The proposed Approved Budget for the Contract of the project:</p> <p>in the following amount <b>One Million Pesos (PHP 1,000,000.00)</b>.</p>
20.2	<p>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 the following:</p> <p>a. two (2) original/physical copies of the technical and legal documents, and financial documents submitted and subjected to preliminary examination during bid opening;</p> <p>b. latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); and</p> <p>c. other appropriate licenses and permits required by law and stated in the Bidding Documents and Supplemental/Bid Bulletin.</p>
21.2	No further instruction.

## **Section IV. General Conditions of Contract**

### **1. Scope of Contract**

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

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

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

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

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

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

### **3. Performance Security**

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

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

### **5. Warranty**



- 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**

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>Delivery of the Goods/Security Services 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 Representatives at the Project Site is</p> <p><b>MR. MARTIN JANN G. CENETA</b>  <i>Information Technology Officer II</i>  <i>Freedom of Information – Program Management Office (FOI-PMO)</i>  <i>E: martin.ceneta@pco.gov.ph</i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all services specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:  Name of the Procuring Entity  Name of the Supplier</p>

GCC Clause	
	<p>Contract Description  Final Destination  Gross Weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b>  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>
2.2	No further instruction.
4	The inspection/tests of the goods shall be done as required under Section VII. Technical Specifications.

**Section VI. Schedule of Requirements**

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>
1	<b>Procurement of Platform Hosting, Maintenance, Technical Support, Design Enhancement and Development of the Electronic Freedom of Information (FOI) Web and Mobile Applications FY 2024 [Procurement/Contract No. 2024-PCO-037]</b>	1 Lot	<b>Within one (1) year upon issuance of Notice of Award (NOA) and Purchase Order (PO).</b>

Conforme:

Full Name and Signature of Bidder/Authorized Rep

:

Designation

:

Name of Company

:

**Section VII. Technical Specifications**

Bidders must state “**Comply**” in the column “**Statement of Compliance**” against each of the individual parameters of each “Specifications.”

<b>Procurement of Platform Hosting, Maintenance, Technical Support, Design Enhancement and Development of the Electronic Freedom of Information (FOI) Web and Mobile Applications FY 2024 [Procurement/Contract No. 2024-PCO-037]</b>		
<b>Description</b>	<b>Quantity</b>	<b>Statement of Compliance</b>
<p><b>Technical Specifications</b></p> <ul style="list-style-type: none"> <li>- vCPUs: Eight (8)</li> <li>- RAM: 12 GB</li> <li>- Storage: 200 GB SSD, GoogleSQL 2 cores</li> <li>- Computing Platform: Compute Engine (Ubuntu)</li> <li>- Scripting/Programming Language: Python 3.11, Linux</li> <li>- Database Platform: PostGreSQL</li> <li>- Plugins/Modules: Django, Wagtail</li> <li>- Other Server Requirements: Nginx, Redis, ElasticSearch, Channels, Daphne, Gunicorn</li> <li>- Compliance with the Terms of Reference – <b>Annex “A”</b></li> </ul> <p><b>Terms of Payment</b></p> <ul style="list-style-type: none"> <li>- Payment will be in a Send Bill Arrangement (i.e., full payment will be made after the completion of the event). Thus, no down payment will be made;</li> <li>- Price quotation shall be valid for six (6) months;</li> <li>- Landbank account is preferred, if not, Suppliers shall shoulder the bank fees; and</li> <li>- The price quotation shall be inclusive of all costs and applicable taxes</li> </ul>		

Conforme:

Full Name and Signature of Bidder/Authorized Rep

:

Designation

:

Name of Company

:

## TERMS OF REFERENCE

### **Platform Hosting, maintenance, Technical Support, Design Enhancement & Development of the Electronic Freedom of Information (FOI) Web and Mobile Applications**

#### **I. Introduction**

The Freedom of Information Program Management Office (FOI-PMO) under the Presidential Communications Office is seeking proposals for the Platform Hosting, Maintenance, Technical Support, and Development of the Electronic Freedom of Information (FOI) Web and Mobile Applications. The FOI-PMO is responsible for the development, management, and security of the [www.foi.gov.ph](http://www.foi.gov.ph) platform, which plays a crucial role in promoting transparency and access to government information.

Memorandum Order 10, s. 2016 designated the Presidential Communications Operations Office (PCOO) as the lead agency to oversee the implementation of EO No. 2. To exercise this mandate, the PCOO established the Freedom of Information - Program Management Office (FOI-PMO) to monitor, evaluate, and capacitate government agencies on the FOI program and the use of the Electronic Freedom of Information (FOI) portal web and mobile applications.

To live up to this commitment, the FOI-PMO is responsible for the overall health of the Electronic FOI portal. The portal needs hosting service, which means that the platform basically rents space on a server on which it can store all the files and data necessary for the website to function properly. The scalability of the servers is important as well for this will determine the uptime of the portal which ensures the public that the website will be up and operational 24 hours a day, 7 days a week with zero downtime as much as possible. The site needs to be protected as well from cyber attacks while serving contents from the server to the visitor's choice of browser, ensuring that there is enough capacity for the server. Moreover, the eFOI portal needs these services so that when one server is busy or is down, the traffic is automatically routed to another server in the cluster, ensuring that there is enough resources to handle up to 5 million views per year.

#### **II. Objective and Scope of Work**

The primary objective of this project is to ensure the continuous and secure operation of the Electronic FOI Web and Mobile Applications. The selected provider will be responsible for:

- **Platform Hosting:** Providing robust hosting infrastructure with high availability and scalability to accommodate increasing user loads.
- **Maintenance:** Regularly maintaining and updating the applications to ensure optimal performance, security, and compatibility with the latest technologies.
- **Technical Support:** Offering 24/7 technical support to address any issues, incidents, or user inquiries promptly.
- **Development:** Enhancing and expanding the applications as per FOI-PMO's requirements, including the development of new features and improvements.

- **System Integration:** Integration of at least 1 AI/Data Science powered application to the current functionalities of the portal

### III. Stages/Milestones of Development of the Electronic FOI Web and Mobile Applications per month

A detailed monthly development plan will be established in collaboration with the selected provider to align with FOI-PMO's needs.

Month	Action Items and Deliverables
Month 1	1. Kick-off meeting with the selected provider
	2. Detailed project plan and timeline
Month 2	3. Review and finalize hosting infrastructure
	4. Initial system maintenance and updates
Month 3	5. Implementation of 24/7 technical support
	6. Begin work on minor application enhancements
Month 4	7. Review progress and performance evaluation
	8. User training and documentation updates
Month 5	9. Assessment of cybersecurity measures
	10. Deployment of security enhancements
Month 6	11. Continued development of new features
	12. Ongoing maintenance and incident resolution
Month 7	13. Review of project status and performance
	14. Evaluation of hosting infrastructure for scalability
Month 8	15. User feedback analysis and improvements
	16. Security audit and remediation
Month 9	17. Further application development and feature additions
	18. Ongoing technical support and issue resolution
Month 10	19. Review of user satisfaction and system performance
	20. Documentation updates and user training
Month 11	21. Evaluation of compliance with cybersecurity standards
	22. Deployment of additional security measures
Month 12	23. Turnover of EFOI package including admin/owner access codes, source code files and documentation, etc.

24. Budget and cost analysis for the upcoming year

*\*Please note that these action items and deliverables are indicative and may be adjusted as per the specific requirements and priorities of the Freedom of Information Program Management Office (FOI-PMO) during the project's course.*

**IV. Project Team**

The project team will consist of the following key roles:

- **Project Manager:** Assigned by the selected provider, responsible for overall project management and communication.
- **Development Team:** Comprising developers, designers, and quality assurance specialists to work on application enhancements and updates.
- **Technical Support Team:** Available 24/7 for immediate issue resolution and user support.

**V. Requirements**

The selected provider should meet the following requirements:

- Proven experience in hosting and maintaining government websites and mobile applications.
- Expertise in web and mobile application development, particularly using secure and modern technologies.
- A track record of providing reliable technical support and quick incident resolution.
- Compliance with cybersecurity standards and best practices.
- A **non-disclosure agreement** shall be accomplished by the supplier before entering the contract with the End-User.

**VI. Technical Specifications**

Configuration:

vCPUs	<b>8</b>
RAM	<b>12 GB</b>
Storage	<b>200 GB SSD, GoogleSQL 2 cores</b>
Computing Platform	<b>Compute Engine (Ubuntu)</b>
Scripting/Programming Language	<b>Python 3.11, Linux</b>
Database Platform	<b>PostGreSQL</b>
Plugins/Modules	<b>Django, Wagtail</b>
Other Server Requirements	<b>Nginx, Redis, ElasticSearch, Channels, Daphne, Gunicorn</b>

**VII. Timeline**

<b>Payment</b>	<b>Action Item</b>	<b>Delivery Schedule</b>
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Month 1	Kick off meeting for project scope and timeline	April 2024
Month 12	Deployment of updated features of the eFOI Web and Mobile applications	March 2025

**VII. Approved Budget for the Contract**

The approved budget cost is One Million Pesos (**PHP 1,000,000.00**) only VAT inclusive.

Prepared by:

*(Original signed)*

**MARTIN JANN G. CENETA**

Information Technology Officer II

Freedom of Information Program Management Office (FOI-PMO)

Noted by:

*(Original signed)*

**KRIZIA CASEY P. AVEJAR**

Chief, Communications and Capacity Development Division

Freedom of Information Program Management Office (FOI-PMO)

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

### **I. TECHNICAL COMPONENT ENVELOPE**

#### **Class "A" Documents**

##### Legal Document

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

##### Technical Documents

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

##### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### ***Class "B" Documents***

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
or  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## **II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).



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