



**BIDDING DOCUMENTS FOR THE**

**Provision of Services of Various IT Personnel for the Customization of the Human Resources Management Information System (HRMIS) of an Open Source Enterprise Resource Planning (ERP) Software**

Public Bidding No. 2023-027

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations</b> .....	<b>4</b>
<b>Section I. Invitation to Bid</b> .....	<b>7</b>
<b>Section II. Instructions to Bidders</b> .....	<b>11</b>
1. <i>Scope of Bid</i> .....	12
2. <i>Funding Information</i> .....	12
3. <i>Bidding Requirements</i> .....	12
4. <i>Corrupt, Fraudulent, Collusive, and Coercive Practices</i> .....	12
5. <i>Eligible Bidders</i> .....	12
6. <i>Origin of Goods</i> .....	13
7. <i>Subcontracts</i> .....	13
8. <i>Pre-Bid Conference</i> .....	13
9. <i>Clarification and Amendment of Bidding Documents</i> .....	13
10. <i>Documents comprising the Bid: Eligibility and Technical Components</i> .....	14
11. <i>Documents comprising the Bid: Financial Component</i> .....	14
12. <i>Bid Prices</i> .....	14
13. <i>Bid and Payment Currencies</i> .....	15
14. <i>Bid Security</i> .....	15
15. <i>Sealing and Marking of Bids</i> .....	15
16. <i>Deadline for Submission of Bids</i> .....	16
17. <i>Opening and Preliminary Examination of Bids</i> .....	16
18. <i>Domestic Preference</i> .....	16
19. <i>Detailed Evaluation and Comparison of Bids</i> .....	16
20. <i>Post-Qualification</i> .....	17
21. <i>Signing of the Contract</i> .....	17
<b>Section III. Bid Data Sheet</b> .....	<b>18</b>
<b>Section IV. General Conditions of Contract</b> .....	<b>20</b>
1. <i>Scope of Contract</i> .....	21
2. <i>Advance Payment and Terms of Payment</i> .....	21
3. <i>Performance Security</i> .....	21
4. <i>Inspection and Tests</i> .....	21
5. <i>Warranty</i> .....	22
6. <i>Liability of the Supplier</i> .....	22
<b>Section V. Special Conditions of Contract</b> .....	<b>23</b>
<b>Section VI. Schedule of Requirements</b> .....	<b>25</b>
<b>Section VII. Technical Specifications</b> .....	<b>26</b>
<b>Section VIII. Checklist of Technical and Financial Documents</b> .....	<b>36</b>

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



## INVITATION TO BID FOR THE Provision of Services of Various IT Personnel for the Customization of the Human Resources Management Information System (HRMIS) of an Open Source Enterprise Resource Planning (ERP) Software

1. The Securities and Exchange Commission (SEC), through the FY 2023 Annual Operating Budget of SEC intends to apply the sum of Seven Million Two Hundred Seventy-Four Thousand Nine Hundred Pesos (Php7,274,900.00) being the ABC to payments under the contract for Project under Public Bidding No. 2023-027. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. SEC now invites bids for the above Procurement Project. Delivery of the Goods is required in FY 2023 as specified in Section VI (Schedule of Requirements) of this Bidding Document. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 10 August 2023 from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. It may be downloaded free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

The prospective bidders are advised to send an email at [fpbaluyot@sec.gov.ph](mailto:fpbaluyot@sec.gov.ph) to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- Print 2 copies of PAF:
  - 1 Client Copy
  - 1 LandBank Copy
- Accomplish the onColl Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:
  - Reference Number 1 - PAF No.
  - Reference Number 2 - Name of Payor appearing on the PAF
- Present OnColl Payment Slip, together with the PAF, to the LandBank Teller

For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment: <https://www.sec.gov.ph/sec-payment-portal>
  - Enter PAF Reference Number
  - Select preferred payment option:
    - Debit/Credit Card
    - Paymaya Wallet/GCash
  - Enter email address and verification code
  - Click proceed to payment
7. SEC will hold a Pre-Bid Conference on **August 18, 2023 (Friday), 10:00 A.M.** at the Conference Room, 7<sup>th</sup> Floor The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders.
  8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **September 1, 2023 (Friday), 10:00 A.M.** Late bids shall not be accepted.
  9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
  10. Bid opening shall be on **September 1, 2023 (Friday), 10:15 A.M.** at the given address below the Conference Room, 7<sup>th</sup> Floor The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and via Zoom application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
  11. The SEC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6

and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

*Procurement Division  
7<sup>th</sup> Floor The SEC Headquarters  
7907 Makati Ave., Salcedo Village  
Bel-Air, Makati City 1209  
Telephone No.: 8818-5330  
Electronic mail: [fpbaluyot@sec.gov.ph](mailto:fpbaluyot@sec.gov.ph)*

13. You may visit the following websites:

*<https://www.sec.gov.ph>  
<https://www.philgeps.gov.ph>*

*August 10, 2023*

  
Armando A. Pan Jr.  
BAC Chairman

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Securities and Exchange Commission wishes to receive Bids for the **Provision of Services of Various IT Personnel for the Customization of the Human Resources Management Information System (HRMIS) of an Open Source Enterprise Resource Planning (ERP) Software**, under Public Bidding No. 2023-027.

The Procurement Project (referred to herein as “Project”) is composed of one (1), 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 2023 Budget of SEC in the amount of **Seven Million Two Hundred Seventy-Four Thousand Nine Hundred Pesos (Php7,274,900.00)**.

2.2. The source of funding is **FY 2023 Annual Operation Budget of SEC**.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 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 equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
- 7.2. The Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Conference Room, 7<sup>th</sup> Floor The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and/or through videoconferencing/webcasting} as indicated in paragraph 7 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years *prior* to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in 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 the **BDS**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 calendar days from the date of 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 and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring 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 may be. 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**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be any contract similar or analogous to provision of manpower outsourcing services for project-based software development completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Makati, NCR or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php 145,498.00</b> [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 363,745.00</b> [<i>five percent (5%) of ABC</i>], if bid security is in Surety Bond.</li> </ul>
19.3	<i>No further instructions.</i>
20.2	<i>No further instructions.</i>
21.2	<p>The Bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Returns filed and paid through the Electronic Filing and Payments System (EFPS); and</li> <li>2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months preceding the date of bid submission.</li> </ol>

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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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>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 Assistant Director Archivald S. Navarro</p>
2.2	<p>The terms of payment shall be six (6) monthly installments.</p> <p>Payment shall be on monthly basis based on the billing statements provided by the Service Provider. The contractor shall transmit the billing statements, including the attendance sheets, accomplishment/completion reports and the agreed deliverables that will be indicated on the Project Plan (to be submitted within one month from NTP) per month within thirty (30) days after the reference month.</p>
4	<p>The inspections and tests that will be conducted in accordance with the deliverables stipulated in Clause 2.2 of this Section.</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	Qty	Delivered, Weeks/Months
1	Provision of Services of Various IT Personnel for the Customization of the Human Resources Management Information System (HRMIS) of an Open Source Enterprise Resource Planning (ERP) Software	1 Lot	Immediately upon receipt of the Notice to Proceed  Contract duration is six (6) months

I hereby certify to comply and deliver the above requirements immediately upon receipt of the Notice to Proceed.

Company Name : \_\_\_\_\_  
Authorized Representative

Signature : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Date : \_\_\_\_\_

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# Technical Specifications

Item	Specification	Statement of Compliance
<b>Scope of Work</b>		
<p>The Service Provider shall provide the following:</p> <ol style="list-style-type: none"> <li>1. Provide IT professionals that will develop/customize the HRMIS using ERPNext, an open-source ERP solution that offers financial accounting, human resources and inventory management. ERPNext features human resource management which allows users to create employee records, record expense claims, manage performance appraisals and payroll.</li> <li>2. Provide access to a pool of skilled IT professionals who have experience in various technologies, project management, analysis, and software development methodologies.</li> <li>3. Provide flexibility and scalability in terms of scaling up/down the size of the software development team as needed, depending on project demands.</li> <li>4. The Service Provider shall perform and provide recruitment, training, and employee benefits to the IT professionals.</li> <li>5. Ensure that the IT professionals are available to deliver their assigned task requirements and deadlines.</li> </ol>		
<b>Requirements</b>		
<b>Pre-Deployment</b>		
<ol style="list-style-type: none"> <li>A. The Service Provider shall provide seven (7) IT professionals.</li> <li>B. The Service Provider must guarantee that it has done background investigation on all its personnel to be deployed to the SEC. The Service Provider shall bear the expenses to be incurred. The results of the service provider's background check must be provided to the SEC. The SEC, however, may additionally carry out random background checks on the personnel deployed by the Service Provider. Lack of proper conduct by the Service Provider background checks on its employees might justify the contract's cancellation.</li> <li>C. The IT professional candidates must go through an interview and/or a technical examination before being deployed, as deemed necessary by SEC. The following are prerequisite for the screening:</li> </ol>		

<ol style="list-style-type: none"> <li>1. Service Provider to submit a roster of outsource personnel candidates;</li> <li>2. For each candidate, a resume' certified as true and correct by the Service Provider; and</li> <li>3. Certified true copy of the candidate's (i) employment certificate or (ii) training certificate. If these are not readily available, the Service Provider may still endorse candidates for screening; provided however, that the certified true copy of the accepted personnel's employment and training certificates are submitted before the actual deployment.</li> </ol> <p>D. To ensure that software development team are physically fit to work and to protect the SEC from possible health risks, all personnel for deployment to the SEC shall be required by the Service Provider to undergo medical examination, drug testing and be given a fit to work clearance prior to reporting for duty.</p> <p>E. The start of outsourced services shall be within thirty (30) working days from the effective date indicated in the NTP by the SEC. All outsourced personnel selected by SEC are required to report to ISDMD-ICTD within the said period. The Service Provider shall end the deployment of the concerned personnel after the lapse of the contract period, unless otherwise notified by the SEC to extend said deployment.</p> <p>F. Failure of the Service Provider to comply shall be subject to Liquidated Damages (LD) in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (2016 Revised IRR). The computation of liquidated damages shall be based on monthly rate of un-deployed personnel and will start on the 31st day from the effective date indicated in the NTP.</p> <p>G. Processing and cost of identification cards and/or access cards shall be assumed by the Service provider.</p>	
<p>Implementation</p> <ol style="list-style-type: none"> <li>1. Working Hours and Days The outsourced personnel shall render forty (40) hours of work per week, onsite or offsite, or as per arranged shifting/work schedule. Working hours/days may be adjusted as deemed necessary by the SEC.</li> <li>2. Compliance to Rules and Regulations</li> </ol>	

When onsite, outsourced personnel shall follow the rules and regulations of the Commission at all times such as, but not limited to, wearing of the prescribed office/corporate attire, office control and security measure, use of SEC equipment, facilities, and services and working hours, breaks and attendance.

3. Replacement Due to Resignation/Secession

The Service Provider shall duly notify SEC of outsourced personnel resignation/secession and provide name/s of candidates who are potential replacement/s within thirty (30) calendar days prior to effectivity of personnel resignation/secession. Within this period, the concerned personnel shall be responsible in securing clearance from SEC. SEC reserves the right to hold the payment associated with the concerned personnel until the said clearance has been secured.

The replacement shall report to work on the first day after the effectivity of personnel resignation/secession. Failure of the Service Provider to replace the resigned/seceded personnel shall be subject to LD in accordance with the provisions of the 2016 Revised IRR of R.A. 9184 and shall commence on the 1st day after the effectivity of the personnel resignation/ secession.

4. Replacement Due to Poor/Non-Performance and other Acts Detrimental to SEC

Outsourced personnel shall be subject to replacement should SEC find any of the personnel undesirable, due to poor and/or non-performance, and/or commission of acts detrimental to the SEC. The Service Provider shall provide replacement within thirty (30) calendar days upon receipt of written request from the SEC. Failure to replace the personnel shall be subject to LD in accordance with the provisions of the IRR of R.A. 9184 effective on the 31st day from receipt of written request of SEC.

5. Attendance Report

The Service Provider is required to provide a monthly report on the attendance and accomplishment of the outsourced personnel assigned to the SEC for monitoring purposes.

6. Service Rendered Out of Regular Working Hours

For authorized services rendered over and above the eight (8) hours regular working time or during holidays/rest days, the Service Provider shall charge overtime, premium, night differential and holiday pay as the case may be in accordance

<p>with the applicable government rules and regulations and other laws of the Republic of the Philippines.</p> <p>7. Adjustment in Mandated Benefits</p> <p>The Employee’s rate per day shall be adjusted in case of issuance of any legally mandated wage increases, benefits and other charges within the contract period.</p>	
<b>General Terms and Conditions</b>	
<ol style="list-style-type: none"> <li>1. The Service Provider and its deployed personnel shall abide by SEC’s policies, rules and regulations.</li> <li>2. The Service Provider shall provide a dedicated representative or coordinator who shall be on-call at all times to address all concerns regarding the deployment of its personnel to SEC.</li> <li>3. It is clearly understood and acknowledged that the persons hired by the Service Provider and assigned to the SEC are not SEC employees but rather employees of the Service Provider. Therefore, the Service Provider shall be solely responsible for compliance with all applicable labor laws, rules, and regulations.</li> <li>4. The Service Provider hereby expresses its intent to maintain administrative control and supervision while allowing the SEC to issue direct orders to the personnel assigned during their term of service. This is not to be construed as a transfer of authority by the Service Provider from its position as the employer of its personnel assigned to the SEC.</li> <li>5. The Service Provider shall be liable for losses and damages on the properties, facilities, and information assets of the SEC which may be caused through the negligence or fault of their personnel assigned to the SEC while in the performance of their official duties.</li> <li>6. The Service Provider and its personnel shall hold and maintain confidential information which may come into their possession or knowledge in connection with the performance of the services. In addition, the personnel assigned must not engage in unauthorized access or use of IT resources that may compromise systems. For this purpose, personnel assigned shall be required to execute Non-Disclosure Agreement (NDA).</li> <li>7. The Service Provider shall provide the laptops to be used by the outsourced IT personnel.</li> </ol>	



8. Promptly debug and fix any errors that may occur during the duration of the contract.	
<b>Qualifications of the Outsourced Personnel</b>	
1	<p>Project Manager</p> <ul style="list-style-type: none"> <li>• Preferably with Project Management Professional (PMP) Certification, PRINCE2 Certification, Scrum Master certified, or other relevant accredited certifications which show expertise in project management methodologies</li> <li>• With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs.</li> <li>• At least seven (7) years of experience in managing IT projects related to system development, implementation, and maintenance</li> <li>• Preferably with experience handling Government projects</li> </ul>
2	<p>Senior Systems Analyst or Sprint Master</p> <ul style="list-style-type: none"> <li>• Preferably with certifications on systems engineering or information systems from reputable organizations</li> <li>• With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs.</li> <li>• At least four (4) years of experience in a technology position with a broad knowledge of network, and software configuration, security, and troubleshooting</li> <li>• At least four (4) years of experience with Scrum/Agile development methodologies</li> <li>• Should have experience in designing, implementing, and maintaining complex systems and should be familiar with different operating systems, such as Windows, Linux, or Unix</li> <li>• Should have at least ten (10) years of experience in implementing and transforming ERP Systems for complex business operations</li> <li>• Familiar with virtualization technologies, such as VMware, Hyper-V, or Xen, and cloud computing platforms, such as AWS or Azure, Frappe Cloud and/or Digital Ocean</li> </ul>

	<ul style="list-style-type: none"> <li>• Ability to diagnose and correct program and system failures or malfunctions efficiently and accurately</li> <li>• Well versed in automation solutions including scripting, policy creation, device management tools and other programming languages such as Python, Frappe, HTML/CSS, Node JS, React JS</li> </ul>	
3	<p>Lead Full Stack Engineer</p> <ul style="list-style-type: none"> <li>• With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs.</li> <li>• At least four (4) years of hands- on experience using Python, Frappe, HTML/CSS, Node JS, React JS Programming Languages.</li> <li>• Good working knowledge and experience in UI/UX design softwares and processes, CRM systems, and native mobile app development (using IOS Objective C, Swift, and Java), mobile runtime security (Pen Test)</li> <li>• Knowledgeable and experienced in server management, API technologies, cloud technologies, databases, and agile methodologies</li> <li>• Knowledgeable and experienced on H5 web responsive application development, system architecture, technical design and delivery, and other programming languages</li> <li>• With DevOps toolchain experience (ADO, JIRA, Bitbucket, GitHub, Jenkins, Artifactory, Vx)</li> </ul>	
4	<p>Back End Developer</p> <ul style="list-style-type: none"> <li>• With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs.</li> <li>• At least two (2) years of hands- on experience using Python, Frappe, HTML/CSS, Node JS, React JS, MariaDB SQL</li> <li>• Knowledge of other commonly used programming languages</li> <li>• Knowledgeable and experienced native mobile app development, mobile runtime security</li> </ul>	

	<ul style="list-style-type: none"> <li>• Knowledgeable in databases, web servers, API technologies, cloud technologies, databases, and agile methodologies</li> </ul>	
5	<p>Front End Developer</p> <ul style="list-style-type: none"> <li>• With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs.</li> <li>• At least two (2) years of experience working on various front-end web development technologies and tools to create and maintain user-facing features of both mobile and web applications such as React, Angular, Vue.js, Bootstrap, Foundation, Materialize, or Semantic UI.</li> <li>• With a background in developing and maintaining user-facing features of mobile and web applications using programming languages such as JavaScript, HTML, and CSS.</li> <li>• Exposure to these tools and technologies is a plus: <ul style="list-style-type: none"> <li>- Web performance optimization: Google PageSpeed Insights or GTmetrix.</li> <li>- Browser developer tools: Chrome DevTools, Firefox Developer Tools, or Safari -Web Inspector.</li> <li>- Responsive design: Media queries, Flexbox, or CSS Grid.</li> <li>- Version control systems: Git</li> </ul> </li> </ul>	
6	<p>Senior Quality Assurance Engineer</p> <ul style="list-style-type: none"> <li>• Preferably Lean Six Sigma professional or ISO certified or knowledgeable in quality management</li> <li>• With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs.</li> <li>• Engineering or a Software developer in test experience, with technical leadership experience in a variety of environments (ETL, API, Databases,)</li> <li>• Hands on expertise in a variety of test automation frameworks/tools (e.g., Selenium, Robot Framework, TestNG, SOAPUI, Cucumber, Protractor, Jmeter, LoadRunner, VisualStudio Load Test Postman), and</li> </ul>	

	<p>script development using scripting languages (e.g. Python, Bash, etc.)</p> <ul style="list-style-type: none"> <li>• Hands-on programming experience (e.g., Python, Java, SQL DB querying, particularly with MariaDB) and source code configuration tools (Git, Github, Gitlab)</li> <li>• Experience in DevOps operations, including CI/CD principles, deployment pipelines, test integration with Jenkins, processes and tools (ALM, JIRA, etc.) is a plus.</li> <li>• Hands on experience with defining Test strategy and test approach for projects in Agile and Non-agile projects</li> </ul>	
7	<p>Database Engineer</p> <ul style="list-style-type: none"> <li>• With a bachelor’s degree preferably with graduate degree related to Management, Business, Mathematics, Economics, Engineering, Computer Science, Information Systems /Technology, or other related programs</li> <li>• At least three (3) years of experience in Database Management and Engineering.</li> <li>• Should have strong technical skills and knowledge of various database concepts and tools.</li> <li>• Expert in managing DBMS, such as MariaDB, MySQL, Oracle, SQL Server, PostgreSQL, or MongoDB.</li> <li>• Familiarity with data warehousing, data integration, and ETL tools, such as Informatica, Talend, or SSIS.</li> <li>• Comfortable with SQL and scripting languages, such as Python, Perl, or PowerShell</li> <li>• Knowledge of cloud-related technologies is essential.</li> <li>• Have a good understanding of database security best practices, such as data encryption, access control, and audit logging, and compliance regulations.</li> </ul>	

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

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

#### Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# SAMPLE FORMS

## TABLE OF CONTENTS

Bid Form .....	39
Price Schedule for Goods.....	41
Omnibus Sworn Statement.....	42
Bid Securing Declaration.....	44
Statement of all Ongoing Contracts .....	46
Statement of Single Largest Completed Contract.....	47
Authority of Signatory (For Corporation) .....	48
Authority of Signatory (For Sole Proprietorship) .....	49

## **BID FORM**

Date : *[insert]*

Project Identification No. : PB No. 2023-027

To:

***The Bids and Awards Committee***  
*Securities and Exchange Commission*  
*The SEC Headquarters, Makati Avenue*  
*Salcedo Village, Bel-Air, Makati City*

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 the following in conformity with the said PBDs for the sum below 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:

Lot No.	Description	Unit Price	Total Price
1	<i>[insert description as indicated in the bidding documents]</i>		
2	<i>[add, if necessary]</i>		

The total bid price includes the cost of all taxes, such as, but not limited to *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 Single or 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: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## *Omnibus Sworn Statement*

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.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.  
Witness my hand and seal this \_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

X-----X

***BID SECURING DECLARATION***

**Invitation to Bid:** *[Insert Reference number]*

To:

***The Bids and Awards Committee***  
*Securities and Exchange Commission*  
*The SEC Headquarters, Makati Avenue*  
*Salcedo Village, Bel-Air, Makati City*

I/We<sup>1</sup>, 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 the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

---

<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid**

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of contract	Value of outstanding works	Date of Delivery
							<i>(Date of Delivery shall refer to the expected date the project shall be fully completed/delivered or paid)</i>

**Note: Bidder shall attach the following:**

1. **Current/on-going extended contracts should be included in the list**
2. **On-going extended contracts should be included in the list**

Instructions:

- a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

**Submitted by:**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Signature over printed name)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

***Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period***

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery  <i>(Date of Delivery shall refer to the date the project was fully delivered, completed or paid)</i>

***Note: Bidder shall attach the following:***

***1. Photocopy of approved Contract or Purchase Order/Work Order***

***2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the contract.***

**Submitted by:**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Signature over printed name)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



***AUTHORITY OF SIGNATORY (For Corporation)***

I, (Name of Corporate Secretary), of legal age, Filipino, with business address at \_\_\_\_\_, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the (Name of Project).

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE

CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
 Page No. \_\_\_\_\_  
 Book No. \_\_\_\_\_  
 Series of \_\_\_\_\_.

**AUTHORITY OF SIGNATORY**

(For Sole Proprietor/Partnership)

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project].

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

Republic of the Philippines



Government Procurement Policy Board