



COOPERATIVE DEVELOPMENT AUTHORITY

827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, 1111 Cubao, Quezon City, Philippines

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BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

FOR THE

SUBSCRIPTION OF ONE (1) YEAR CLOUD COMPUTING SERVICE (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT) FOR THE INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) FOR THE YEAR 2022-2023

CONTRACT NO. CDA-2022-04

Sixth Edition

COOPERATIVE DEVELOPMENT AUTHORITY

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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.

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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

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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.

COOPERATIVE DEVELOPMENT AUTHORITY

Section I. Invitation to Bid



COOPERATIVE DEVELOPMENT AUTHORITY

827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, 1111 Cubao, Quezon City, Philippines

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INVITATION TO BID

for the

SUBSCRIPTION OF ONE (1) YEAR CLOUD COMPUTING SERVICE (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT) FOR THE INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) FOR THE YEAR 2022-2023 WITH CONTRACT NO. CDA-2022-04

1. The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA) Head Office**, through the FY 2022 General Appropriations Act, intends to apply the sum of **TWO MILLION NINE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED NINETY SEVEN PESOS (P2,918,597.00)** being the **Approved Budget for the Contract (ABC)** to payments under contract for the **SUBSCRIPTION OF ONE (1) YEAR CLOUD COMPUTING SERVICE (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT) FOR THE INFORMATION SYSTEMS OF THE CDA**. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
2. The **CDA through its Bids and Awards Committee (BAC) now invites eligible and interested Bidders for the above Procurement Project. Duration of the project is ONE (1) YEAR upon receipt of the Notice to Proceed**. Bidders should have completed a contract similar to the Project, within the last five (5) years from the date of submission and receipt of bids. The description of the eligible bidder is contained in Section II of the Bidding Documents, Instruction to Bidders (ITB).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as the **“Government Procurement Reform Act.”**

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, 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 Republic Act 5183.

4. Prospective Bidders may obtain further information from CDA Bids and Awards Committee Secretariat and inspect the Bidding Documents at the address given below during office hours and as posted on the website of the CDA and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be purchased by interested Bidders starting **September 27, 2022** from the address given below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **THREE THOUSAND PESOS**

(P3,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

It may also be **downloaded free of charge** from the website of the Philippine Government Electronic Procurement System (**PhilGEPS**) and the website of the **CDA**, provided that bidders shall pay the fee for the Bidding Documents not later than the submission and opening of bids.

6. The **CDA BAC** will hold a **PRE-BID CONFERENCE on October 06, 2022, Thursday, 10:00 A.M. through videoconferencing** which shall be open to all prospective bidders. Interested bidders must accomplish a form to be given a link to join the Pre-bid conference virtually. To access the form, please find the link and/or scan the QR code provided in the next page.
7. Bids must be duly received by the BAC Secretariat through online or electronic submission via bacsecretariat@cda.gov.ph on or before **October 20, 2022 or at the latest one (1) hour before the deadline of the opening of bids (or at 9:00 A.M. of October 20, 2022)**, provided that the email is encrypted, the file is in a zip format and password-protected in strict compliance with GPPB Resolution no. 09-2020 dated 07 May 2020. The password to access the file shall only be disclosed by the bidders during the actual bid opening. 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 October 20, 2022, Thursday, at 10:00 A.M. via videoconferencing.** The bids shall be opened in the presence of the bidders or their duly authorized representatives who choose to attend the virtual meeting. Interested bidders must accomplish a form to be given a link to join the Opening of Bids virtually. To access the form, please find the link and/or scan the QR code provided in the next page.
10. The CDA 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:
THE CDA BAC SECRETARIAT
Ground Floor, CDA Building, No. 827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, Cubao, Quezon City
Telephone/FAX No. (02) 8723-8306
Email address: bacsecretariat@cda.gov.ph
12. You may visit the following website to download the bidding documents:
 - <https://cda.gov.ph/bids-and-awards>


RAY R. ELEVAZO, CESE, MNSA
Chairman, Bids & Awards Committee

Date of Publication: September 27, 2022

INSTRUCTIONS:

To access the Registration Form for the **PRE-BID CONFERENCE**, kindly click this link:

<https://forms.gle/ikwce8cqYeg4FPwV6>

Or scan the QR Code below:



Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.

Thank you.

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To access the Registration Form for the **OPENING OF BIDS**, kindly click this link:

<https://forms.gle/UYEVRuKrUqbuHR7v5>

Or scan the QR Code below:



Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.

Thank you.



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Cooperative Development Authority** wishes to receive Bids for the **SUBSCRIPTION OF ONE (1) YEAR CLOUD COMPUTING SERVICE (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT) FOR THE INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) FOR THE YEAR 2022-2023**, with Project Identification Number **CDA-2022-04**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2022 in the amount of TWO MILLION NINE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED NINETY SEFVEN PESOS (P2,918,597.00)**.

2.2. The source of funding is **FY 2022 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 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 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

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 **the specified date and time through videoconferencing** as indicated in paragraph 6 of the **IB**.

To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via videoconferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log/register in the link and/or QR code provided on page 10.

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 the **BDS**.

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.

a. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy 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 through online submission as indicated in instruction 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 instruction 7 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Refer to the CLOUD COMPUTING SERVICES (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT); and b. have been completed within five (5) years prior to the deadline of the submission and receipt of bids. <p>The Bidder should have completed a Single Largest Completed Contract (SLCC) that is similar to the Project; has been completed within the last five (5) years prior to the deadline for the submission and receipt of bids; and whose value, adjusted to current prices using the Philippine Statistics Authority's Consumer Price Index (CPI), must be equivalent to at least 50% of the ABC</p>
5.4	<p>Eligibility Criteria</p> <p>23.4.1 For the procurement of Goods:</p> <p>23.4.1.1 The following shall be eligible to participate in the bidding for the supply of goods:</p> <ol style="list-style-type: none"> a) Dutily licensed Filipino citizens/sole proprietorships; b) Partnerships duly organized under the laws of the Philippines and of which at least 60% of the interest belongs to citizens of the Philippines; c) Corporations duly organized under the laws of the Philippines, and of which at least 60% of the outstanding capital stock belongs to citizens of the Philippines; d) Cooperatives duly organized under the laws of the Philippines; or e) Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least 60%. For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA. (23.5.1.1a)
7.1	Subcontracting is not allowed.
8	The CDA BAC will be holding a Pre-bid Conference on October 06, 2022, Thursday (10:00A.M.) , through videoconferencing, which shall be open to prospective bidders. Interested bidders must access the registration form in order to secure a link to join the Pre-bid conference virtually. To access the form, please find the link and/or scan the QR code provided in the last page of the IB.
9	Prospective bidders may request clarification and/or interpretation of any part of the Bidding documents at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <p>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver’s license, SSS ID, GSIS e-card, etc.); and</p> <p>(ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.</p> <p>In the interest of safeguarding the public’s health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents).</p> <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
12	<p>The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than P58,371.94 <i>[equivalent to 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 P145,929.85 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
15	<p>All prospective bidders are enjoined to submit the technical and financial requirements in password protected PDF files via the Secretariat's official email address. The bidder will send in single email two (2) compressed folders (in .ZIP file format) which shall both be password protected. One zip folder shall contain the original copy of the Legal and Technical Requirements in a password protected PDF file. Both ZIP folder and PDF file shall be assigned the file name “CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents”. The second zip folder shall contain the scanned original copy of the Financial Requirements in password protected PDF. Both ZIP folder and PDF file shall be assigned the file name “CDA Bidding No.____; (Name of Bidder); Financial Documents”. The four (4) passwords shall be unique for both folders and files, respectively.</p>

	Upon receipt of the email containing the two (2) compressed folders, the BAC Secretariat shall send an email of acknowledgement receipt and shall generate a Bid receipt page/document which can be saved or printed by the bidder, as proof of the official time of receipt of bids. Late Bids shall not be accepted and shall no longer be included in the opening of bids.
17.1	The Opening of Bids shall be held on October 20, 2022, Thursday (10:00 AM) , through Videoconferencing.
19.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
20.	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Contract or Purchase Order of a single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid. 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder's client; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract. 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> i. 2021 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from March 2022 to August 2022. <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration was not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p> <p>*** In case the valid Mayor's Permit was not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> <p>**** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said</p>

	<p>email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>
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***** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. RONALDO G. RIVERA, CDA-ICTD.</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; and e. 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:

Select appropriate requirements and delete the rest.

1. 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
2. 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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months 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.

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>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</p>

	<p>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>Payment schedule shall be in accordance with the Detailed Technical Specifications.</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ol style="list-style-type: none"> a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, in lieu of the unnotarized PSD.
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ol style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	SUBSCRIPTION OF ONE (1) YEAR CLOUD COMPUTING SERVICE (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT) FOR THE INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) FOR THE YEAR 2022-2023	Lot	1	ONE (1) YEAR, UPON RECEIPT OF NOTICE TO PROCEED

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

Name of Company/Bidder Signature Over Printed Name of Representative Date

Section VII. Technical Specifications

Section VII. Technical Specifications

Bidders must state here either “Comply” or “Not Comply” in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Item	Specifications	Bidder’s Statement of Compliance
	<p>1. PROJECT TITLE</p> <p>1.1. SUBSCRIPTION of ONE (1) YEAR CLOUD COMPUTING SERVICE (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT) FOR THE INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) FOR THE YEAR 2022-2023</p>	
	<p>2. PROJECT DESCRIPTION</p> <p>2.1. Cloud Computing Service is the delivery of different services through the Internet such as infrastructure as a service (IaaS), and software as a service (SaaS).</p> <p>2.2. Currently, the CDA information systems are hosted in Virtual Private Servers (VPS) by different service providers. The deployment is not scalable and causes difficulty in managing, and upgrading the CDA information systems and system resources.</p> <p>2.3. The objective of this project is to migrate and deploy the CDA Information Systems from different VPS to one (1) cloud computing service host.</p> <p>2.4. It aims to centralized the monitoring, updating, and troubleshooting of CDA Information Systems.</p> <p>2.5. Cloud computing services are auto-scalable, have zero downtime, and are secure.</p> <p>2.6. The general objective of this project is to procure a one year (1) subscription for CDA’s Cloud Computing Service (Production Environment) for the Year 2022-2023</p>	

	<p>3. SCOPE OF WORK AND SERVICES</p> <p>3.1. The CONTRACTOR shall provide the subscription of Cloud Computing Services and support services within six (6) calendar weeks from the receipt of Notice to Proceed (NTP);</p> <p>3.2. The CONTRACTOR shall follow the CDA Cloud Computing System Architecture (see Item No. 5);</p> <p>3.3. The Cloud Computing Service must follow the cloud functional requirements (see Item No. 5), cloud technical requirements (see item No. 6), and have the general features/characteristics:</p> <p>3.3.1. Multi-tenancy and Resource Polling</p> <p>3.3.2. On-demand self-service</p> <p>3.3.3. Broad Network Access</p> <p>3.3.4. Rapid Elasticity and Scalability</p> <p>3.4. The CONTRACTOR shall provide assistance in deploying and migrating the following CDA Information Systems:</p> <p>3.4.1. Electronic Cooperative Registration Information System (E-CoopRIS)</p> <p>3.4.2. Cooperative Registration Information System (CoopRIS – Legacy)</p> <p>3.4.3. Cooperative Annual Performance Report Information System (CAPRIS)</p> <p>3.4.4. Cooperative Assessment Information System (CAIS)</p> <p>3.4.5. Cooperative Business Matching Information System (CBMIS)</p> <p>3.4.6. Administrative Information System (AIS)</p> <p>3.4.7. Cooperative Accreditation Facilities Information System (CDAAFIS)</p> <p>3.4.8. Credit Surety Fund Cooperative Information System (CSFC-IS)</p> <p>3.5. The CONTRACTOR shall provide training in managing, deployment, and operation of the Cloud Computing Service to ICTD Personnel;</p>	
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<p>3.6. The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in the form of telephone calls, electronic mail, online, and/or on-site support;</p>	
<p>3.7. The CONTRACTOR shall resolve every problem in the cloud computing service within twenty-four (24) hours after it was reported during the subscription period;</p>	
<p>3.8. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the CDA. Problem and resolution shall be sent to ictd@cda.gov.ph;</p>	
<p>3.9. The CONTRACTOR must have Certificates and/or Authorization to represent Original Product Manufacturer/Reseller (certificates must be submitted in the submission of bid documents and will be subject to post-qualification);</p>	
<p>3.10. A Certificate of Acceptance shall be issued by the Chief of Information and Communication Technology Division (ICTD) once all the requirements are fully met by the CONTRACTOR.</p>	
<p>4. CLOUD FUNCTIONAL REQUIREMENTS</p>	
<p>4.1. PLATFORM:</p>	
<p>4.1.1. The CONTRACTOR must provide a fully managed Kubernetes Engine</p>	
<p>4.1.2. Must be able to dynamically provision resources based on pod specifications</p>	
<p>4.1.3. The platform must provide advanced cluster management features such as:</p>	
<p>4.1.3.1. Load balancing</p>	
<p>4.1.3.2. Node pool to designate subsets of nodes within a cluster for additional flexibility</p>	
<p>4.1.3.3. Automatic scaling of cluster's node instance count</p>	
<p>4.1.3.4. Automatic upgrades for cluster's node software</p>	
<p>4.1.3.5. Node auto-repair to maintain node health and availability</p>	

	<p>4.1.3.6. Logging and monitoring for visibility into the cluster</p>	
	<p>4.1.4. The CONTRACTOR must provide an option to support the automatic installation of cluster autoscaler, cluster upgrade and service mesh networking at the time of cluster creation - Auto-Pilot</p>	
	<p>4.1.5. The CONTRACTOR must provide a fully managed auto scaling feature for the managed cluster to automatically provision new node pools to cater to the requirements of new workloads</p>	
	<p>4.1.6. Automatic upgrades/auto-repair - GKE allows to an option enforce maintenance period window for the cluster where no upgrades can be done - Node auto-provisioning</p>	
	<p>4.1.7. Release channel (GKE) - regular, stable, rapid (EKS/AKS do not have this option to choose between latest k8s or stable version)</p>	
	<p>4.1.8. Should provide a fully managed kubernetes cluster option where cluster life-cycle management features (auto scaler, auto upgrade, auto-repair) are managed by CONTRACTOR - Auto-Pilot</p>	
	<p>4.1.9. The platform must provide a central repository to store artifacts and build dependencies - Artifact Registry with storage capacity of 5 TB</p>	
	<p>4.2. MONITORING AND LOGGING</p>	
	<p>4.2.1. The platform must provide a fully integrated view and deep visibility into the managed cluster operations including alerts, service level objectives, metrics and logging</p>	
	<p>4.2.2. The platform must provide full summary of metrics for clusters, namespaces, nodes, workloads, services, pods and container - Cloud Logging</p>	
	<p>4.2.3. The CONTRACTOR must provide a management user interface for managing workloads and services on the fully managed clusters - GKE/workloads</p>	
	<p>4.3. AVAILABILITY</p>	
	<p>4.3.1. Must provide regional cluster availability</p>	
	<p>4.3.2. Must provide multi-zonal cluster (single control plane, multiple worker nodes in different zones)</p>	

<p>4.3.3. The platform must provide at least 99.95% monthly uptime for the Control Plan cluster</p>	
<p>4.3.4. The platform must provide at least 99.9% monthly uptime for Pods</p>	
<p>4.4. NETWORKING</p>	
<p>4.4.1. The CONTRACTOR should provide a fully turn-key installation of Istio service mesh during cluster creation - Auto-Pilot/ASM</p>	
<p>4.4.2. The CONTRACTOR should provide CNI option that allows dataplane visibility for network policies - Dataplane v2 (Cilium)</p>	
<p>4.4.3. The CONTRACTOR should provide a separate DNS Records management platform like CloudFlare to manage the Domain: CDA.GOV.PH and its subdomains.</p>	
<p>4.5. SECURITY</p>	
<p>4.5.1. The platform must provide permission control using identity and access management to individual resources, projects, folders, and organization</p>	
<p>4.5.2. The Platform must provide basic roles for full control, editor, and view roles</p>	
<p>4.5.3. The platform must provide granular access for specific services</p>	
<p>4.5.4. The platform must allow the creation of custom roles to provide granular access according to a user-specific list of permission.</p>	
<p>4.5.5. The platform must provide a configuration and policy management tool to enforce the policy consistency of the managed clusters via the CONTRACTOR's native management interface</p>	
<p>4.5.6. The platform must have a certified ISO/IEC 27001</p>	
<p>4.5.7. The platform must be a certified ISO/IEC 27018</p>	
<p>5. CDA CLOUD COMPUTING SYSTEM ARCHITECTURE DIAGRAM</p>	
<p>5.1 (see Diagram)</p>	
<p>6. CLOUD TECHNICAL REQUIREMENTS</p>	

<p>6.1. System: AIS, CSFC-IS, CoopRIS, E-CoopRIS, CAIS, CBMIS, and CDAAFIS</p>	
<p>6.1.1. Quantity (1): 2</p>	
<p>6.1.1.1. Resources Requirements: Kubernetes Engine</p>	
<p>6.1.1.2. vCPU: 4</p>	
<p>6.1.1.3. Memory: 16</p>	
<p>6.1.1.4. Storage: 10 Mib</p>	
<p>6.1.1.5. Details:</p>	
<p>6.1.1.5.1. Region: Singapore (asia-southeast1)</p>	
<p>6.1.1.5.2. 3 Pods Replicas</p>	
<p>6.1.1.5.3. 10 Mib Ephemeral Storage</p>	
<p>6.1.2. Quantity (2): 1</p>	
<p>6.1.2.1. Resources Requirements: Cloud Storage</p>	
<p>6.1.2.2. Storage: 5,120 GiB</p>	
<p>6.1.2.3. Details:</p>	
<p>6.1.2.3.1. Region: Singapore (asia-southeast1)</p>	
<p>6.1.3. Quantity (3): 1</p>	
<p>6.1.3.1. Resources Requirements: Persistent Disk</p>	
<p>6.1.3.2. Storage: 2,048 GiB</p>	
<p>6.1.3.3. Details:</p>	
<p>6.1.3.3.1. Region: Singapore (asia-southeast1)</p>	
<p>6.1.4. Quantity (4): 1</p>	
<p>6.1.4.1. Resources Requirements: mySQL Managed Instance</p>	
<p>6.1.4.2. vCPU: 4</p>	
<p>6.1.4.3. Memory: 15</p>	
<p>6.1.4.4. Storage: 2,048 GiB</p>	
<p>6.1.4.5. Details:</p>	

6.1.4.5.1. Region: Singapore (asia-southeast1)	
6.1.4.5.2. HDD Storage: 2,048 GiB	
6.2. System: Networking	
6.2.1. Quantity (2): 1	
6.2.1.1. Resources Requirements: Load Balancer	
6.2.1.2. Details:	
6.2.1.2.1. 10 Forwarding Rules	
6.2.1.2.2. 1TB Network Ingress	
6.2.2. Quantity (3): 1	
6.2.2.1. Resources Requirements: NAT	
6.2.2.2. Details:	
6.2.2.2.1. 50 Gateways	
6.2.2.2.2. 1 TB Process	
6.2.3. Quantity (4): 1	
6.2.3.1. Resources Requirements: DNS	
6.2.3.2. Details:	
6.2.3.2.1. Managed Zones :1	
6.2.3.2.2. Queries: 1,000	
6.2.4. Quantity (5): 1	
6.2.4.1. Resources Requirements: Cloud Logging and Monitoring	
6.2.5. Quantity (6): 1	
6.2.5.1. Resources Requirements: Internet Egress	
6.2.5.2. Storage: 1,024 GiB	
6.2.5.3. Details: Source Region: Singapore	
7. SERVICE LEVEL AGREEMENT	
7.1. CDA shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance:	

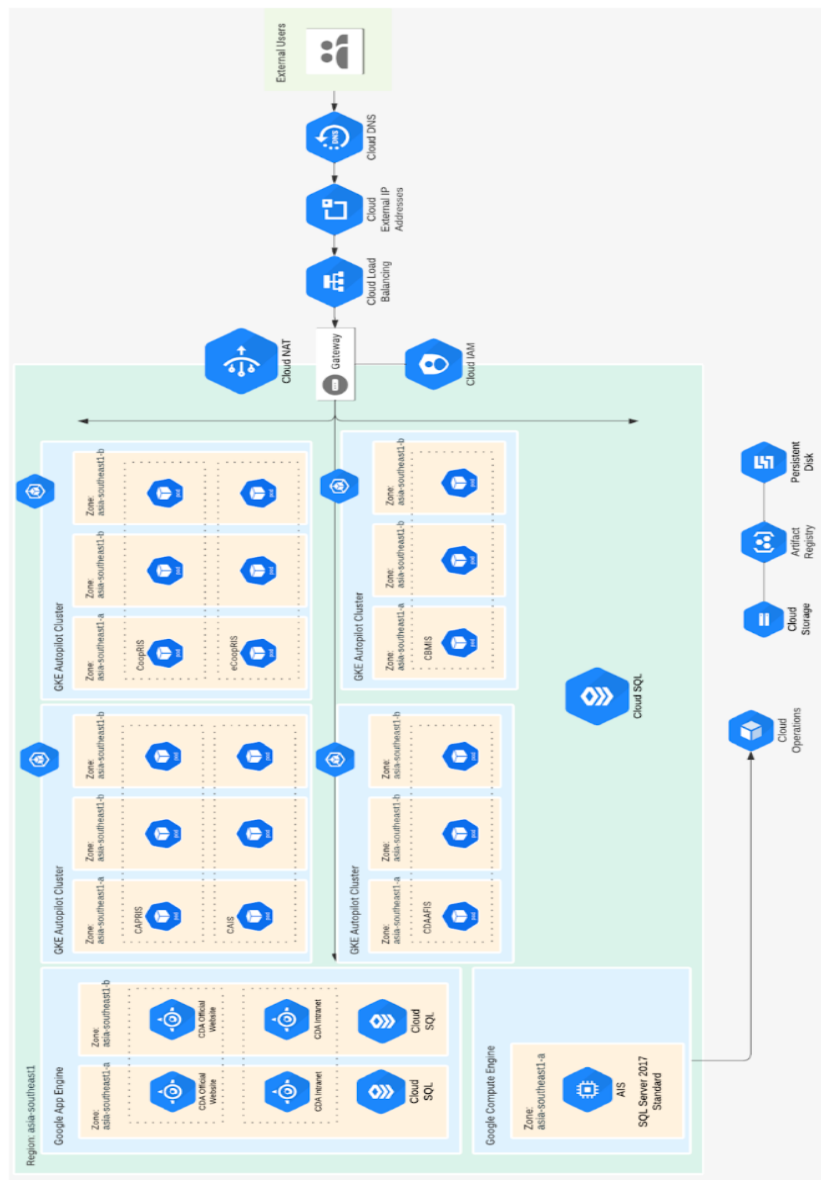
<p>7.1.1. Component: Provision of License/s</p>	
<p>7.1.1.1. Description: The CONTRACTOR shall provide the licenses for the Subscription of Cloud Computing Service business license and support services within six (6) calendar weeks upon receipt of Notice to Proceed (NTP).</p>	
<p>7.1.1.1.1. Liquidated Damages: One (1) % of the total contract price for every day of delay.</p>	
<p>7.1.2. Component: Technical Support</p>	
<p>7.1.2.1. Description: The CONTRACTOR shall resolve every problem that can affect the deployment, migration, and operation of CDA information systems within twenty-four (24) hours after it was reported during the subscription period. It shall refer to a condition wherein the CONTRACTOR resolves the reported problem to the satisfaction of the CDA. Problem and resolution shall be sent to ictd@cda.gov.ph.</p>	
<p>7.1.2.1.1. Liquidated Damages: 1/10th of 1% of the total contract price shall be imposed for every hour of delay.</p>	
<p>8. WARRANTIES OF THE CONTRACTOR</p>	
<p>8.1. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR;</p>	
<p>8.2. The CONTRACTOR warrants represent and undertake the reliability of the services and that their manpower complements are hardworking, qualified/reliable, and dedicated to do the service required to the satisfaction of the CDA. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ CDA employees to work in any category whatsoever;</p>	
<p>8.3. The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions;</p>	
<p>8.4. The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein;</p>	
<p>8.5. The CONTRACTOR shall provide services which shall include technical support which shall be covered by a performance security bond in accordance with Section 39 of RA 9184;</p>	

<p>8.6. The subscription period shall commence on the day the CDA issues the Certificate of Acceptance.</p>	
<p>9. CONFIDENTIALITY OF DATA</p>	
<p>9.1. All project personnel/technical staff assigned by the CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).</p>	
<p>9.2. The CDA Cloud Computing Service, its component, parts, samples and specifications, data, ideas, technology, and technical/nontechnical materials, all or any which may be derived from any of the foregoing are strictly confidential.</p>	
<p>9.3. The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. The CONTRACTOR furthermore agrees not to reproduce, translate or disclose the Proprietary Information to 3rd parties without the prior written approval of the CDA.</p>	
<p>9.4. Any violation of this clause shall be subject to corresponding sanctions, penalties, and/or fines under the Republic Act No. 10173 or the "Data Privacy Act of 2012", without prejudice to any other applicable criminal and/or civil liability.</p>	
<p>10. TERMS OF PAYMENT</p>	
<p>10.1. The CONTRACTOR shall be paid upon provision of licenses of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%);</p>	
<p>10.2. Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:</p>	
<p>10.2.1. Sales Invoice/Billings;</p>	
<p>10.2.2. Certificate of Acceptance issued by CDA ICTD Chief;</p>	
<p>10.2.3. Non-Disclosure Agreement; and</p>	
<p>10.2.4. No advance payment shall be made as provided for in Section 88 of PD 1445.</p>	

	<p>11. PRE-TERMINATION OF CONTRACT</p>	
	<p>11.1. The contract for the subscription of 1 year Cloud Computing services may be pre-terminated by the CDA for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the CDA thirty (30) days prior to such pre-termination;</p>	
	<p>11.2. In case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security; and</p>	
	<p>11.3. The CDA shall have the right to blacklist the CONTRACTOR in case of pre-termination.</p>	
	<p>12. TRAINING</p>	
	<p>12.1. Training will be provided by the winning provider for the following:</p>	
	<p>12.1.1. Administration management console technical training for 10 designated IT personnel;</p>	
	<p>12.1.2. Specialized training in setting up, deployment, and maintenance of cloud computing services;</p>	
	<p>12.1.3. All training should be done virtually using ZOOM or Google Meet;</p>	
	<p>12.1.4. All training must include a certificate of training completion signed by a Certified Trainer.</p>	
	<p>13. DELIVERY PERIOD AND COMPLETION</p>	
	<p>13.1. Provisioning of one (1) year subscription account;</p>	
	<p>13.2. The app and data migration should be done six (6-calendar) weeks after receipt of the Notice of Proceed (NTP);</p>	
	<p>13.3. The CONTRACTOR should convert non containers apps before migration;</p>	
	<p>13.4. The CONTRACTOR should provide a post-migration report;</p>	
	<p>13.5. The CONTRACTOR should maintain that the cloud computing service is up and running 24/7;</p>	

<p>13.6. The CONTRACTOR should provide an escalation procedure in reporting issues and concerns;</p>	
<p>13.7. The CONTRACTOR should protect the CDA online services;</p>	
<p>13.8. Service and Support Coverage - one (1) year from the successful installation and acceptance.</p>	
<p>14. QUALIFICATION OF BIDDER;</p>	
<p>14.1. Prospective bidder/s shall provide certification from the Service provider that they will carry regarding the following:</p>	
<p>14.1.1. Must have at least three (3) years' experience in deploying cloud computing services;</p>	
<p>14.1.2. Must have proof that they are partners/resellers of the cloud computing service;</p>	
<p>14.1.3. Must have certified administrators to architect the technical deployment and configuration activities of the project;</p>	
<p>14.1.4. Must have certified trainers to deliver professional training services to end-users and IT administrators.</p>	
<p>15. PROJECT STANDARDS AND REQUIREMENTS</p>	
<p>15.1. The requirements are expressed as indicative and functional terms to guide the CONTRACTOR in the provision of services that will ensure the overall health of the online services.</p>	
<p>16. APPROVED BUDGET FOR THE CONTRACT</p>	
<p>16.1. The Approved Budget for the Contract is Two Million, Nine-Hundred Eighteen Thousand, Five Hundred Ninety-Seven Pesos only (in the figure: Php 2,918,597.00). Chargeable against the MIS 2022 ICT Software Subscription on MOOE – MITHI</p>	
<p>17. BILLING AND PAYMENT</p>	
<p>17.1. 100% - Upon completion of the delivery and configuration of cloud services; and conduct of training.</p>	

CDA CLOUD COMPUTING SYSTEM ARCHITECTURE DIAGRAM



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

 Name of Company/Bidder Signature Over Printed Name of Representative Date

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Schedule of Requirements, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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

- (m) 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

- (n) Original of duly signed and accomplished Financial Bid Form; **and**
- (o) Original of duly signed and accomplished Price Schedule(s). if applicable

Other documentary requirements under RA No. 9184 (as applicable)

- (p) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

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

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract/Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>						
<u>Private</u>						
TOTAL						

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to **October 20, 2022**.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is Similar in Nature

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract/Name of the Project	Kinds of Goods	Amount of Contract	Date of Delivery/Acceptance	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. The SLCC should have been completed within five (5) years prior to the deadline of the submission and receipt of bids.
- b. Similar contract shall refer to **CLOUD COMPUTING SERVICES (PRODUCTION, STAGING AND DEVELOPMENT ENVIRONMENT)**.
- c. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC to be bid.
- d. Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during Post-qualification).

BID SECURING DECLARATION

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

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.¹: *[Insert reference number]*

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

I/We², 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/Highest Rated and Responsive Bid⁴, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. *[Select one, delete the rest:]*

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

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

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

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

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

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the 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 of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

***Section X. CDA Guidelines on Electronic
Submission of Bids***

GUIDELINES FOR THE ELECTRONIC SUBMISSION OF BIDS

I. PRE-PROCUREMENT PROCESS

A. ADVERTISEMENT/POSTING OF INVITATION TO BID

For Prospective Bidders or Suppliers:

For pending procurement activities, the Secretariat will prepare a Bid Bulletin for approval of the BAC and for issuance to the suppliers to inform them of the following:

1. Resumption of procurement activities through electronic means in accordance with GPPB Resolution No. 09-2020;
2. The requirement of pre-registration via Google Forms for those interested to join the CDA procurement activities such as the pre-bid conference and the submission of bids; and
3. Other relevant details such as the manner and procedure for pre-registration.

The Secretariat shall post the Bid Bulletin on the 1) PhilGEPS Website, 2) CDA Website and 3) CDA Bulletin board.

II. NOTICES

For BAC members/Observers/End-users:

The BAC Secretariat shall send the notices to the BAC Members and end-user representative thru official e-mail of the Secretariat (bacsecretariat@cda.gov.ph). The Secretariat shall send Notice to Observers via the official e-mail of the Secretariat at least five (5) calendar days before the date of the scheduled procurement activity in accordance with Section 13.3 Rule V of the IRR of RA 9184.

III. PROCEDURE IN THE PRE-REGISTRATION OF SUPPLIERS:

A. Interested suppliers must register through **Google Forms** at least three (3) calendar days before the date of the pre-bid conference by disclosing the following information:

- 1) Name of the Company;
- 2) E-mail address;
- 3) Title and contract number of the procurement project;

- 4) Name of owner/ representative;²
- 5) PhilGEPs registered office/company address;
- 6) Landline and mobile number; and
- 7) Authority to represent the company (special power of attorney [SPA] or secretary's certificate)

- B. Once registration is complete and filled out, the Secretariat will send an acknowledgement of receipt and an invitation to join the **Google Meet** or any available video conferencing platform on the email address provided by the prospective bidder indicating the date and time of the pre-bid conference. The pre-registration is required for the Secretariat to monitor the persons allowed to enter in the video teleconference and for records purposes.

Only those suppliers duly registered shall be allowed to attend. In case there will be more than one (1) representative for each prospective bidder, each representative shall fill out the pre-registration form.

- C. The Secretariat shall also provide the Bidder's kit to the prospective bidders to inform them of the house rules to be observed and the step-by-step process during the online bidding.

IV. PRE-BID CONFERENCE PROPER:

- A. The BAC, with the assistance of the Secretariat, shall conduct the pre-bid conference through video conferencing using **Google Meet** or any available video conferencing platform;
- B. The Secretariat will be the sole administrator in **Google Meet** or any available video conferencing platform. Only registered suppliers will be allowed entry in the virtual pre-bid conference and in the subsequent bidding activities. The video conference via **Google Meet** or any available video conferencing platform will be recorded and minutes of the meeting will also be prepared.
- C. Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental/Bid Bulletin posted at least seven (7) calendar days before the bid opening and e- mailed to all suppliers who registered for the pre-bid conference. **(Section 22.4 of the RIRR of 2016)**

V. PROCEDURE FOR THE DEADLINE FOR SUBMISSION OF BIDS, OPENING AND EVALUATION OF BIDS:

- 1) All prospective bidders are enjoined to submit the financial and eligibility requirements in password protected PDF files via the Secretariat's official email address. The bidder will send in single email two (2) compressed folders (in .ZIP file format) which shall both be password protected. One zip folder shall contain the original copy of the **Legal and Technical Requirements** in a

² The company representative must submit a scanned copy of SPA or Secretary's Certificate

password protected PDF file. Both ZIP folder and PDF file shall be assigned the file name **“CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents”**. The second zip folder shall contain the scanned original copy of the **Financial Requirements** in password protected PDF. Both ZIP folder and PDF file shall be assigned the file name **“CDA Bidding No.____; (Name of Bidder); Financial Documents”**. The four (4) passwords shall be unique for both folders and files, respectively. The Bidder may seek technical assistance from the BAC secretariat/Administrator for details.

- 2) Upon receipt of the email containing the two (2) compressed folders, the BAC Secretariat shall send an email of acknowledgement receipt and shall generate a Bid receipt page/document which can be saved or printed by the bidder, as proof of the official time of receipt of bids. Late Bids shall not be accepted and shall no longer be included in the opening of bids.
- 3) The Secretariat shall download the files in a CDA issued computer/laptop device so that the audit trail shall be preserved. The BAC shall designate the official representative of the Secretariat (as administrator) and an alternate representative coming from the MIS to access the said password protected files for safekeeping and record purposes.
- 4) Should a prospective bidder choose to modify the submitted bid, the following rules shall apply:

“Bidders shall send another Bid equally secured, properly identified, and labelled as a **“modification”** of the one previously submitted. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.” **(GPPB Resolution 09-2020)**

Section 26, R.A 9184 (Revised):

“For online or electronic bid submission, where a bidder modifies its Bid, it **shall not be allowed to retrieve its original Bid**, but shall only be allowed to **send another Bid equally secured and properly identified.** **(GPPB Resolution 09-2020)**

In the case of electronic submission, to be labelled as a **“modification,”** of the one previously submitted. The time indicated in **the latest Bid receipt page generated shall be the official time of submission.** Bids submitted after the deadline shall not be accepted.”

[Boldfont supplied.]

- 5) In case of modification of bids, the bidder shall use the following file names for the folders and files:

A. **“CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents – Modification”**

B. **“CDA Bidding No.____; (Name of Bidder); Financial Documents- Modification”**

The Secretariat shall record the last document submitted by the prospective bidder as the official document for the opening of bids, provided it is submitted on or before the deadline.

VI. BID OPENING PROCESS:

The BAC, with the assistance of the Secretariat and Technical Working Group (“TWG”), shall conduct the bid opening via **Google Meet** or any available video conferencing platform. Bidders are encouraged to attend the bid opening online. The passwords for the folders and the files shall be disclosed by the bidders only during the bid opening.

For bidders who are present, the Secretariat will ask the bidder in the chat box of **Google Meet** or any available video conferencing platform, video conferencing room for the corresponding password during the bid opening itself. The official representative of the bidder shall respond promptly in the same chat box with the passwords when prompted.

If a bidder is unable to attend the bid opening and his bid is about to be opened, the Secretariat will ask for the passwords via text message to the official representative of the bidder who shall respond promptly with the password. Bidders are given a minimum of five (5) minutes to provide the password. If the bidder fails to do so, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password and the BAC shall give the bidder at least another five (5) minutes to respond. If the bidder does not respond within the allotted time, his bid shall no longer be considered.

The bidder shall first disclose the password for the first password-protected compressed folder containing the eligibility documents and the Secretariat shall extract the eligibility documents therein. The Secretariat shall upload the said extracted file to Google Drive and share by email an online link to such file to all BAC, Secretariat, TWG Members and invited Observers. After sharing such a link, the Secretariat shall ask the bidder for the password to the eligibility documents in the same procedure described above.

If the bidder is considered **passed** on his eligibility requirements, together with any other bidders who are considered passed on their eligibility requirements, his second password-protected compressed folder containing his financial documents and the files contained therein shall be opened and shared in the same manner as the passwords of the eligibility documents as described above. In no case shall a bidder disclose the passwords for his financial folder and files prior to being declared eligible based on the evaluation of his eligibility documents.

The bidders are given only three attempts to disclose their password per compressed folder and PDF file to open the documents. Should the bidder fail to provide the correct password after the third attempt, their bid shall no longer be considered. The Secretariat shall take and print a screenshot of such inquiries and responses to form part of the records and all incidents should be recorded in the minutes.

VII. BID EVALUATION:

1. Only eligible bids shall be evaluated.
2. Section 6 of GPPB Resolution No. 09-2020, In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, the following alternate documentary requirements shall be acceptable for procurement activities:
 - 2.1 Unnotarized Bid Securing Declaration;
 - 2.2 Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of Business or Mayor's permit after award of contract but before payment;
 - 2.3 Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment; and
 - 2.4 Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:

11
SEP

 - 2.4.1. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "A";
 - 2.4.2. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and
 - 2.4.3. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.
 - 2.4.4. The BAC shall determine or validate the existence of the State of Calamity, or implementation of community quarantine or similar restrictions and may require the submission of documentary proof for this purpose."
3. The BAC Secretariat shall record the proceedings and prepare the minutes of the meeting in the conduct of the opening and evaluation of bids.

VIII. POST-QUALIFICATION:

1. The Technical Working Group (TWG) shall conduct post-qualification measures based on the documents submitted by the bidders. Only those with complete and sufficient requirements shall be considered for purposes of awarding the contract.

The TWG, as it may deem necessary, requires the manual submission of the documents submitted by the bidders for proper identification and evaluation.

ANNEX "A"

BIDDER'S KIT FOR CDA PROCUREMENT GUIDELINES IN ADOPTING ELECTRONIC SUBMISSION OF BIDS

(GPPB Resolution no. 09-2020)

I. Pre-Bid Conference

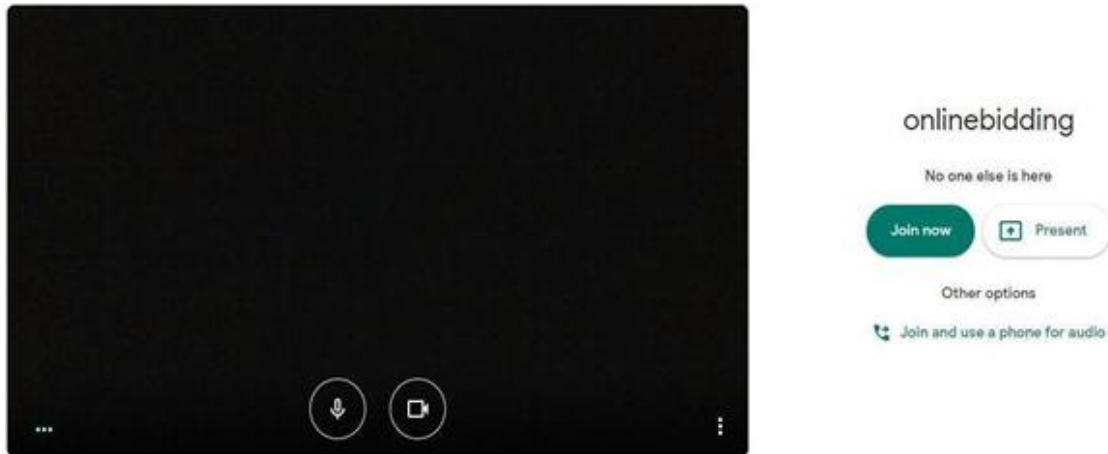
Step 1: Register by completing the information required in the Google forms which can be accessed here: (stated in the IB of Bid Documents)

Once completed, submit the form to the Secretariat and wait for an acknowledgement by e-mail. Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.

The image shows a screenshot of a Google Form titled "Pre-Registration form for Bidders (Pre-Bid Conference)". The form is displayed in a browser window with the URL docs.google.com/forms/d/e/1FAIpQLSee0PkWXU8W2cBnHZ2JJLoAurSrW9j_oYPMwEF.... The form features a decorative header image of a tree with autumn leaves. Below the header, there is a privacy policy statement: "Privacy Policy Statement: All information submitted through this Google Form are reserved for the exclusive use of CDA BAC-Secretariat for bidding pre-registration purposes. Pursuant to our obligations under Section 20 of Republic Act No. 10173 or the Data Privacy Act of 2012, the BAC-Secretariat undertakes to ensure that all information collected herefrom will neither be sold to nor shared with others. Violators of the provisions of data privacy act (R.A 10173) shall be dealt with in accordance of Chapter VIII thereof." Below the privacy policy, there are two required text input fields: "CDA Contract Number" and "Name of Project". Both fields are marked with a red asterisk and the word "Required". The "CDA Contract Number" field has a placeholder text "Your answer". The "Name of Project" field also has a placeholder text "Your answer". The form is displayed in a browser window with a taskbar at the bottom showing various applications like Huawei Router, Facebook, YouTube, Maps, Gmail, and Digital Whiteboard.

Step 2: Join the scheduled Pre-Bid Conference by clicking the link provided by the Secretariat through e-mail <bacsecretariat@cda.gov.ph> to enter the Google Meet by following/clicking the meeting code and click “Join Now”.

Please make sure that you allow access to the microphone and the camera.



Step 3: Kindly wait for the Secretariat to confirm your entry in the Google Meets to participate in the pre-bid conference.

Step 4: See file attached as "Annex A" for the House Rules to be observed during the conduct of procurement activities.

II. Submission of Bids

Step 1: Scan the original copy of the **Legal and Technical Requirements** and save as a PDF assigned with the file name “**CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents**”. Place/set a password on the PDF file. Save the password-protected PDF file to a ZIP file. Place/set another password on the ZIP file.

Step 2: Scan the original copy of the **Financial Requirements** and save as a PDF assigned with the file name “**CDA Bidding No.____; (Name of Bidder); Financial Documents**”. Place/set a password on the PDF file. Save the password-protected PDF file to a ZIP file. Place/set another password on the ZIP file.

Important: Passwords shall bear a unique combination for each file and folder. Same passwords for all files are not allowed. Thus, there shall be **four (4) sets of passwords with unique combinations**. For details on how to save files in PDF format and to place passwords please see file attached as “Annex B”.

Step 3: Submit your bids via e-mail to (bacsecretariat@cda.gov.ph) on or before the deadline for bid submission.

Step 4: After submission, wait for the acknowledgement by the BAC Secretariat of the a) receipt of the compressed file (ZIP file) containing the bids b) proof of the date and time of receipt of the bid to ensure submission prior to the deadline and c) the invitation with the access link to the video conference of the bid opening with date and time thereof.

Important: In case of any modification of bids, the original bid submitted shall not be retrieved but a modified bid shall be submitted to the Secretariat provided that it is equally secured by passwords, properly identified and submitted on or before the deadline. The bidder shall use the following file names for the folders and files:

- A. “CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents – Modification”
- B. “CDA Bidding No.____; (Name of Bidder); Financial Documents – Modification”

Important: LATE Bids or those bids submitted after the deadline will **NOT** be considered in the bid opening.

III. Opening and Evaluation of Bids

Step 1: Fill-out the Registration Form for the Opening of Bids Url (stated in the IB of Bid Documents). Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email <bacsecretariat@cda.gov.ph> to access the virtual meeting on the prescribed date. Open e-mail and access the link provided by the Secretariat to enter the Google Meet by following/clicking the meeting code. Make sure that you allow access to the microphone and the camera. Wait for confirmation from the Secretariat to enter the meeting room.

Step 2: When prompted, disclose in the chat box the password to the first password protected ZIP folder. Wait for the Secretariat to upload the extracted file to Google drive. Afterwards, the Secretariat will prompt you to disclose the password for the PDF document containing the Legal and Technical requirements. If you are present, the Secretariat will ask in the chat box of the Google Meet video conferencing room for the corresponding passwords during the bid opening itself.

If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such passwords via text message to your registered mobile number. You are given a minimum of five (5) minutes to respond. Should you not respond with the password when prompted, the

BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will longer be considered.

Under no circumstances shall the Bidder be allowed to disclose such passwords BEFORE the scheduled bid opening.

Step 3: Should the Legal and Technical requirements be declared as "**PASSED**", you will be prompted to disclose the password for the second password protected ZIP folder, and subsequently the password for the PDF document containing the financial requirements in the same manner as the passwords of the eligibility documents as described above. You must respond promptly.

Under no circumstances shall the Bidder be allowed to disclose such passwords prior to being declared eligible based on the evaluation of his eligibility documents.

Important: Only **three attempts** are given to disclose your password per ZIP folder and PDF file to open the documents. Should you fail to provide the correct password after the third attempt, the submitted bids shall **NOT** be accepted during the bid opening.

* For inquiries and other concerns, you may reach the BAC Secretariat through this email address: bacsecretariat@cda.gov.ph or telephone number 8-7238306 / 0919-9116304.

Stay safe and warm regards!

CDA BAC Secretariat


ANNEX "B"

Basic House Rules to be observed during BAC Meetings

1. Kindly place your microphone on mute when not speaking.
2. Please raise your hand, and wait to be recognized before you speak (remember to toggle off mute).
3. Turn on video for confirmation of your identity.
4. Meetings will start on time. You are advised to enter the virtual room 30 minutes to resolve technical issues, if any.

ANNEX “C”

SECURING YOUR FILE



How to Add Password in PDF File

1. Open the PDF file
2. Click the file and choose **“protect using password.”**



The screenshot shows a 'File' menu with the following items: Open... (Ctrl+O), Reopen PDFs from last session, Create, Save (Ctrl+S), Save As... (Shift+Ctrl+S), Save as Other, Export To, **Protect Using Password** (highlighted with a red circle), Share File, Revert, Close File (Ctrl+W), Properties... (Ctrl+D), and Print... (Ctrl+P).



How to Add Password in PDF File

3. In the protect using password dialog box, type your **password twice** and choose **"apply"** at the lower right side of the dialog box.

Protect Using Password

Requires user to enter a password for:

Viewing
 Editing

Type Password

Re-type Password

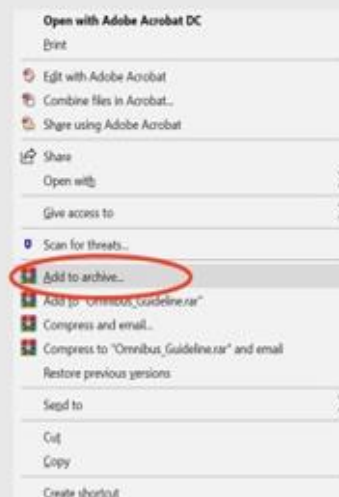
Advanced Options ▾

Cancel Apply



How to Add Password in ZIP File

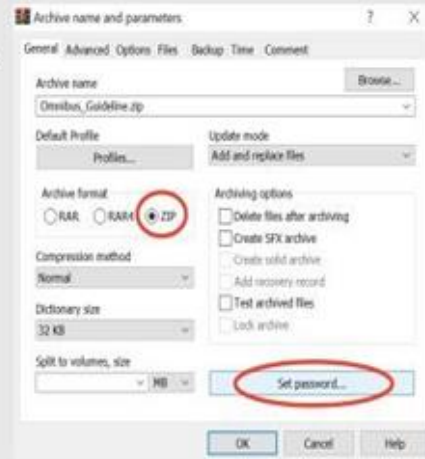
1. Right click the file.
2. Choose **"add to archive."**





How to Add Password in ZIP File


3. In the Archive name and parameters dialog box, choose "radio button ZIP" and click "set password."



How to Add Password in ZIP File

4. Type your password and choose ok.





How to Add Password in ZIP File

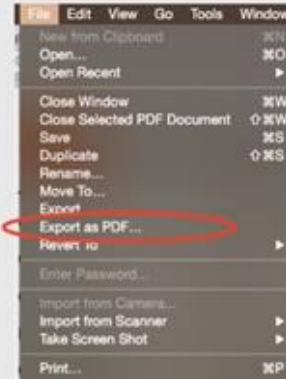
<input type="checkbox"/>	Name	Date modified	Type	Size
<input checked="" type="checkbox"/>	Test.pdf	07/06/2020 3:39 PM	Adobe Acrobat Docu...	1,615 KB
<input type="checkbox"/>	Test.zip	07/06/2020 9:30 PM	WinRAR ZIP archive	1,612 KB





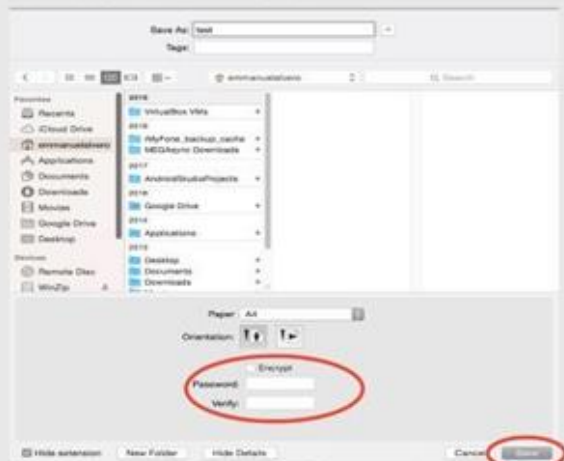
How to Add Password in PDF File

1. Open the PDF file using Preview
2. Click file and choose **"Export as PDF"**



How to Add Password in PDF File

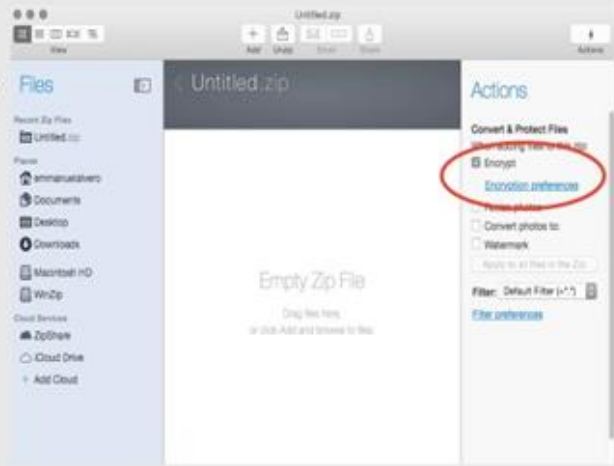
3. Click **"Show Details"**
4. Click **"Encrypt"** enter password in the dialog box and click **"Save"**





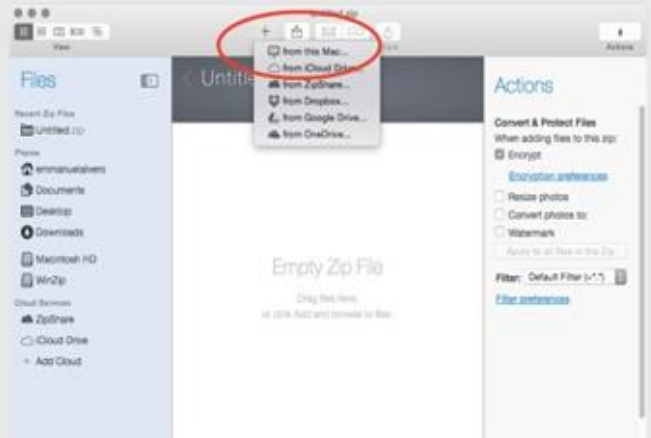
How to Add Password in ZIP File

1. Open "WinZip"
2. Click the "Checkbox" beside "Encrypt"



How to Add Password in ZIP File

3. Click the "+ sign" and select "from this Mac"



How to Add Password in ZIP File

4. Select the file and enter the "password" in the dialog box and click "Zip"



The screenshot shows the 'Files' app interface. A file named 'Untitled.zip' is selected. A dialog box is open with the following elements: an 'Encrypt' checkbox, a 'Password' text field, a 'Verify' text field, a 'Show Password' checkbox, a 'Filter' dropdown set to 'Default Filter (*.*)', and 'Cancel' and 'Zip' buttons. Red circles are drawn around the password and verify fields, and the 'Zip' button.

How to Add Password in ZIP File

5. Click "Save as" and select "to this Mac"



The screenshot shows the 'Files' app interface. A file named 'Untitled.zip' is selected. A context menu is open over the file, showing options like 'Convert & Protect Files', 'Share', 'Move or Share Zip', and 'Show sharepoint'. The 'Move or Share Zip' option is circled in red, and its submenu is open, showing options like 'to this Mac...', 'to Cloud Drive...', 'to ZipDrive...', 'to Dropbox...', 'to Google Drive...', and 'to OneDrive...'. The 'to this Mac...' option is also circled in red.



How to Add Password in ZIP File

6. Choose where to save file and click **"Save"**



How to Add Password in ZIP File

<input type="checkbox"/>	Name	Date modified	Type	Size
<input checked="" type="checkbox"/>	Test.pdf	07/06/2020 3:39 PM	Adobe Acrobat Docu...	1,615 KB
<input checked="" type="checkbox"/>	Test.zip	07/06/2020 9:30 PM	WinRAR ZIP archive	1,612 KB

