



Republic of the Philippines  
**BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO**  
**OFFICE OF THE CHIEF MINISTER**  
**BIDS AND AWARDS COMMITTEE**  
Bangsamoro Government Center, Governor Gutierrez Avenue, Rosary Heights VII, Cotabato City 9600

**INVITATION TO BID**  
**NEGOTIATED PROCUREMENT-TWO FAILED BIDDINGS**  
**PROCUREMENT OF CLOUD SERVICE SUBSCRIPTION**  
**IB No. TFB-BICTO-042023-03**

1. In view of two (2)- Failed biddings, the Office of the Chief Minister, through its Bids and Awards Committee (BAC), invites supplier to participate in the negotiation for the Procurement of Cloud Service Subscription, in accordance with section 53.1 of the revised Implementing Rules and Regulation (IRR) of Republic Act No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act".
2. The Approved Budget for the Contract is **One Million Two Hundred Nine Thousand Six Hundred Pesos (PHP 1,209,600.00)**, inclusive all applicable taxes.

Bids received in excess of the ABC shall be automatically rejected

3. The BAC will hold the first negotiation on **May 9, 2023, 9:00 a.m.** at **1<sup>st</sup> Floor, Bangsamoro Planning and Development Authority (BPDA) Conference Hall 2, BPDA, Bangsamoro Government Center, Cotabato City.** The suppliers are requested to submit **three (3) copies of its eligibility, technical and financial documents** enumerated in Annex "A", which is attached hereto. Bids should be submitted in a sealed envelope.
4. Following the completion of the first negotiation, all prospective bidders are invited to submit its best and final offer to the BAC, through its secretariat, on or before **May 11, 2023, 9:00 a.m.** at the **Procurement Service, Office of the Chief Minister, Bangsamoro Government Center, Cotabato City.**
5. For further information, please refer to:

*Bids and Awards Committee Secretariat*  
*Procurement Service*  
*1<sup>st</sup> floor, OCM-Annex Building, Bangsamoro Government Center,*  
*Bangsamoro Government Center, Gov. Gutierrez Ave.,*  
*Rosary Heights VII, Cotabato City*  
*ocmbac@bangsamoro.gov.ph*  
**0917-831-7214**

  
**MOHD ASNIN K. PENDATUN**  
Chairperson, Bids and Awards Committee

## Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

##### Legal Documents

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

##### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (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.

The SLCC should be Contract for cloud service subscription or any other contract analogous thereto. It should be at least equivalent to the 50% of the ABC.

- 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 Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (Kindly refer to the attached Annex "B" and Annex "C"; **and**
- (i) 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

- (j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). The NFCC should be at least equal to the ABC;
- or**
- A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### *Class "B" Documents*

- (k) 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

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

**Technical Specifications**

<b><i>Item No.</i></b>	<b><i>Description</i></b>	<b><i>Quantity</i></b>	<b><i>Statement of Compliance</i></b>  <i>(Kindly attach evidence of compliance to the specifications)</i>
1	<b>Email Management Service</b> (Please see attached Terms of Reference)	250	

# Terms of Reference

## I. Background

The Bangsamoro Government has adopted email as its primary method for electronic messaging. This approach allows for efficient and effective communication between government officials and departments.

Email communications have become an essential tool for conducting government transactions and communications. It provides a fast and reliable means of exchanging information and documents.

By relying on email as the primary means of electronic messaging, the Bangsamoro Government can ensure that important messages are delivered promptly. This helps to streamline government operations and improve overall efficiency.

## II. Objective

Procure email subscription from a reliable and technically qualified provider of email subscription with integrated support application for group collaboration across the department.

## III. Scope of Work

Provision of:

- a) 250 Google workspace Business Starter with at least 30GB secure cloud-based file storage per account.
- b) Mailboxes and Storage Account shall be transferable.

## IV. Approved Budget for the Contract

The ABC for the project is **One Million Two Hundred Nine Thousand Six Hundred Pesos (PHP 1,209,600.00)**, inclusive of all applicable government taxes and service. The contract price shall include all the costs and profits arising from or in relation to the services rendered in connection with the engagement and until the end of the contract.

## V. Technical Specifications

### A. Mailbox Specifications

Each Mailbox account shall:

1. Maintain @bangsamoro.gov.ph (Bangsamoro Government Official Domain name)
2. Support Custom and secure business email
3. Provide anti-spam and anti-virus functions for all incoming emails and provide anti-virus function for all outgoing emails.
4. Provide Information Rights Management (IRM), Transport Layer Security (TLS) enforcement, Phishing prevention;
5. Support verification of Sender Policy Framework (SPF) protocol for authenticity purpose and Simple Mail Transfer Protocol over Transport Layer Security (SMTP) over TLS) protocol for secure transmission encryption;
6. Provide two-factor authentication composed of, but not limited to password requirement and SMS verification code;
7. Comply with the following international operations standard and controls:
  - a. ISO 27001 (Information Security Management),
  - b. ISO 27017 (Security controls for cloud services),
  - c. ISO 27018 (Cloud privacy protection overview),

- d. Service Organization Control (SOC) 2 and
- e. Service Organization Control (SOC) 3
- 8. Send and Receive emails with attachments of different file type including but not limited to video, audio and image files;
- 9. Capable of at least 25MB incoming and outgoing file attachment with email management control panel;
- 10. Provide Office Document creation, sharing and collaboration, offline/online editing, import and export of data files, revision/revising through a browser;
- 11. Create electronic forms to conduct survey and questionnaire online;
- 12. Provide an online social platform for information sharing and employee engagement;
- 13. Allow transfer from one service provider to another without loss of current data;
- 14. be accessed through Android, IOS, Windows Phone, Blackberry devices, Windows, MacOS desktops, laptops, and tablets;
- 15. have a cloud-based platform which can be accessed through popular web browsers including, but not limited to, Chrome, Firefox, Safari, Carbon, and Edge;
- 16. be accessed through Internet, Local Area Network (LAN), Wi-Fi, and hotspot environment by mobile devices;
- 17. Provide Instant messaging and Video conferencing (Audio, Video) through LAN, internet, Wi-Fi, and hotspots;
- 18. Provide shareable calendar services among users and guests;
- 19. Adopt current IT network setup and settings, and no new hardware/software requirements are needed to avail of the service;
- 20. Provide Mobile Device Management (MDM) and policy-based browser security management;
- 21. Be accessed 24x7, 365 days per year, at least 99.9% monthly uptime guarantee of the services;
- 22. Customize, relative to BICTO's Requirements, user-friendly menus (mailbox organization)

## **VI. Responsibility of OCM-BICTO**

The OCM-BICTO shall provide the following:

- 1. Provide the domain name;
- 2. Responsible for the configuration, operation and maintenance of all contents appearing on the web client;
- 3. Monitors/ configures storage capacity of individual mailboxes and delete or archive as needed;
- 4. Management of mail service including adding mailboxes, managing settings, and configuring anti-virus and spam filters;
- 5. Prepare report of discrepancies and user complaints; and
- 6. Issue certificate of satisfactory service as basis of payment.

## **VII. Contractor's Responsibility**

The Contractor shall provide the following:

- 1. 24x7 technical support through telephone, email and/or chat with a maximum response time of two (2) hours from the posting/submission of support request;
- 2. Training for one (1) administrator and one (1) end-user;
- 3. Initial setup and configuration services for the BICTO and shall ensure that proposed main domain ([\\*@bangsamoro.gov.ph](mailto:*@bangsamoro.gov.ph)) is functioning normally.
- 4. Provide free email migration of OCM-BICTO email account to new hosting facility and vice versa after the end of the contract;
- 5. Ensure compliance to Data Privacy Act.

6. Notify in writing or email the OCM-BICTO of the scheduled downtime and maintenance to avoid disruption of service.
7. Provide full copy of backed up email accounts and messages at the end of the contract; and
8. Provide annual billing statement of account as basis of payment.

#### **VIII. Schedule and Terms**

1. The Agreement shall be for a period of one (1) year reckoned from the date of issuance of certificate of Completion and Acceptance (CCA) to the service provider by the OCM-BICTO and can be extended on a month-to-month basis.
2. Provision of services shall start not later than fifteen (15) days from issuance of the Notice to Proceed (NTP).
3. The acceptance testing will be undertaken for a period of seven (7) days.
4. The email hosting will have no service interruption during the agreed test period.
5. If OCM-BICTO chooses to add an additional mailbox during the contract period, each mailbox will be charged on a prorated basis or less the full year's charge.

#### **IX. Confidentiality and Non-Disclosure Agreement**

1. All information, including but not limited to, information relating to the OCM-BICTO made available to the Service Provider for the purpose of the email service agreement, are the sole property of the OCM-BICTO. The Service Provider shall treat as confidential and shall not disclose to any person, firm, or corporation during the duration of the agreement, or at any time thereafter.
2. All information, business, technical and personnel information and data, related documentation, in whatever form, which the OCM-BICTO may furnish shall be used by the Service Provider solely for the purpose for which it was furnished, shall be treated in strictest confidence, and protected; and if in tangible form, shall be returned to OCM-BICTO upon termination of the agreement.
3. The Service Provider shall not retain a copy in whatever form of the OCM-BICTO email accounts and messages upon termination of the service agreement.