

PHILIPPINE BIDDING DOCUMENTS

Supply, Delivery, Installation, Configuration, and Implementation of the Fully Functional Document Management System, and Workflow Management System for the Securities and Exchange Commission – Rebidding

Public Bidding No. 2024-025

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Consulting Services through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. 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 GoP or the World Bank or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the minimum eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Eligibility Documents of Part I; and Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in Section III. Eligibility Data Sheet (EDS) of Part I, Section III. Bid Data Sheet (BDS), and Section V. Special Conditions of Contract (SCC) of Part II. The forms to be used are provided in the attachments.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Consulting Services to be procured. 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 Consulting Services. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) These PBDs are divided into Part I and Part II, which shall be both made available from the time the Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids
- (c) Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the EDS, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- (d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, EDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VII. Bidding Forms of Part II since these provide important guidance to Bidders.

- (e) The criteria for evaluation and the various methods of evaluation in the ITB should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required in the BDS. The criteria that are not applicable should be deleted from the BDS.
- (f) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (g) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the EDS, BDS, or SCC these terms shall be printed in bold type face on Section II. Eligibility Documents, Section I. Instructions to Bidders, and Section III. General Conditions of Contract, respectively.

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A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Consultant”) from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called “funds”) from the source indicated in the **BDS** (hereinafter called the “Funding Source”) toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity’s satisfaction prior to the commencement of the next phase.
- 1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.
- 1.6. The Consultants’ costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 3.1.

2. Conflict of Interest

- 2.1. The Funding Source’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

- (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

2.2. Consultants shall not be related to the Head of the Procuring Entity (HoPE), members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or
- (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

- 2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

- 3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a

contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 51.

4. Consultant's Responsibilities

- 4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in **ITB** Clause 10.2(d).
- 4.2. The Consultant is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for this Project, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that 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;
 - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and 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, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
 - (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Consultant concerned.

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.

- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

6. Subcontracts

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Subconsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3. The Consultant may identify the subconsultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subconsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

7. Pre-Bid Conference

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will

be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.

- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

8. Clarifications and Amendments to Bidding Documents

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

C. Preparation of Bids

9. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

10. Documents Comprising the Bid: Technical Proposal

10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
- (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
- (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
- (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

10.2. The Technical Proposal shall contain the following information/documents:

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.

- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:
- (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
 - (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
 - (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
 - (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.

- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
 - (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
 - (vi.2) failed to state nationality on the CV; or
 - (vi.3) the CV is not signed in accordance with paragraph (v) above.
 - (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
 - (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity,

FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

13. Bid Currencies

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.
- 13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such</i>	Two percent (2%)

<i>financial instrument.</i>	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5. The bid security may be forfeited:
 - (a) if a Consultant:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;

- (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;
 - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or
 - (iii) any other reason stated in the **BDS**.

16. Format and Signing of Bids

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section ___ hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL PROPOSAL" and "COPY NO. ___ - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Consultant in capital letters;

- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.

17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening of Bids

18. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

19. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

20. Modification and Withdrawal of Bids

20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with **ITB** Clause 17.4, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

- 20.3 Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.
- 21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with **ITB** Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

- 21.6 All technical envelopes shall be resealed. Those rated “passed” shall be secured for the detailed technical bid evaluation, while those rated “failed” will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately. .
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22. Process to be Confidential

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant’s bid.

23. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

24. Bid Evaluation

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest

rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

- 24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

25 Evaluation of Technical Proposals

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
 - (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
 - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;

- (b) failure to submit any of the technical requirements provided under this ITB and TOR;
- (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in ITB Clauses 2.1(a) to (c) and failed to make a proper statement to that effect in the cover letter; or
- (d) the Technical Proposal included any cost of the services.

26 Opening and Evaluation of Financial Proposals

- 26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.
- 26.2 The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in ITB Clause 1.1 using the corresponding procedure provided in the **BDS**.

27 Negotiations

- 27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 27.2 Negotiations shall cover the following:
 - (a) Discussion and clarification of the TOR and Scope of Services;
 - (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
 - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
 - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
 - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
 - (f) Provisions of the contract.
- 27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may

be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

28 Post Qualification

- 28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and ITB Clauses 10 and 11.
- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant 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.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the

documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to ITB Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.
- 28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.
- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29 Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
- (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

30.1 Subject to ITB Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.

- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
 - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
- (1) Contract Agreement;

- (2) Bidding Documents;
- (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (4) Performance Security;
- (5) Notice of Award of Contract; and
- (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1 Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p>	

<p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

32.3 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

33.2 The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

34. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III 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, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the Securities and Exchange Commission. The evaluation procedure is Quality Cost Based Evaluation (QCBE).
1.2	The Funding Source is the FY 2024 Annual Operating Budget of the SEC. The name of the project is Supply, Delivery, Installation, Configuration, and Implementation of the Fully Functional Document Management System, and Workflow Management System for the Securities and Exchange Commission – Rebidding (Public Bidding No. 2024-025).
1.3	Engagement of consultancy services for the development and implementation of a document management system and workflow management system for the Securities and Exchange Commission.
1.4	The Terms of Reference defines the Schedule of Requirements.
5	No further instructions.
6.1	Subcontracting is not allowed.
6.2	Not applicable.
7.1	The Procuring Entity will hold a pre-bid conference for this Project on 26 July 2024, 10:00 AM at Conference Room 2/F The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City, and through video-conferencing/web casting via Zoom.
8.1	The Procuring Entity's address is: The SEC Headquarters, 7907 Makati Ave. Salcedo Village, Barangay Bel-Air, Makati City Femmy Jane Baluyot, Securities Specialist I (02) 8818-5330 fpbaluyot@sec.gov.ph
10.1(b)	Not applicable
10.1(c)	The minimum required experience of proposed professional staff should, at a minimum, be comparable as of that in the Terms of Reference.
11.5	Taxes: All proposal shall be inclusive of 12% Value-Added Tax and all other standard and applicable government taxes.

11.7	The ABC is One Hundred Seventy Million Pesos (Php170,000,000.00). Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until 07 November 2024.
15.1	The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than Php3,400,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Php8,500,000.00, if bid security is in Surety Bond.
15.2	The bid security shall be valid until 07 November 2024.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit one original copy of the first and second components of its bid. <i>Please prepare a scanned copy of your submissions.</i>
18	The address for submission of bids is BAC Secretariat, 2/F The SEC Headquarters, 7907 Makati City, Salcedo Village, Barangay Bel-Air, Makati City. The deadline for submission of bids is 09 August 2024, 10:00AM.
21.2	The address for opening of bids is Conference Room, 2/F The SEC Headquarters, 7907 Makati City, Salcedo Village, Barangay Bel-Air, Makati City. The date and time for opening of bids is 09 August 2024, 10:15AM.
22.1	No further instructions.
25.1	The following processes for the opening and evaluation of bids shall be adopted: a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score

	<p>shall then be opened.</p> <p>b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 27.</p>
25.3	<p>The numerical weight and the minimum required St for each criterion are as follows:</p> <ul style="list-style-type: none"> ☑ Applicable experience of the consultant and members in case of joint ventures, considering both overall experiences of the company (20%) ☑ Proposed Solution, Approach and Methodology and Workplan (50%) ☑ Qualification of Key Personnel (30%) <p>The minimum St required to pass is 80%.</p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 10.2(b).</p>
26.1	<p>The opening of Financial Proposals shall be on 14 August 2024, 10:00AM at the Conference Room, 2/F The SEC Headquarters, 7907 Makati City, Salcedo Village, Barangay Bel-Air, Makati City.</p> <p>Financial Proposals shall be opened in public, and via teleconferencing through the Zoom application.</p>
26.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the</p>

notification date unless otherwise specified in **ITB** Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.

The lowest Financial Proposal (Fl) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:

$$Sf = 100 \square Fl/F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,

Fl is the lowest Financial Proposal, and

F is the Financial Proposal under consideration.

Using the formula $S = St \square T\% + Sf \square F\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; $T + F = 1$) indicated below:

T _____ [*From 0.6 to 0.85*]; and

F _____ [*From 0.15 to 0.4*];

provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.

27.1	The address for negotiations is Conference Room, 2/F The SEC Headquarters, 7907 Makati City, Salcedo Village, Barangay Bel-Air, Makati City and/or via Zoom application.
27.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
28.2	No additional requirement.
31.4.6	No additional requirement.
32.1	No further instructions.
33.2	The effective date of the contract is upon receipt of the Notice to Proceed or as indicated therein.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC, SCC, and other documents listed therein, expressing all the rights and obligations of the parties, should be completed.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) “Consultant” refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
 - (c) “Consulting Services” refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity 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.
 - (d) “Contract” means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
 - (e) “Effective Date” means the date on which this Contract comes into full force and effect.
 - (f) “Foreign Currency” means any currency other than the currency of the Philippines.
 - (g) “Funding Source” means the entity indicated in the SCC.
 - (h) “GCC” means these General Conditions of Contract.
 - (i) “Government” means the Government of the Philippines (GoP).
 - (j) “Local Currency” means the Philippine Peso (Php).
 - (k) “Member,” in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
 - (l) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
 - (m) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s country; “Local Personnel” means such persons who at

the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in GCC Clause 39.

- (n) “Procuring Entity” refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) “Subconsultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of GCC Clause 50.
- (r) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

2. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Consultants and Affiliates Not to Engage in Certain Activities

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SCC.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the SCC, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to GCC Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

13. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 34 hereof.

15. Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered

mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

15.2 Notice shall be deemed to be effective as specified in the SCC.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

16. Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, **Error! Reference source not found.** issued for this project.

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

18. Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by GCC Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.2 Subject to the ceilings specified in GCC Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in GCC Clause 53.4. Said remuneration shall not be subject to price adjustment.

18.3 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

19. Currency of Payment

Unless otherwise specified in the SCC, all payments shall be made in Philippine Pesos.

20. Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

21. Insurance to be Taken Out by the Consultant

21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the SCC have been met.

23. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in GCC Clause 22.

24. Expiration of Contract

Unless sooner terminated pursuant to GCC Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the SCC.

25. Force Majeure

25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.

25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
 - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
 - (c) insufficiency of funds or failure to make any payment required hereunder; or
 - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g.* suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure; and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to GCC Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
- (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event,

termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in ITB Clause 3.1(a);
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by GCC Clauses 35 or 36 hereof.

31. Payment Upon Termination

Upon termination of this Contract pursuant to GCC Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to GCC Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to GCC Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to GCC Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

If either Party disputes whether an event specified in GCC Clause 27.1 or in GCC Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to GCC Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to GCC Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in GCC Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the SCC.

35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

- 35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the SCC.
- 35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

36. Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property

described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the SCC.

39. Personnel

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and

approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to GCC Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the SCC, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the SCC, the Consultant shall be liable for the imposition of damages as described in the SCC.
- 39.6 Any of the Personnel provided as a replacement under GCC Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix

III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.

- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
 - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto; and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

42. Performance Security

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.

- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
 - (b) The Consultant has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

- 43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.
- 43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.
- 43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

44. Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to GCC Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

46. Specifications and Designs

46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. Reports

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.

48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;
- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;

- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
- (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

50. Subcontract

- 50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and

- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in GCC Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

52. Contract Cost

52.1 Except as may be otherwise agreed under GCC Clause 10, payments under this Contract shall not exceed the ceiling specified in the SCC. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

52.2 Unless otherwise specified in the SCC, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.

53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the SCC after the date determined in accordance with GCC Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.

53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the SCC.

53.5 Billings and payments in respect of the Services shall be made as follows:

- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the SCC.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the SCC.

54. Final Payment

54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.

54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in

accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the

contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS in Section III, 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.

The provisions of Section V complement the GCC included in Section IV, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is The Government of the Philippines (GoP)
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	<p>The Member in Charge is</p> <ul style="list-style-type: none"> • Comclark Network Technology Corp. & Fortis Technologies Corp. (Joint Venture) <ul style="list-style-type: none"> - Gelmer Palo, Authorized Representative - Manuel Roxas Ave., Csez Clarkfield AC • Infoshare Management Systems <ul style="list-style-type: none"> - Imelda C. Pangga, CEO - 7465 Sta. Rita Subd., Los Banos, Laguna • Micro-D International, Inc. & Remax International (Joint Venture) <ul style="list-style-type: none"> - Eduardo R. De Gala, Sales Lead - MDi Corporate Center, 39th Street cor. 10th Ave., BGC, Taguig
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity:</p> <p>Chairperson Emilio B. Aquino Head of the Procuring Entity</p> <p>For the Consultant: _____</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: <i>Securities and Exchange Commission</i></p> <p>Attention: <i>Chairperson Emilio B. Aquino</i></p> <p>Address: The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Barangay Bel-Air, Makati City</p>

	<p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p>NOTE: <i>Contact details to be filled out by winning consultant prior to contract signing.</i></p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in case the notice is sent via the consultant's email, the notice shall be considered as received by the consultant on the date and time the email was sent, whether or not the consultant acknowledged the said email. It shall be the consultant's responsibility to check its/his/her email for the purpose</p>
18.3	<p><i>Consultant's Bank Account:</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>NOTE: <i>Details of account to be filled out by winning consultant prior to contract signing.</i></p>
19	No further instructions.
20	No additional provision.
22	None
24	The time period shall be five (5) months upon issuance of the Notice to Proceed or such other time period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity.

38.1(d)	<p>The Consultant's actions requiring the Procuring Entity's prior approval are:</p> <ol style="list-style-type: none"> 1. Change in the plan of approach and methodology 2. Change of joint venture partner, service providers, and third-party providers, if applicable 3. Change of its Key Personnel and/or Support Staff
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is Php170,000,000.00
52.2	No further instructions.
53.2	No additional instructions.
53.4	Contract price shall be inclusive of Remunerations and Reimbursables.
53.5(a)	No advance payment is allowed.
(c)	The interest rate is zero.
55.6	No further instructions.

Section VI. Terms of Reference

1. PROJECT TITLE

Supply, Delivery, Installation, Configuration and Implementation of the Fully Functional Document Management System and Workflow Management System for the Securities and Exchange Commission (SEC)

2. APPROVED BUDGET FOR THE CONTRACT (ABC): Php170,000,000.00

The budget of the project, inclusive of all applicable taxes, covers the acquisition of all hardware, software, and services necessary to implement the Document Management System (DMS) and Workflow Management System (WMS) and all trainings and certifications necessary to build internal capabilities of SEC personnel who will be tasked to manage the systems. It includes all applicable cost for off the shelf hardware and software as well as all fees associated with custom developed software. The budget also includes maintenance and support service fees for one (1) year for both the DMS and WMS that will commence upon full acceptance of each module.

The budget excludes the tools of the trade, hardware (including personal computers and its peripherals, test / development environment and hardware necessary for testing prior to the deployment of each module), software and licenses, everyday supplies and other items which shall be necessary for the Consultant/Contractor and its agents to perform their tasks and fulfill the scope of work specified in this document or as otherwise agreed upon. These shall be for the account of the Consultant/Contractor.

3. BRIEF DESCRIPTION

As a regulatory government agency, the Securities and Exchange Commission (SEC) handles a large volume of documents and must adhere to custom workflows and approval processes in accordance with prevailing rules, regulations, and laws. In this light, an integrated system solution composed of a Document Management System (DMS) and Workflow Management System (WMS) can provide the SEC with a range of benefits and advantages. The DMS will provide the SEC with a secure and centralized repository to store and access information, enabling the Commission to easily retrieve and share documents, while also providing the ability to track and monitor operations performed on documents by authorized users. This allows the SEC to ensure that documents and information are kept secure and up to date, while also streamlining the document retrieval and sharing process for optimal productivity. On the other hand, the Workflow Management System will assist the SEC in automating its custom workflows and approval processes. The system will provide the ability to track the progress of documents and tasks, while also allowing the SEC to create and modify workflows as needed, in accordance with prevailing rules, regulations, and laws. This allows the Commission to ensure it has the capability to quickly adjust to the constantly evolving operating context normally present in a rapidly expanding economy. The architecture of the integrated solution will adhere to the high-level architecture (Appendix D) and the envisioned diagram (Appendix F) defined by the Information and Communications Technology Department. In addition, the integrated solution for the project will be composed of the following modules:

3.1. Document Management System

3.2. Workflow Management System

4. PROJECT OBJECTIVE

The objective of the project is the design, development, implementation, maintenance, and support of a fully functional integrated Document Management System and Workflow Management System in high availability configuration. The project aims to leverage on best of breed technological solutions and innovative leading practices in the field of information technology to aid SEC in the execution of its mandate and the performance of its functions in an efficient manner consistent with its vision and mission as well as aligned with government initiatives such as the Ease of Doing Business and Efficient Government Service Delivery Act of 2018. The project aims to provide the following:

- 4.1. A secure, scalable, and robust enterprise-grade system capable of creating, receiving, forwarding, tracking, managing, and storing documents such as reportorial submissions from regulated entities, incorporation papers, official correspondence and letters, orders and notices, and other documents currently issued and processed by SEC.
- 4.2. An integrated solution inclusive of a Document Management System (DMS) Module and Workflow Management System (WMS) Module that is capable of facilitating the creation and issuance of official documents in accordance with custom SEC workflows and internal approval processes.
- 4.3. A system that has built-in capabilities for ease of integration with other systems through a RESTful API.

5. SCOPE OF WORK

The scope of work includes software development and deployment as well as the provisioning and implementation of off-the-shelf software, hardware, IT infrastructure, network connectivity, security, technical environments, and user access. It also includes the performance of systems integration, data migration, training, and post-deployment support. Relative to scope of work are the project activities as described below.

	PROJECT ACTIVITIES	DESCRIPTION
1	Planning and Analysis	Initiate actual scoping of the project, actual determination of necessary resources and approaches based on the magnitude of requirements, volumetrics and other associated data to be gathered. It covers the planning activities and defining project management strategy coupled with comprehensive analysis of both technical and functional requirements of the project.
2	Design & Usability	Preparation of overall design covering the functional, technical, integration, migration and other significant components of the project.
3	Development	Development of required system modules or facilities to be integrated with the other systems using the development tools platform in WMS and DMS and other tools appropriate and compatible with the other components of the project.
4	Testing and Quality	Conduct of comprehensive end-to-end testing of all project

	Assurance	components and ensure assurance on quality and integrity of project components. Testing to be conducted based on defined methodology and procedures to be applied.
5	Deployment, Implementation and Migration	Delivery and roll-out implementation of project components both for internal and external users. Conduct the required data migration with
6	Support and Training	Conduct of necessary trainings substantial to administer, manage, maintain and support the application systems, IT infrastructure, hardware and software resources and security component of the project. Provisioning layers of post-deployment support both on technical and operational aspect to ensure uptime and high-availability of the systems.
7	Server, Network Infrastructure, Cloud Services other associated components	Identification and provisioning of ICT resources required and other resources significant to the project.

GENERAL WORKS

5.1. The work to be performed entails the development and provisioning of an integrated system of modules with the following capabilities and functionalities:

- 5.1.1. Computer assisted online drafting, issuance, and tracking of notices, memoranda, and other issuances
- 5.1.2. Document management inclusive of capture, storage, indexing, search, retrieval, viewing, printing, distribution/routing, versioning, tracking, classification, annotation, user collaboration, user tagging, metadata tagging, and backup of documents
- 5.1.3. Integration with other systems for sharing and update of information
- 5.1.4. Source data and documents from multiple data sources and heterogeneous systems
- 5.1.5. Restricted and highly secure access to documents and data
- 5.1.6. Generate reports and other forms of outputs
- 5.1.7. Issue timely notifications and alerts to the appropriate users via email, SMS, mobile push notification, and/or user interface
- 5.1.8. Adhere to the internal workflow and approval processes of the SEC as well as all applicable laws, rules, regulations, and policies
- 5.1.9. Workflow management inclusive of workflow pattern flexibility, conditional behavior, dynamic routing, automatic triggers, status indicators, service level agreements, automated escalation, aging/tracking, no-code graphical or visual authoring for workflows, forms builder/designer, and tool for team collaboration and communication on tasks and processes

- 5.2. Train end users, power users, application developers, and system administrators
- 5.3. Perform extract, transform, load and data migration of existing information and documents in various formats and from multiple data sources for purposes of ingesting all relevant and in-scope data
- 5.4. End-user hand-holding for all aspects of system use, maintenance, and administration
- 5.5. Provide all software tools and utilities necessary for systems administration and management purposes.
- 5.6 Development/migration of document retrieval, Computer Assisted Document Receipt with the features such as Data Entry Module, Index Facility Module, Generation of Acknowledgment Receipt (Barcode Page) and Report Generation Facility.
- 5.7 Development/migration of online submission of reportorial requirements including the defined facilities to be integrated into the system.
- 5.8 The project must be implemented to support a hybrid cloud environment in terms of infrastructure development strategy, and other associated system resources. The said environment must provide high-availability, integrated functionalities, and stable operational capability of all its system components and as a whole.

6. PROJECT DURATION AND DELIVERABLES

The project is estimated to be completed within five (5) calendar months upon issuance of Notice to Proceed (NTP) by the SEC after which 1 year of support and maintenance shall commence upon full acceptance of the module. The effort in weeks stated below are only estimates and actual values may vary depending on the composition of the final proposed solution, work strategy, development methodology, and many other factors that may have impact on the timeline. Progress billing and payment shall be made based on the milestone deliverables listed below and subject to SEC’s acceptance and approval:

6.1. Timeline and Milestones

Table 1.1

Document Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
1. Mobilization	a. Inception Report / Detailed Implementation Work Plan inclusive of resources assigned and team composition	1	5

Document Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
2. Setup environment	a. Operational technical environment a.1 Development and testing environments a.2 Servers, networks, storage devices, operating systems, databases, and SSL certificates a.3 Technical procedures a.4 Development & deployment tools, and version control software	1	2.5
3. Systems development, setup/configuration (software development, systems setup, integration & customization)	Functioning modules subject to completion and acceptance of 3.1 to 3.7	8	12
3.1 Gather requirements	a. Signed-off system requirements specification	1	
3.2 Develop functional & technical specifications	a. Functional specifications documentation b. Technical specifications documentation	1	
3.3 Install, configure, customize, provision, integrate	a. Software binaries b. Source codes of any custom developed software c. Configured, customized, and provisioned installation ready and able to integrate	1	

Document Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
	with other systems and applications d. System configuration documentation		
3.4 Prepare test plan	a. Documented test plan	1	
3.5 Prepare test data	a. Test data loaded in development and test environments	1	
3.6 Conduct product test and user acceptance test	a. Signed off test plan and test results by the user	1	
3.7 Migration & preparation of data sources for ingestion	a. Identified and collated data sources stored in a common repository b. Completion and acceptance of Privacy Impact Assessment and any other related documents in accordance with the guidelines set by the National Privacy Commission	2	
4. Prepare production environment	a. Operational technical environment a.1 Installation, configuration and testing environments a.2 Servers, networks, storage devices, operating systems, databases, and SSL certificates	4	12

Document Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
	a.3 Technical procedures a.4 Deployment tools and version control software Production environment installed and tested subject to completion and acceptance of 4.1 to 4.4		
4.1 Load data	a. Data loaded and verified in production environment	1	
4.2 Conduct performance and integration testing	a. Accepted performance and integration test plans and test results	1	
4.3 Setup data backup	a. Automated and manual backup and restore facility fully functional and in place b. Documentation of backup and restore procedures	1	
4.4 Setup disaster recovery	a. Disaster recovery site in place b. Disaster recovery plan accepted c. Data loaded and verified in disaster recovery site environment	1	
5. Train users	a. Training conducted b. Training materials and manuals turned over c. Training evaluation reports accomplished by instructor	1	2.5

Document Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
	and participants d. Soft and hard copies of User and Administrator Guides/Manuals accepted		
6. Cutover to production	a. Approved and accepted cutover plan and schedule b. Production system operational c. Software, hardware, and other I.T. infrastructure and components turnover to SEC d. All source codes of custom developed software turned over to SEC e. Back-up data turned over to SEC	2	5
7. Hand-hold users	a. End-user acceptance b. Evaluation report on the performance of end users by the service provider	1	1.5
8. Provide support and software stabilization and fine tuning	a. Accepted incident management plan b. Incidents appropriately prioritized and resolved c. Operational incident management system d. Optimized and fine tuned modules e. Documented operations, performance tuning, and maintenance procedures	1	1.5

Document Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
9. Operationalize and endorse system for acceptance	a. Signed system acceptance document b. Accepted Change Management Plan c. Installed and configured change management system d. Accepted Patch Management Plan e. Accepted Problem Management Plan	1	5
SUBTOTAL FOR DOCUMENT MANAGEMENT SYSTEM		20	47%
SUBTOTAL FOR MAINTENANCE & SUPPORT OF DMS		48	3%
0.5% of Total Contract Price paid monthly for 12 months that will commence upon full acceptance of the module. Maintenance and Support should be inclusive of preventive, corrective, perfective, and adaptive maintenance.			
TOTAL FOR DMS MODULE			50%

Table 1.2

Workflow Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *

Workflow Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
1. Mobilization	a. Inception Report / Detailed Implementation Work Plan inclusive of resources assigned and team composition	1	5
2. Setup environment	a. Operational technical environment a.1 Development and testing environments a.2 Servers, networks, storage devices, operating systems, databases, and SSL certificates a.3 Technical procedures a.4 Development & deployment tools, and version control software	1	2.5
3. Systems development, setup/configuration (software development, systems setup, integration & customization)	Functioning modules subject to completion and acceptance of 3.1 to 3.7	8	12
3.1 Gather requirements	a. Signed-off system requirements specification	1	
3.2 Develop functional & technical specifications	a. Functional specifications documentation b. Technical specifications documentation	1	

Workflow Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
3.3 Install, configure, customize, provision, integrate	<ul style="list-style-type: none"> a. Software binaries b. Source codes of any custom developed software c. Configured, customized, and provisioned installation ready and able to integrate with other systems and applications d. System configuration documentation 	1	
3.4 Prepare test plan	a. Documented test plan	1	
3.5 Prepare test data	a. Test data loaded in development and test environments	1	
3.6 Conduct product test and user acceptance test	a. Signed off test plan and test results by the user	1	
3.7 Migration & preparation of data sources for ingestion	<ul style="list-style-type: none"> a. Identified and collated data sources stored in a common repository b. Completion and acceptance of Privacy Impact Assessment and any other related documents in accordance with the guidelines set by the National Privacy Commission 	2	

Workflow Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
4. Prepare production environment	a. Operational technical environment a.1 Installation, configuration and testing environments a.2 Servers, networks, storage devices, operating systems, databases, and SSL certificates a.3 Technical procedures a.4 Deployment tools and version control software Production environment installed and tested subject to completion and acceptance of 4.1 to 4.4	4	12
4.1 Load data	a. Data loaded and verified in production environment	1	
4.2 Conduct performance and integration testing	a. Accepted performance and integration test plans and test results	1	
4.3 Setup data backup	a. Automated and manual backup and restore facility fully functional and in place b. Documentation of backup and restore procedures	1	
4.4 Setup disaster recovery	a. Disaster recovery site in place b. Disaster recovery plan accepted	1	

Workflow Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
	c. Data loaded and verified in disaster recovery site environment		
5. Train users	a. Training conducted b. Training materials and manuals turned over c. Training evaluation reports accomplished by instructor and participants d. Soft and hard copies of User and Administrator Guides/Manuals accepted	1	2.5
6. Cutover to production	a. Approved and accepted cutover plan and schedule b. Production system operational c. Software, hardware, and other I.T. infrastructure and components turnover to SEC d. All source codes of custom developed software turned over to SEC e. Back-up data turned over to SEC	2	5
7. Hand-hold users	a. End-user acceptance b. Evaluation report on the performance of end users by the service provider	1	1.5
8. Provide support and software stabilization and fine tuning	a. Accepted incident management plan b. Incidents appropriately	1	1.5

Workflow Management System			
Project Activities & Milestones	Deliverables	Effort in Weeks (Activities may overlap)	Milestone Payment (% of Total Contract Price for the Module) *
	<p>prioritized and resolved</p> <p>c. Operational incident management system</p> <p>d. Optimized and fine-tuned modules</p> <p>e. Documented operations, performance tuning, and maintenance procedures</p>		
9. Operationalize and endorse system for acceptance	<p>a. Signed system acceptance document</p> <p>b. Accepted Change Management Plan</p> <p>c. Installed and configured change management system</p> <p>d. Accepted Patch Management Plan</p> <p>e. Accepted Problem Management Plan</p>	1	5
SUBTOTAL FOR WORKFLOW MANAGEMENT SYSTEM		20	47%
SUBTOTAL FOR MAINTENANCE & SUPPORT OF WMS		48	3%
0.5% of Total Contract Price paid monthly for 12 months that will commence upon full acceptance of the module. Maintenance and Support should be inclusive of preventive, corrective, perfective, and adaptive maintenance.			
TOTAL FOR WMS MODULE			50%

6.2. SCHEDULE

To ensure minimal impact on operations, implementation should be guided by the following:

- 6.2.1. Acceptance and transition to live production should be conducted without interrupting normal conduct of day to day operations
- 6.2.2. There should be ample time in between go-live dates of the different systems so timing should be harmonized with the schedule of other on-going projects
- 6.2.3. The order of implementation of the different modules should take into consideration dependencies to ensure the resulting systems are fully functional and can be properly tested prior to go-live date.

Figure 2 - Schedule

Note: Project starts upon issuance of Notice to Proceed.

7. CONSULTANT/CONTRACTOR MANDATORY REQUIREMENTS

7.1. The service provider shall:

- 7.1.1. Pass and comply with the eligibility criteria and requirements
- 7.1.2. Be in the business of:
 - a. Systems Integration/Systems Development for at least five (5) years
- 7.1.3. Completed similar projects (i.e. systems integration, systems development, systems installation/configuration/implementation)
- 7.1.4. Successfully completed at least one (1) project for each service type offering
- 7.1.5. Use software development platforms that are open, hardware agnostic, and have been used in the market for the past five (5) years.
- 7.1.6. Be able to present the proposed solution using SEC’s sample data to demonstrate the capabilities of the system
- 7.1.7. Use and provide access to SEC counterparts a computer-based project management toolset that includes capabilities to track, control, and manage the different versions of documentation for purposes of project monitoring and change control management

7.2. The Consultant/Contractor may form a joint venture or consortium with other companies for this project. In this respect, all parties shall be held jointly and severally liable and accountable to SEC.

8. WARRANTY/GUARANTEE

8.1. The service provider should ensure the following warranty requirements are satisfied:

- 8.1.1. Custom developed software and 3rd party software: one (1) year warranty upon full acceptance per module. For software utilized by multiple modules, warranty begins upon full acceptance of the first module that utilizes the software. The project includes the following modules:
 - 8.1.1.1. Document Management System
 - 8.1.1.2. Workflow Management System
- 8.1.2. Hardware (parts and services)
 - 8.1.2.1. For hardware specific to a module: three (3) year warranty upon full acceptance of the module

8.1.2.2. For hardware utilized by multiple modules: three (3) year warranty upon full acceptance of the first module that utilizes the hardware

8.1.2.3. Supply of Spare Parts – availability of parts should be within twenty-four (24) hours

8.1.2.4. Response Time – within two (2) hours from receipt of notice and spare parts should be ready if necessary

8.1.2.5. Provisioning of Service Unit – if problem is not resolved within twenty-four (24) hours, a service unit similar to what was delivered to SEC shall be provided

8.1.2.6. The Consultant/Contractor shall shoulder all expenses of the technical person(s) who will be providing the technical services on-site

9. TRAINING

The table below indicates the minimum number of SEC personnel that will undergo the training program for each module of this project. Foreign or local training must be performed at a time and venue approved by SEC and conducted by accredited training organizations and institutions.

Table 2

Type of Training	No. of Participants	Est. Hours
End-user Training <ul style="list-style-type: none"> Basic use and navigation 	<p style="text-align: center;">52</p> <p>(2 per dept + 2 per EO + 2 each for OCS/OGA/OGC + 2 each for Office of Comms. & Chair)</p>	16
Power User Training <ul style="list-style-type: none"> Complex features & functionality Any delegated provisioning Creation & management of new forms and reports Creation & management of basic settings, values, types, and other list of values 	<p style="text-align: center;">10</p> <p>(4 from ICTD-SOD + 2 each from ICTD-CSSD/ISDMD/ERMD)</p>	16
Application Development (for modules with custom development) <ul style="list-style-type: none"> Source code walk-through and turnover Programming language training specific to topics relevant to implemented system 	<p style="text-align: center;">4</p> <p>(from ISDMD of ICTD with minimum of 2 per module)</p>	40
System Administration (comprehensive training in authorized / certified / accredited training institutions in addition to topics specific to implemented system) <ul style="list-style-type: none"> Installation Monitoring 	<p style="text-align: center;">4</p> <p>(from SOD of ICTD)</p>	40

<ul style="list-style-type: none"> • Provisioning • Integration • Performance Tuning & Hardening • Extract, Transform, and Load • Basic & Advanced Database Administration (if applicable) • Access Management • Troubleshooting • Other topics essential to managing the delivered system 		
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10. MANPOWER REQUIREMENTS

The proposed project team must be composed of experts and specialists. The minimum composition, qualifications, and required relevant experience of the project team are indicated in the table below. Graduate degrees and professional certifications held by project members will be considered an advantage. The Consultant/Contractor may add more positions depending on the specifications of the proposed solution. The personnel per position to be assigned will be based on the number as specified below (Table 3) and the Consultant/Contractor may add personnel depending on the work strategy, development methodology, nature and composition of the final proposed solution, and other valid considerations that impact human resource allocation. No deduction of personnel as specified in Table 3. Each team member must submit a notarized Curriculum Vitae signed under oath.

In case of substitution of assigned personnel, the credentials must be equal or better for evaluation and approval by the SEC.

Table 3

Position / Title	Roles & Responsibilities	Number	Minimum Qualifications
Project Manager	Manage the overall project and lead the team	1	a. Bachelor's or Master's Degree in the relevant field b. At least 5 years experience in project management as Lead or Deputy c. At least one (1) credential or certification related to project management d. At least 40 hours of relevant project management formal training
Technical	Lead and manage the entire technical team in project	1	a. Bachelor's or Master's Degree in the

Manager	implementation		<p>relevant field</p> <p>b. At least 5 years experience in technical management as Lead or Deputy</p> <p>c. At least 40 hours of relevant formal training</p>
Technical Architect	Translate the business requirements to overall architectural, functional, and technical design and help oversee development and implementation to ensure adherence to the design	1	<p>a. Bachelor's or Master's degree in related field</p> <p>b. At least 5 years experience in technical architecture as Lead or Deputy</p> <p>c. At least 40 hours of relevant training</p>
UI/UX Designer (if solution provides customized UI/UX)	Design the user experience and user interface elements based on user specified requirements	1	<p>a. Bachelor's degree in related field</p> <p>b. At least 3 years experience in UI/UX design</p> <p>c. At least 40 hours of relevant UI/UX design training</p>
Business Analyst	Perform information gathering and elicitation and finalize specification of business and functional requirements including technical documentation activities imperative to the project.	2	<p>a. Bachelor's degree in related field</p> <p>b. At least 3 years experience in business process analysis or systems analysis</p> <p>c. At least 40 hours of relevant business or systems analysis training</p>
Quality Assurance Engineer	Create comprehensive, detailed, and well structured test plans and lead all manual and automated testing activities	1	<p>a. Bachelor's degree in related field</p> <p>b. At least 3 years experience in quality assurance or systems testing as Lead or</p>

			<p>Deputy</p> <p>c. At least 40 hours of relevant training in quality assurance or systems testing</p>
Systems Engineer / Systems Administrator	Install, configure, and manage the systems infrastructure	2 (1 per module)	<p>a. Bachelor's degree in the relevant field</p> <p>b. At least 3 years experience in systems administration / systems engineering</p> <p>c. At least one (1) credential or certification related to systems administration / systems engineering</p> <p>d. At least 40 hours of relevant systems administration / systems engineering formal training</p>
Network Engineer / Network Administrator	Install, configure, and manage the network infrastructure	1	<p>a. Bachelor's degree in the relevant field</p> <p>b. At least 3 years experience in network administration / network engineering</p> <p>c. At least one (1) credential or certification related to network administration / network engineering</p> <p>d. At least 40 hours of relevant network administration / network engineering formal training</p>
Database Administrator	Install, configure, and manage the databases and lead ETL, migration, and ingestion activities	1	<p>a. Bachelor's degree in the relevant field</p> <p>b. At least 3 years experience in database</p>

			<p>administration</p> <p>c. At least one (1) credential or certification related to database administration</p> <p>d. At least 40 hours of relevant database administration formal training</p>
Team Lead / Senior Software Developer	Perform software development and lead a development team for a module	2 (1 per module)	<p>a. Bachelor's degree in the relevant field</p> <p>b. At least 5 years experience in software development</p> <p>c. At least one (1) credential or certification related to software development</p> <p>d. At least 40 hours of relevant software development formal training</p>
Software Developer	Perform software development	2 (1 per module)	<p>a. Bachelor's degree in the relevant field</p> <p>b. At least 3 years experience in software development</p> <p>c. At least one (1) credential or certification related to software development</p> <p>d. At least 40 hours of relevant software development formal training</p>

11. SUMMARY OF REQUIRED FEATURES AND FUNCTIONALITIES PER MODULE

Figure 3 - Operating Context

11.1. Basic Functionalities Common to All Modules

11.1.1. Support for RESTful API Integration with applications and other systems including, but not limited to:

11.1.1.1. Electronic Filing and Submission Tool (eFAST)

11.1.1.2. Electronic Workbench and Analytics Tracking Computing Hub (eWATCH)

11.1.1.3. Electronic Simplified Processing of Application for Registration (eSPARC)

11.1.1.4. Company Registration Encoding System (CORES)

11.1.2. Security features inclusive of authentication and authorization

11.1.3. Administration

11.1.4. Report generation including analytics

11.1.5. Audit (including all actions/operations performed by users)

11.1.6. Provision of Cloud Hosting Facility as support for hybrid cloud computing environment inclusive of on-premise main production installation with cloud backup failover system.

11.1.7. High Availability Configuration

11.1.8. Scalable

11.1.9. Granular access control management inclusive of support for integration with Identity and Access Management systems, directory servers, and other lightweight directory access protocol-based servers

11.1.10 Support for encryption of data in transit and data at rest

11.1.11. Support end-user access to the system through desktop Windows and Mac operating systems and preferably also via Android and iOS devices

11.2. Document Management System

The system will provide a means to create, receive, forward, track, associate, manage and store documents such as reportorial submissions, incorporation documents (registration, amendments and other company related registration documents), official correspondence and letters, orders and notices, and other documents currently issued and handled by SEC. It will be capable of keeping a record of the various versions created and modified by different users. The system will include the following functionalities:

11.2.1. Capture and storage

11.2.2. Indexing

11.2.3. Search and retrieval including, but not limited to the following:

11.2.3.1. Allow keyword and full-text search to be performed on filenames, file contents, and document metadata

11.2.3.2. Support exact, partial, and approximate string matching

11.2.3.3. Preferably include complex expression support such as NOT, AND, OR, and wildcards

11.2.3.4. By default, sort search results by relevance but also support other common sorting algorithms

- 11.2.4. Distribution (rule based dynamic routing)
- 11.2.5. Document and records management
- 11.2.6. Versioning
- 11.2.7. Track and monitor user activities performed on documents including, but not limited to, date and time received as well as date and time released
- 11.2.8. Preferably with support for forms
- 11.2.9. Secure remote access over an encrypted network
- 11.2.10. Preferably with support for automated processing of email messages as input
- 11.2.11. Allow addition of custom templates, document types (show cause order, report, etc.) and status types (draft, for review, for signature, etc.)
- 11.2.12. Support for setting custom meta data associated with documents
- 11.2.13. Support for custom categories, classification, and other logical groupings
- 11.2.14. Automated and manual backup and restore tool
- 11.2.15. Integration with popular and commonly available document editing software
- 11.2.16. Support document signing through cryptographic digital signatures as well as wet signature images or e-signatures
- 11.2.17. Management of files, folders, and other forms of logical grouping of documents
- 11.2.18. Creation of custom automated and manual routes for drafting, approval, and issuance of documents
- 11.2.19. Setting and management of document metadata
- 11.2.20. Support keyword and full-text search to be performed on filenames, file contents, and document metadata
- 11.2.21. Tracking and monitoring of the progress and status of documents
- 11.2.22. Support addition of custom status types (e.g. first draft, for review, for signature, etc.)
- 11.2.23. Allow for the ingestion of scanned images and soft copies of documents as well as provide a means to add, associate, group, organize, and classify ingested documents
- 11.2.24. Support the capability to create, draft, store, route, and manage files such as official documents, notices, and other types of documents typically handled by the Commission
- 11.2.25. Support storage of files from eFAST, eWATCH, eSPARC, CORES, and the Online Document Retrieval System or ODRS (refer to Appendix B for list of reportorial and other documentary requirements), as well as other systems, as currently or may be required by the Commission
- 11.2.26. Prevent any potential issues arising from concurrent access to files or documents by users or other systems and provision for conflict handling and resolution. Preferably with support for document forking and upstream / downstream file associations.
- 11.2.27. Support granular access control for operations performed on documents such as view, edit, delete, save, and print
- 11.2.28. Support template based optical character recognition
- 11.2.29. Preferably support automated ingestion via watched or predefined folders
- 11.2.30. Support document retrieval, Computer Assisted Document Receipt with the features such as Data Entry Module, Index Facility Module, Generation of Acknowledgment Receipt (Barcode Page) and Report Generation Facility.

11.2.31. Optional support for the Inter Planetary File System (IPFS) protocols in document retrieval and transfer among systems and between systems and end users will be highly considered.

11.3. Workflow Management System

This system will help streamline routine SEC processes for optimal efficiency by providing a means to setup a sequential path of tasks for the data and documents to follow until fully processed. It will adhere to predefined rules, policies, and approval processes set by SEC's designated admin user. The system will include the following core functionalities:

- 11.3.1. Workflow pattern flexibility including, but not limited to, support for common patterns such as sequential, parallel, looping, and conditional patterns
- 11.3.2. Conditional behavior and dynamic routing in accordance with SEC custom internal workflows and approval processes
- 11.3.3. Automatic triggers
- 11.3.4. Status indicators
- 11.3.5. Support for defining Service Level Agreements (SLA) with due dates and sending of automated customizable notifications and reminders through multiple channels (email, mobile, etc.)
- 11.3.6. Preferably with support for automated escalation based on SLA
- 11.3.7. Role based accessibility
- 11.3.8. Support for user re-assignment (for internal staff movement and transfers between units)
- 11.3.9. No-code graphical or visual authoring and management tool for workflows
- 11.3.10. Forms Designer/Builder with automated calculations, validations, and dynamic routing
- 11.3.11. Preferably with built-in tool for team communications that facilitate commenting on tasks and processes, asking and answering questions, mentioning or tagging co-workers, and attaching files, documents, and images
- 11.3.12. Capability to track and monitor the progress and status of workflows, tasks, and items
- 11.3.13. Enable addition of custom status types including, but not limited to, the following:

- 11.3.13.1. PETITION ASSESSMENT
- 11.3.13.2. PETITION REJECTED
- 11.3.13.3. PAF ISSUANCE
- 11.3.13.4. PAF VALIDATION
- 11.3.13.5. PETITION ACCEPTED - DOCKETING OF CASE
- 11.3.13.6. RAFFLING OF CASE TO HANDLING LAWYER
- 11.3.13.7. NOTATION
- 11.3.13.8. EVALUATION
- 11.3.13.9. DRAFT OF ORDER
- 11.3.13.10. REVIEW OF ORDER
- 11.3.13.11. FINAL DRAFT – ORDER
- 11.3.13.12. ORDER RELEASE
- 11.3.13.13. DRAFT – RESOLUTION/DECISION
- 11.3.13.14. REVIEW OF DRAFT RESOLUTION/DECISION

- 11.3.13.15. CLEARANCE FROM THE EN BANC
- 11.3.13.16. FINAL DRAFT RESOLUTION/DECISION
- 11.3.13.16. RESOLUTION/DECISION RELEASE
- 11.3.14. Support addition of more status types in the future
- 11.3.15. Include support for the following types of case/opinion termination and provision for capability to add more types in the future:
 - 11.3.15.1. DECISION
 - 11.3.15.2. ORDER
 - 11.3.15.3. REMANDED
 - 11.3.15.4. RESOLUTION
 - 11.3.15.5. MINUTE RESOLUTION
 - 11.3.15.6. OGC OPINION
- 11.3.16. Track and monitor workflow related activities including, but not limited to, recording the date and time received as well as the date and time released

11.4. ADDITIONAL CUSTOM FUNCTIONALITIES

The following custom functionalities shall be supported through the use of built-in features of the DMS and WMS, development of custom applications and scripts, or a combination of those two:

11.4.1. Retrieval Functionalities:

- 11.4.1.1. Allow searching, viewing, and printing of documents pertaining to specific regulated entities as well as non-company related documents by SEC personnel
- 11.4.1.2. Allow search to be performed by specifying the following:
 - 11.4.1.2.1. Company Name
 - 11.4.1.2.2. SEC Registration Number
 - 11.4.1.2.3. Industry Classification
 - 11.4.1.2.4. Batch Control Sheet
 - 11.4.1.2.5. Document ID
 - 11.4.1.2.6. Owner
 - 11.4.1.2.7. Department
 - 11.4.1.2.8. Division
 - 11.4.1.2.9. Unit
 - 11.4.1.2.10. Metadata
 - 11.4.1.2.11. Tags
 - 11.4.1.2.12. Annotation
- 11.4.1.3. Display search results with the following details for each item on the list:
 - 11.4.1.3.1. Company Name
 - 11.4.1.3.2. SEC Registration Number
 - 11.4.1.3.3. Industry Classification
 - 11.4.1.3.4. Business Type
 - 11.4.1.3.5. Company Status
 - 11.4.1.3.6. CD Number and Blip Number
- 11.4.1.4. Enable drill down navigation to a specific company and provide a means to view information and documents pertaining to that company
- 11.4.1.5. Allow documents of a specific company to be searched by specifying the following:

- 11.4.1.5.1. Registration Type
- 11.4.1.5.2. Report Document Type
- 11.4.1.5.3. Miscellaneous Type
- 11.4.1.5.4. Period Covered
- 11.4.1.6. Prevent display of confidential and sensitive information and adhere to data privacy laws
- 11.4.1.7. Support document view manipulation such as zoom in and out, rotate left and right, and flip horizontal and vertical

11.4.2. Submission Functionalities

- 11.4.2.1. Allow submission of the following custom document types:
 - 11.4.2.1.1. Normal Reports - documents from companies with existing company profile in SEC database
 - 11.4.2.1.2. Exceptional Reports - documents from companies without existing company profile in SEC database
 - 11.4.2.1.3. Non-company Related Documents – documents internal to SEC
 - 11.4.2.1.4. Other additional document types that may be specified in the future
- 11.4.2.2. For Normal and Exceptional Reports, allow entry of data associated with each submission including, but not limited to, the following:
 - 11.4.2.2.1. Source of document including specific branch if an Extension Office
 - 11.4.2.2.2. Type of document or report
 - 11.4.2.2.3. Period Covered
 - 11.4.2.2.4. Date and Time Received
 - 11.4.2.2.5. Additional remarks
- 11.4.2.3. For Non-company Related Documents, allow entry of data associated with each submission including, but not limited to, the following:
 - 11.4.2.3.1. Sender's name
 - 11.4.2.3.2. Sender's contact information
 - 11.4.2.3.3. Addressee's Name (can be multiple)
 - 11.4.2.3.4. Addressee's Department (can be multiple)
 - 11.4.2.3.5. Addressee's Address (can be multiple)
 - 11.4.2.3.6. Subject
 - 11.4.2.3.7. Document Type
 - 11.4.2.3.8. Confidential flag when applicable
- 11.4.2.4. Enable batch processing of documents to help manage the transport and storage of physical hard copies including a function for printing and reprinting of batch control sheets and QR code pages (refer to Appendix E for sample of the old barcode page that should now instead be a QR code page)
- 11.4.2.5. To enable the quick and timely processing of incoming documents, provide the option of undertaking a three-step process for data ingestion comprised of the following:
 - Step 1: Index document upon receipt (commonly performed by the Central Receiving Unit of ERMD)
 - Step 2: Scan and digitize document at a later time (commonly performed by the Micrographics Unit of ERMD)
 - Step 3: Perform automated backend batched conversion of unstructured data from step 2 via OCR to searchable text or attribute-

value pairs with corresponding metadata whenever possible, including use of OCR template or zone-based parsing if applicable

11.4.2.5. Update appropriate tracking information in the system to enable proper monitoring of the submission of reportorial requirements including date and time received as well as type/sub-type of report (refer to Appendix B for list of reportorial requirements and Appendix C for monitoring process details)

11.4.3 Association / Assignment of Documents

11.4.3.1 Allow documents to be associated with the correct Company Profile

11.4.4. Migration Functionalities

11.4.4.1. Allow upload of historical as well as day forward records together with all corresponding documents

11.4.4.2. Allow download of records by specifying the relevant Document ID or a list of Document IDs

12. SUMMARY OF GENERAL REQUIREMENTS, FEATURES, FUNCTIONALITIES, & SERVICES

12.1. User Interface / User Experience

12.1.1. Adhere to Responsive Web Design

12.1.2. Screen load time:

12.1.2.1. For normal operations: 2 secs. or less

12.1.2.2. For complex operations/queries/computations: 5 secs. or less

12.1.3. Provide access to tooltips when appropriate

12.1.4. Enable keyboard shortcuts when applicable especially for UI elements and screens heavily utilized by frontline SEC personnel

12.1.5. Adhere to SEC specified color scheme and palette

12.1.6. Comply with guidelines pertaining to proper use of SEC logo and trademarks

12.2. Scalability

12.2.1. Capable of scaling both vertically and horizontally with minimal configuration and downtime

12.3. Security

12.3.1. Granular user access control based on roles

12.3.2. Authenticate and grant secure access to appropriate UI Views and components based on Identity and Access Management System settings

12.3.3. Perform session and token management to reduce risk of unauthorized access

12.3.4. Utilize *Completely Automated Public Turing* test to tell *Computers and Humans Apart* (CAPTCHA) for public facing user interfaces

- 12.3.5. Encrypt data transmitted over the network and provision for encryption of data at rest
- 12.3.6. Support multi-factor authentication
- 12.3.7. Comply with all applicable policies, rules, guidelines and laws including the Data Privacy Act of 2012
- 12.3.8. Prevent display of confidential and sensitive information and provide a means to perform redaction when applicable
- 12.3.9. Maintain full audit trail of users and their corresponding activities
- 12.3.10. Implement password policies that adhere to best practices in terms of length, character composition, case, expiration, and prevent re-use of recently used old passwords
- 12.3.11. Provision support for the following types of password assignment:
 - 12.3.11.1. Automated system generated random password
 - 12.3.11.2. Manually assigned password by admin
 - 12.3.11.3. Password manually set by user
- 12.3.12. Prevent multiple simultaneous logins by the same user ID / username
- 12.3.13. Provision for the following methods of creating user accounts:
 - 12.3.13.1. Self-registration
 - 12.3.13.2. Created by Admin
- 12.3.14. Provision SSL/TLS certificates to enable secure network communications

12.4. Extensibility

- 12.4.1. Employ programming best practices in the development of all custom software to allow for ease of adding and expanding capabilities in the future
- 12.4.2. Provide a means for users to maintain, update, and manage preset values for codes, types, status types, and other dynamic content to the extent practicable

12.5. File Upload

- 12.5.1. Perform validation of uploaded files based on predefined guidelines and standards set by SEC
- 12.5.2. Provision for anti-virus scanning of uploaded files
- 12.5.3. Prevent accidental and unintentional multiple uploads of the same file

12.6. Database

- 12.6.1. Licenses should be sufficient to cover High Availability setups as well as take into consideration the volume of data, transactions and users

12.6.2. Support all features required to be compliant with data privacy laws, rules, and regulations

12.6.3. Easy to scale up and out with minimal downtime

12.6.4. Capable of replication across geographically separated systems

12.6.5. Easy backup and restoration procedures

12.7. Service Availability

12.7.1. Service up-time of 99.95% for all critical systems

12.7.2. Aside from the Main SEC Office, secure access to systems will also be provided to Extension and Satellite Offices that are geographically dispersed (refer to Appendix A for list of satellite and extension offices)

12.7.3. Implement high availability clustering with load balance (Active-Active configuration for high traffic mission critical systems) and fail-over (Active-Passive configuration between Main Production and Failover Backup Site)

12.7.4. Provision for a Disaster Recovery Site and create a corresponding Disaster Recovery Plan subject to the approval of the SEC

12.7.5. Adhere to a Recovery Time Objective (RTO) of one week and a Recovery Point Objective (RPO) of one week

12.7.6. Provide redundant network connectivity

12.7.7. Provide a facility for performing monthly (full) and weekly (incremental) backups. Backups can be pre-scheduled and executed automatically during off peak hours from 12 a.m. to 4 a.m. or initiated immediately upon manual execution by an authorized admin user.

12.7.8. Provision for development, test, staging, and production environments to ensure live services are not adversely affected by development, maintenance, and support activities

12.7.9. Implement fault tolerant systems, software, and hardware

12.7.10. Define, formulate, provision, and provide alternative purely manual and computer assisted processes and procedures in case of electrical outage, system breakdown, or any other potential causes of system downtime

12.7.11. The Commission implements a Hybrid Cloud network architecture where, for the requirements of this project, the primary data storage and application systems should be within SEC premises and application systems for load balancing or redundancy can be implemented on cloud computing systems that can serve as primary interfaces to the transacting public and to SEC staff. Cloud storage may also be used as data and/or application backup sites. The on-premise data storage and application systems will serve as alternative/business continuity measures when cloud-based application systems are unavailable.

12.8. Licensing

12.8.1. For third party services and pre-built off-the-shelf software: Three (3) year contract with option to extend

12.8.2. For custom built and developed software: All source codes, scripts, libraries, and related assets will be turned over to SEC and will become the property of SEC

12.9. Integration

12.9.1. Support a level of integration with other SEC Systems that will allow for sharing of information and help prevent conflicts, unnecessary duplication of data and functionality, and inefficient double data entry

12.9.2. Enable integration with existing and future systems via RESTful Application Programming Interfaces

12.9.3. As much as possible, favor utilizing any data already available in existing SEC systems

12.9.4. Support integration with other systems via Enterprise Service Bus to avoid direct point-to-point connectivity between the different systems and applications

12.10. Maintenance and Support

12.10.1. Maintenance and support services for each module of the integrated solution will commence immediately upon successful deployment to the production environment and acceptance of each module. Full acceptance of the entire project is not required for maintenance and support services to commence for each module. The integrated solution will be composed of the following modules:

12.10.1.1. Document Management System

12.10.1.2. Workflow Management System

12.10.2. 24x7 levels 1, 2, and 3 support for cloud-based systems

12.10.3. 8x5 levels 1, 2, and 3 support for on-premise systems

12.10.4. Provide a ticketing system with priority levels and corresponding response and resolution times based on severity levels. Severity levels will be dependent on the degree to which service delivery is affected

12.10.5. Monitor, propose, and apply critical system patches upon the approval of SEC

12.10.6. Provide technical assistance in capacity and performance management

12.11. Hardware

12.11.1. The Consultant/Contractor is expected to propose and provide all necessary hardware to implement the proposed solution for the project

12.11.2. Proposed hardware should include all new additional units required to implement the proposed solution for the project as well as any required replacement units for existing hardware and systems relevant and necessary to deliver a fully functional integrated solution

12.11.3. All hardware supplied should meet the minimum standards of uptime and service availability required by SEC

12.11.4. There should be ample storage space for ingesting all relevant in-scope data plus additional storage capacity to cover 3 years of operations in a production environment

12.11.5. To the extent practicable given the operating context, allocated budget, and the mission critical nature of the integrated solution, favor redundancy to ensure business continuity and the least possible amount of system down time

12.11.6. Hardware supplied should be fault tolerant and support high availability configuration

12.12 CLOUD-HOSTING SECURITY REQUIREMENTS

The CONTRACTOR must comply with the following security requirements:

12.12.1 A security solution that will address unauthorized network intrusions (intrusion detection) and can identify and analyze internal and external threats (vulnerability assessment);

12.12.2 Provision of highest-level, commercially available encryption of data (database and storage) in transit and at rest

12.12.3 Provision of baseline encryption of AES (256 bits and higher), or its equivalent

12.12.4 Provision of logical security audit on data access, including logs and audit trails

12.12.5 Provide proof of compliance thru a self-certification letter or/and provide link to audit/assessment report by a third-party consulting firm for the following baseline and optional standards/certifications:

- a. ISO/IEC 27001 certification (baseline)
- b. ISO 9001 certification (baseline)

12.12.6 Provide other security systems such as, but not limited to the ff:

- a. Intrusion detection and prevention systems (IDPS)
- b. Distributed Denial-of-Service (DDOS) protection
- c. Web Application Firewall (WAF)

12.13 OTHER REQUIREMENTS (GREEN COMPLIANCE)

12.13.1 The manufacturer or bidder must have effective waste management policies and procedures and/or a waste management program.

12.14. Reports

NAME	DESCRIPTION	POSSIBLE FILTERS
Document Management System		
12.14.1. List	List of all documents	User, User Group, Department,

of Documents		Division, Unit, Period, Custom Classification or Logical Grouping, Meta Data of Document, Document Type, Status, Filename, File Format, Other File Attributes
12.14.2. List of Users	List of all users	User, User Group, Department, Division, Unit, Period
12.14.3. Utilization	Information related to system utilization such as storage space, number of users, number of documents/files in the system, errors encountered, and other metrics and information commonly tracked for monitoring system health and status	Custom defined date and time period or as of current date and time
12.14.4. Document Activity Report	List of all actions/operations performed for a specific document	Filename, System Generated Document Identifier
12.14.5. Submission Volume Transaction Report	Submission volume received per type including Form Code, Form Name and count	Receipt Date, Receiving Officer, Form Type, Department
12.14.6. Retrieval Report	Retrieval volume of activity done and count including Documents Viewed, Pages Viewed, Documents Printed, Pages Printed	Receipt Date, Receiving Officer
12.14.7. Audit	List of all user activities performed with corresponding timestamps	Type of Activity/Operation, User, User Group, Department, Division, Unit, Period
Workflow Management System		
12.14.8. Workflow Status Report	List of workflows based on various filters	Status, User, User Group, Department, Division, Unit, Period
12.14.9. List of Users	List of all users	User, User Group, Department, Division, Unit, Period
12.14.9. Audit	List of all user activities performed with corresponding timestamps	User, User Group, Department, Division, Unit, Period

12.14.10. For reports that include lists, provide support for all common sorting algorithms

12.14.11. The table above does not include any ad hoc reports and printed output that can be generated in the course of navigating, managing, and filtering lists stored in the system

12.14.12. Preferably include a report builder system or tool for ease of adding more reports in the future

12.14.13. Preferably include support for aggregation, summation, totals, and sub-totals when applicable

12.14.14. Modules should be capable of generating reports commonly generated by systems of the same type currently available in the market

12.15. Historical Records

12.15.1. Include all in-scope data and documents that are readily available in digital format

12.15.2. For in-scope data and documents not yet readily available in digital format, process and include data and documents covering one year of data inclusive of months that have already elapsed in the current calendar year

12.15.3. Provide a means to add more historical records, data, and documents to the system in the future without requiring modifications to the application code

12.16. Project Management

12.16.1. The project will adhere to the Agile approach to project management and software/systems development

12.16.2. A change management process should be defined by the Consultant/Contractor at bidding time to provide for cases where requirements analyses lead to substantial deviations from the reference specifications. This should include details pertaining to change requests that require payment and those that do not. All changes must be approved by SEC.

12.16.3. The Consultant/Contractor shall assign a Project Manager who will report weekly, or more frequently if requested by SEC, to the SEC Project Team on the progress of the project deliverables

12.16.4. The Consultant's/Contractor's Project Manager will serve as both liaison and coordinator for the project

12.16.5. The Consultant's/Contractor's Project Manager shall ensure that all project deliverables and milestones are met based on targets and accomplished in a timely manner.

12.16.6. The Consultant/Contractor must provide a realistic work breakdown structure and Gantt chart with the goal of meeting the agreed upon timelines. Resources associated with each task must be indicated. Updates of this schedule must be provided together with the weekly status report.

12.16.7. An initial activity breakdown must be provided at bidding time. This should include as much detail as necessary to demonstrate sound planning as well as capacity

to achieve successful delivery. It is understood that this breakdown may change at project initiation after further requirements analysis is conducted.

12.16.8. A bug fix is defined as a patch addressing a quality issue in the software. A change request is defined as a change in the features/functionalities of the Software that was not initially included in the scope. In case of disagreement over the nature of a request as being either a bug fix or a change request, SEC is the final decision maker on whether it is a change request or a bug fix. The Consultant/Contractor shall fix any bug without any cost to SEC, impediments to the rest of the project, or any pre-conditions.

13. VOLUMETRICS

The volumetrics information provided in the following tables are merely estimates computed at the time of writing of this document. Considering the high likelihood of change occurring in terms of the number of potential users and volume of data prior to actual project implementation, the winning Consultant/Contractor is required to conduct a more thorough study to ensure the proper sizing and configuration of the final proposed system.

13.1. Main Data Sources

Table 4 Online Document Retrieval System

As of April 17, 2023	Corp. Related Docs	Exceptional Docs	Non-corp. Related Docs	Total
Number of Records	11,088,287	30,338	23,990	11,142,615

	Image Data Size	Data File Size
Size	25.43TB	4.9 GB

	2021	2022
Records Uploaded	896,853	722,752

Table 4.1 Electronic Simplified Processing of Application for Registration of Company

ESPARC	FILE COUNT	AVE. FILE SIZE	NO. FILES PER ANNUM		
			2021	2022	2023
APPLICATION FILES	54,866	548Kb	17,835	23,504	13,527
SIGNED DOCUMENTS	76,987	1.3Mb		51,893	25,094
PROOF OF PAYMENTS	5,446	740Kb	594	2,753	2,099

Table 4.2 Company Registration Encoding System

CORES	FILE	AVE. FILE	NO. FILES PER ANNUM
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	COUNT	SIZE	2020	2021	2022	2023
DIGITAL CERTIFICATES	48,886	212Kb	198	2,120	30,249	16,319

Table 4.3 Electronic Filing and Submission Tool (Submissions of Documentary Requirements)

Documentary Requirement	File Count	Size (MB)	Average Per File (KB)
Appointment of Officers	1,801	600	333
General Information Sheet	340,887	866,662	2,542
Special Form for Financial Statements	368	383	1,042
Sworn Statement for Foundations	712	1,282	1,800
Annual Financial Statement	108,938	677,310	6,217
Special Form for Financial Statements of Investment Companies and Publicly Held Companies	32	7	204
General Form for Financial Statements	15,927	6,962	437
Special Form of Financial Statements for Financing Companies	394	304	772
Special Form for Financial Statements of Broker Dealer	29	6	192
Special Form for Financial Statements of Investment Houses and Underwriters of Securities	7	2	332
Special Form of Financial Statements for Lending Companies	1,266	625	493
Special Form of Interim Financial Statements for Lending Companies	3,777	2,501	662
Special Form of Interim Financial Statements for Financing Companies	1,342	1,434	1,069

Table 4.4 i-View

Format	Current Size	Estimated Growth in Size Per Year (MB)
Oracle 9i	3 GB (estimated)	2,000
Doc images Multi-TIFF	15 TB	

13.2. Users

Table 5

Module	Est. Total	Est. Concurrent	Est. Growth Per Annum
Document Management System	1,500	1,000	20%
Workflow Management System	1,500	1,000	20%

13.3. Electronic and Filing and Submission Tool (eFAST) Registrants & Userbase

Offices	Activated	Archived	Declined	On-Hold	Pending	Verified	Total
Bacolod E.O.	369	2	397	448	102	4,976	6,294
Baguio E.O.	799	7	393	482	190	2,641	4,512
Cagayan De Oro E.O.	560	5	337	568	162	3,001	4,633
Cebu E.O.	772	26	1,612	1,438	202	13,108	17,158
Davao E.O.	989	11	821	834	165	8,525	11,345
Iloilo E.O.	287	3	281	512	114	2,674	3,871
Legazpi E.O.	260	10	270	304	60	1,767	2,671
Main Office	18,809	277	11,305	9,683	4,624	61,651	106,349
Tarlac City E.O.	2,336	39	1,611	1,376	556	9,788	15,706
Zamboanga E.O.	137	2	91	203	41	1,076	1,550
(Not Specified)		3,038	20,701		13,656		37,395
Grand Total	25,318	3,420	37,819	15,848	19,872	109,207	211,484

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NOTE: Total userbase of eFAST is expected to scale up to match the userbase of the existing Online Document Retrieval System which has recorded around 410,000 active and 303,000 inactive corporations.

2023 Utilization and 2024 Projected Storage Requirements of eFAST

13.4. Compliance Monitoring Performed in a Year

Type of Entity	No.
CRMD and EOs	
Domestic Corporations, Foreign Corporations and Multinational Companies	50,649
MSRD	
Securities Brokers and Dealers (Head Office)	148
Dealers in Government Securities	47
Stock Transfer Agents	22
Underwriters of Securities	12
Investment Company Advisers	11
PLCs	265
Accredited Surety Companies	7
Exchanges	2
Clearing House	1
Securities Depositories	2
ETF	1
SROs	3
Registrars of Qualified Buyers	20
Operator of Alternative Trading System	1
Investment Houses	28
Mutual Fund Distributors	10
Registered Issuers of (Unlisted Securities)	11
CGFD	
Mutual Funds or Investment Companies	74

Issuers of Proprietary and Non-Proprietary Securities	95
ETF	1
Public Companies	37
Financing Companies	828
Lending Companies	3,486
Foundations	12,112
Microfinance NGOs	32
Publicly listed companies (corporate governance compliance only)	283
Issuers of Unlisted Securities (corporate governance compliance only)	36
Accredited Institutional Training Providers	11
Total	68,235

13.5. Cases Acted Upon in a Year (EIPD)

Violations	No. of Cases
Insider Trading	1
Unauthorized Sale of Securities	75
Ponzi and Pyramiding Schemes	54
Submission of Falsified Reports	2
Ultra Vires Acts Committed in Violation of the Corporation Code of the Philippines	14
Violations of PD 902-A	27
Total	173

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TECHNICAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter sized paper.

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Consultant, including its partner(s) and subconsultants, if any.

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subconsultants, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task, TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

If subcontracting is allowed, add the following: If the Consultant will engage a subconsultant for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subconsultant, and include the legal eligibility documents of such subconsultant.

Curriculum Vitae (CV)

Use TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before *[insert date]*, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF 2. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE
PROCURING ENTITY

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING
THE PROJECT

TPF 5. TEAM COMPOSITION AND TASK

Technical/Managerial Staff

Name	Position	Task

Support Staff

Name	Position	Task

When applicable, indicate relationships among the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Agency, and other parties or stakeholders.

TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

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. _____.

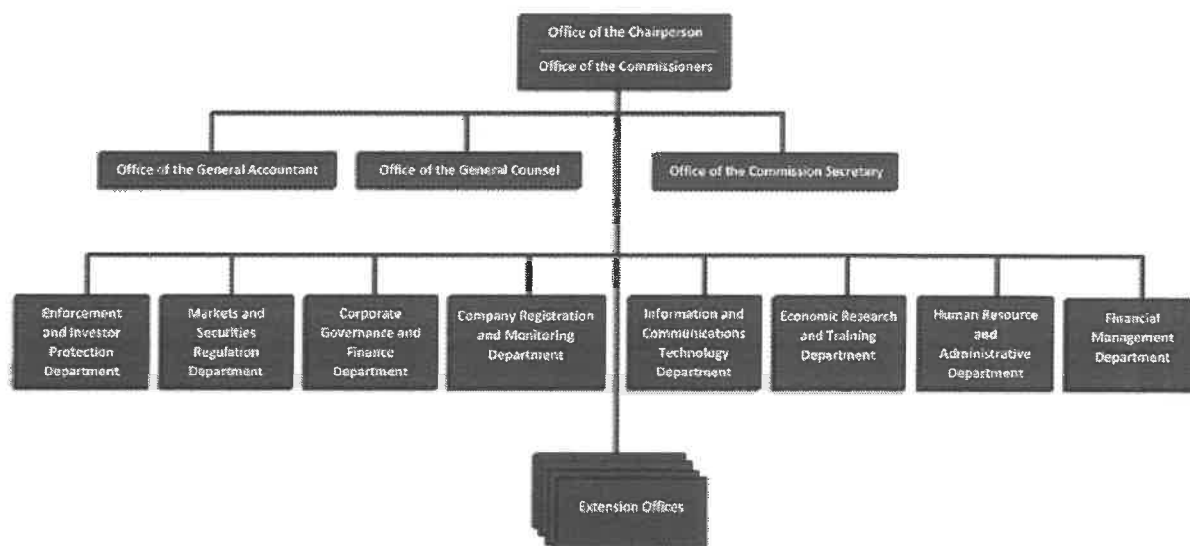
Witness my hand and seal this ___ day of [month] [year].

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 _____.

ANNEX A

SEC ORGANIZATIONAL UNITS AND FUNCTIONS



MARKETS AND SECURITIES REGULATION DEPARTMENT (MSRD)

1. Registers securities and grants exemption from registration such as but not limited to equity securities, bonds, commercial papers issued by issuer of registered equity and bonds, real estate investment trusts and other alternative investment products, and supervises and monitors the compliance by the issuers of such securities with legal and regulatory requirements.
2. Registers and supervises securities markets and market institutions such as exchanges, alternative trading systems, over-the-counter markets and other trading markets, self-regulatory organizations, clearing agencies, securities lending agencies, depositories, custodians, central trade reporting systems, registrars of qualified buyers and other securities-related organizations for their compliance with legal and regulatory requirements.
3. Supervises intermediaries and market professionals such as brokers, dealers, government securities eligible dealers, government securities brokers, associated persons and salespersons of brokers dealers, transfer agents, investment houses, investment company advisers, mutual fund distributors, compliance officers and certified investment solicitors of investment company advisers/ mutual fund distributors, and other securities market participants for their compliance with legal and regulatory requirements.

4. Reviews proposed rules of self-regulatory organizations (SROs) and other market participants, and proposed products and services in the market to ensure their consistency with securities laws, regulations, policies and global best practices.
5. Reviews existing regulatory frameworks of the securities industry, conduct market-related research and recommends rules and/or reforms.
6. Establishes linkages with national and international organizations (e.g. ASEAN and APEC) and regulatory agencies with regard to the securities market, including cross-border products, services and arrangements.
7. Acts as National Numbering Agency for all securities issued in the Philippines.
8. Issues show cause orders, assess and impose penalties for non-compliance with rules and regulations implemented by the Department.

CORPORATE GOVERNANCE AND FINANCE DEPARTMENT (CGFD)

1. Registration of securities of Investment Companies (Mutual Fund Companies [MFCs] or closed-end companies), Exchange-Traded funds (ETFs) and Issuers of Proprietary and Non-Proprietary securities.
2. Licenses Investment Companies (MFC or Closed-end company).
3. Accredits Corporate Governance Institutional Training Providers (CGITP).
4. Accredits Microfinance NGOs.
5. Approves In-House Corporate Governance Trainings/ Seminars of Publicly-Listed Companies.
6. Monitors Public Companies (PCs), Investment Companies, ETFs, Financing Companies (FCs), Lending Companies (LCs), Issuers of Proprietary and Non-Proprietary Securities, Accredited Microfinance NGOs (MF-NGOs) and Foundations' compliance with existing laws and regulations.
7. Monitors Publicly-Listed Companies (PLCs), PCs, Investment Companies, ETFs, Issuers of Proprietary and Non-Proprietary securities' compliance with the Code of Corporate Governance for Publicly-Listed Companies (CG code for PLCs), Code of Corporate Governance for Public Companies and Registered Issuers, Revised Code of Corporate Governance (RCCG) and other governance issuances of the Commission.

8. Validates the qualifications of Independent Directors of PLCs, PCs and RIs.
9. Promotes sustainability and good corporate governance practices and principles.
10. Promotes the Ease of Doing Business in the country through the policy issuances that protect minority investors.
11. Participates in the initiatives of Local and International Standard Setting Bodies or multilateral agencies, such as but not limited to APEC, the ASEAN Capital Markets Forum, OECD, WorldBank, IMF, ADB, IOSCO, etc.
12. Participates in Congressional hearings on proposed bills affecting the department.
13. Participates in inter-agency and private sector meetings or consultations.
14. Performs such other functions as may be directed by the Chairperson and Commissioners.

COMPANY REGISTRATION AND MONITORING DEPARTMENT (CRMD)

1. Registers domestic corporations and partnerships.
2. Processes applications for amendment of articles of incorporation/articles of partnership, by-laws, mergers and other corporate reorganizations that require the prior approval of the Commission.
3. Licenses foreign corporations doing business in the Philippines and multinational companies.
4. Licenses lending, financing companies and capital market participants.
5. Monitors compliance by registered domestic/licensed foreign corporations with their reportorial responsibilities under the Corporation Code and other existing laws.
6. Maintains custody over registration documents and documents that it has acted upon or directly filed with it.
7. Verifies and reserves proposed company names and issues certification on corporate filings and information.
8. Revokes certificates of incorporation/license to do business for non-compliance with reportorial requirements and other pertinent laws implemented by the Commission.

9. Attends court hearings and processes as witness and as resource person in inter-agency meetings and provides corporate records to other government agencies.
10. Hears/decides administrative cases within the Department jurisdiction.
11. Acts on Petition for Change of Corporate Name.
12. Undertakes special studies on corporate problems relating to registration and monitoring of corporations submitted to the Commission by the public and government agencies and instrumentalities and develops, recommends policies on registration and monitoring of corporations and licensed foreign corporations.
13. Attends to public queries.
14. Performs such other functions as may be directed by the Chair and Commissioners.

ENFORCEMENT AND INVESTOR PROTECTION DEPARTMENT (EIPD)

1. Issues Orders for the imposition of fine and/or other administrative penalties.
2. Investigates, motu proprio or upon complaint or referral, violations of the law and the rules and regulations of the Commission.
3. Initiates the issuance of a Cease and Desist Order (CDO) by the Commission.
4. Prepares and files necessary pleadings as required in administrative and criminal cases handled by the department.
5. Files Petitions for Revocation and other administrative actions before the Office of the General Counsel.
6. Files criminal complaints before the Department of Justice upon prior approval of the Commission En Banc.
7. Attends court hearings and hearings before the Office of the General Counsel.
8. Attends stockholders'/members' as SEC observer/s.
9. Conducts surveillance of the trading of securities in the exchanges and ensures compliance of market participants and intermediaries with Sections 24, 26 and 27 of the SRC and its IRR and in pursuance thereof, coordinates with SROs (PSE, PDEX & CMIC), market participants (TPs, IH, TAs PDTC, etc.) and other law-enforcement agencies (NSI, PNP-CIDG, AMLC, etc.).

10. Acts as the Anti-Money Laundering Desk of the Commission and acts on all requests made by the AMLC pursuant to SEC-AMLC MOA.
11. Acts on request for assistance from IOSCO members and other foreign securities regulators.
12. Represents the Commission on all matters relating to TOSCO, NALECC and other related organizations particularly the concerned law enforcement agencies and its subcommittees.
13. Attends and renders assistance to walk-in and e-mail complainants.
14. Provides investor assistance, develops and undertakes programs to promote investor protection including the issuance of advisories.
15. Acts as resource person for investors and other government agencies.
16. Acts on all Settlement Offers of corporations subject to penalties and other administrative sanctions.
17. Performs such other functions as may be directed by the Chair and Commissioners.

ECONOMIC RESEARCH AND TRAINING DEPARTMENT (ERTD)

1. Coordinates the formulation and monitoring of the agency's strategic and operational plans.
2. Prepares the agency's inputs to government plans and related reports/updates.
3. Prepares materials on the policies, plans, programs, and accomplishments of the SEC for reporting to government oversight agencies (eg. DBM, DOF, NEDA, Congress);
4. Publishes the SEC Annual Report.
5. Acts as the focal SEC department in implementing infomercials and conducting education programs for the external public.
6. Acts as the focal SEC department on matters pertaining to performance governance and quality management programs.
7. Coordinates with SEC department the formulation and implementation of the annual research agenda of the Commission.

8. Coordinates statistical compilation activities and represents the Commission in inter-agency activities on statistical concerns.
9. Provides technical support to inter-agency activities and coordination on matters relating to multi-lateral, regional and bilateral international trade and economic partnership agreements on financial services.
10. Coordinates the conduct of capacity building programs for capital market participants.
11. Administers certification examinations for capital market participants.
12. Coordinates with foreign donors on the implementation of SEC capacity building projects/activities as assigned by the Commission en banc.
13. Performs such other functions as may be directed by the Chair and Commissioners.

INFORMATION AND COMMUNICATIONS TECHNOLOGY DEPARTMENT (ICTD)

1. Formulates the SEC Information Systems Strategic Plan (ISSP) and coordinates activities relative to the implementation thereof.
2. Undertakes procurement planning, acquisition, and deployment of the Commission's Information and Communications Technology (ICT) Resources in accordance with the SEC-ISSP.
3. Leads and facilitates application systems development activities, including the administration, maintenance and promotions of the systems developed and deployed application systems.
4. Performs capacity planning activities and administers the network and communications infrastructure of the Commission including establishment of linkages between the SEC head office and extension offices.
5. Ensures the proper maintenance of the computer and network facilities of the Commission.
6. Participates in inter-agency electronic linkages and data-sharing arrangements.
7. Preserves the integrity of SEC electronic data.
8. Updates the database entries relative to amendments to the capital structure/contributed capital of SEC registered companies.

9. Receives reports and other written communications (mails and walk-in) and releases SEC documents, except applications processed and approved by CRMD.
10. Maintains archives and manages electronic copies of documents submitted by registered companies.
11. Coordinates with the other departments/ offices in the disposal of records in accordance with Philippine law and SEC policy.
12. Provides information of registered companies to SEC internal and external users.
13. Authenticates corporate/ partnership documents based on electronic records.
14. Perform such other functions as may be directed by the Chair and Commissioners.

HUMAN RESOURCE AND ADMINISTRATIVE DEPARTMENT

1. Implements CSC law, rules and regulations, in matters of recruitment and selection, training and staff development, scholarship grants, performance management, merit promotion, employee welfare and administrative disciplinary actions.
2. Manages the activities of the Medical and Dental Unit in providing health care to SEC employees.
3. Conducts human resource (HR) policy research.
4. Implements internal and external communications system such as publication of newsletter, SEC Circulars, Vacant Positions and other publications as may be assigned from time to time.
5. Coordinates with the Office of Commission Secretary on media relation matters.
6. Manages SEC Library.
7. Provides timely and effective administrative and general services support to the departments and offices of the Commission.
8. Provides administrative support and assistance in the procurement process of the SEC in accordance with Republic Act No. 8194 and its Revised Implementing Rules and Regulations (IRR) and other applicable laws and rules.

9. Reviews and submits SALN of employees to appropriate agencies.
10. Manages the Citizens Charter and monitors compliance with the Anti-Red Tape Act of 2001 (RA 8794).
11. Plans and implements Gender and Development (GAD) programs.
12. Plans and implements Senior Citizen related concerns.
13. Administers the internship program.
14. Performs such other functions as may be directed by the Chair and Commissioners.

FINANCIAL MANAGEMENT DEPARTMENT (FMD)

1. Prepares and submits the Commission's budget documents and financial reports to oversight agencies.
2. Allocates, processes, and releases SEC funds to different programs, projects and activities (PAPs).
3. Processes and releases payments and claims to, and remittances for all SEC employees and creditors.
4. Collects all SEC income from its clientele and deposits the same to the National Treasury on the following working day.
5. Serves as custodian of promissory notes of registered commercial paper issuers and deposit substitutes of multinationals and other foreign corporations doing business in the Philippines.
6. Pre-audits all disbursements as to accuracy and compliance with rules and regulations on disbursements.
7. Confirms GSIS loan applications.
8. Reconciles subsidiary ledgers against the general ledger.
9. Manages and operates the Provident Fund.
10. Processes requests for refund of filing fees, and application/utilization and transfer of payments of the same corporation as recommended by the operating departments.

11. Processes requests for authentication of official receipts.
12. Performs such other functions as may be directed by the Chair and Commissioners.

SPECIAL OFFICES

OFFICE OF THE COMMISSION SECRETARY (OCS)

1. Maintains the official records of the En Banc.
2. Prepares the agenda and notices for En Banc meetings.
3. Maintains custody over documents it has acted on, or are directly filed with it, unless otherwise directed by the En Banc, including certificates of titles of real estate properties of the Commission, and other confidential documents as may be determined by the En Banc.
4. Prepares minutes of Commission meetings and Executive Sessions, decisions and resolutions for the approval of the En Banc.
5. Handles media relations for the Commission.
6. Develops Rules of Practice that guide the Commission, Departments, Offices, staff and the public in the Commission's processes and procedures.
7. Reviews official documents for dissemination based on established methodology.
8. Handles appeals from Petitions for Calling of Meeting.

OFFICE OF THE GENERAL COUNSEL (OGC)

1. Hears Petitions for Calling of Meeting.
2. Acts on the following for the En Banc:
 - Appeals to the En Banc from decisions of the operating departments, SRO, etc
 - Petition for Voluntary Dissolution with Creditors Affected under Section 119 of the Corporation Code
 - Petitions for issuance of Cease and Desist Orders (CDOs)
 - Contracts of the Commission for review

- Request for opinions and special studies from the Chair, the Commissioners and other Operating Departments.
3. Acts on formal request for opinions from the public involving the interpretation of the laws which the Commission implements.
 4. Liaises with the House of Representatives and the Senate, assists in the preparation of the Commission's legislative agenda, and prepares comments and position papers on proposed legislation.
 5. Liaises on legal matters with self-regulatory organizations, international organizations and foreign government regulators and agencies.
 6. Represents the Commission before the COA, DBM and other administrative agencies.
 7. Oversees non-enforcement litigation, and appellate litigation in cooperation with the Office of the Solicitor General.
 8. Represents the Commission before the Office for Competition (DOJ) in conferences, technical working groups, and other joint activities to study existing laws, rules and regulations on trade and competition, and develop and propose appropriate legislative or executive action in coordination with the other departments.
 9. Entertains walk-in/phone legal queries involving complex issues from the public.
 10. Performs such other functions as may be directed by the Chair and Commissioners.

OFFICE OF THE GENERAL ACCOUNTANT (OGA)

1. Leads in the formulation, adoption, implementation of financial reporting and auditing standards and practices based on global framework.
2. Prepares opinions, clarifications and reply to queries from the public that involve financial reporting and audit issues.
3. Accredits auditing firms and/or external auditors, appraisal companies or professional service organizations, credit rating agencies and other independent professionals or experts engaged by corporations regulated by the Commission.
4. Monitors compliance with rules by external auditors and auditing firms, appraisal companies or professional service organizations, credit rating agencies and other experts accredited by the Commission.

5. Evaluates financial statements of corporations that may be referred by the Departments.
6. Renders advice to the operating Departments, upon request, on financial reporting and related matters.
7. Formulates rules and guidelines on oversight review of work of accredited external auditors, appraisers, experts or professionals to determine compliance.
8. Conducts oversight review over the operation, quality controls, and documentation of accredited external auditors, appraisers, experts or professionals.
9. Maintains custody over documents it has acted on, or are directly filed with it, unless otherwise directed by the En Banc.
10. Performs such other functions as may be directed by the Chair and Commissioners.

EXTENSION OFFICES

BAGUIO, TARLAC, LEGASPI, CEBU, BACOLOD CAGAYAN DE ORO, DAVAO, ILOILO, ZAMBOANGA
Extension Offices (EOs)

1. Registers corporations and records articles of partnership, and amendments thereof, including issuance of Certificates of Authority to lending companies (main and branch) and CA to branches of financing companies.
2. Issues licenses to do business in the Philippines to branch or representative offices of foreign and multinational companies.
3. Monitors companies' compliance with reportorial requirements.
4. Receives reportorial requirements from corporations.
5. Issues certifications, CTCs and photocopies of documents requested by the clients.
6. Performs enforcement and investigations functions motu proprio and/or in coordination with EIPD/CGFD.
7. Performs onsite/ocular inspection motu proprio and/or in coordination with EIPD/CGFD.
8. Provides advisory assistance to the public.

9. Acts as observer in the stock holders' and members meetings upon request by corporations/stockholders/members.
10. Undertakes information dissemination on corporate and capital market development and regulation.
11. Serves notices/summons and other SEC issuances (i.e., CDOs, decisions) as requested by OGC and/or other operating departments.
12. Executes decisions as requested by OGC and/or other operating departments.
13. Acts upon petitions for the correction of entries in the Articles of Incorporation and/or By Laws.
14. Receives and maintains custody over documents acted upon by or directly filed with it.
15. Assesses, collects and deposits fees, fines and penalties.
16. Prepares and submits reportorial requirements to different SEC departments and offices.
17. Performs such other functions as may be directed by the Chair and Commissioners.

SATELLITE OFFICES

Ali Mall – Cubao, SM –Manila, Robinson's Galleria – Pasig City, SM City – North EDSA, SM – MOA, Muntinlupa and Robinson's Cebu Satellite Offices

1. Name Verification Services
2. Processing of Applications for Primary Registration of Stock and Non-Stock Corporations
3. Processing of Applications for Partnerships
4. Processing of Applications for Amendment of Stock and Non-Stock Domestic Corporations
5. Processing of Applications for Amendment of Partnerships
6. Processing of Applications for Increase/Decrease of Authorized Capital Stock, Reclassification/Conversion/Change of Par Value of Shares

7. Processing of Conversion of Branch Office to Representative Office (Vice Versa), Regional Area Headquarters (RHQ) to Regional Operating Headquarters (ROHQ) (Vice Versa), Change/Substitution of Resident Agent, Withdrawal of License and Other Amendments of Foreign Corporations
8. Processing of Applications of Foreign Corporations
9. Receiving of primary reports such as Audited Financial Statements and General Information Sheets by the Electronic Records Management Division personnel

ANNEX B

REPORTORIAL REQUIREMENTS

(NOTE: This is not meant to be a comprehensive final list of reportorial requirements. The winning bidder is expected to conduct a more thorough study to create the final updated and comprehensive list of reportorial requirements.)

Corporations with Primary Licenses

Domestic Stock/Non-stock Corporations

DOCUMENT TYPE	DESCRIPTION	DUE DATE
SEC FORM GIS-Stock	General Information Sheet	Within 30 calendar days from date of the actual annual stockholders' or members meeting
SEC FORM GIS-Non Stock		
** AFS	Audited Financial Statements (AFS) stamped "RECEIVED" by the BIR	Within 120 calendar days after the end of the fiscal year, as indicated in the Financial Statements
GFFS	General Form for Financial Statements	In Electronic Format. Within thirty (30) days after the submission of Annual FS - MC No. 6 s. of 2006)

Branch Office & Representative Office of Foreign Corporations

DOCUMENT TYPE	DESCRIPTION	DUE DATE
SEC FORM GIS	General Information Sheet	Within 30 days from date of issuance of SEC License -MC No. 15 s.2006
** AFS	Audited Financial Statements (AFS) stamped "RECEIVED" by the BIR	Within 120 calendar days after the end of the fiscal year, as indicated in the Financial Statements
NUF	Notification Update Form(NUF)	MC No. 22 s.2014

Regional Operating Headquarters (ROHQs), Regional Headquarters (RHQs) of Multinational Companies

DOCUMENT TYPE	DESCRIPTION	DUE DATE
SEC FORM GIS	General Information Sheet	Within 30 days from date of issuance of SEC License -MC No. 15 s.2006
** AFS	Audited Financial Statements (AFS) stamped "RECEIVED" by the BIR	Within 120 calendar days after the end of the fiscal year, as indicated in the Financial Statements
NUF	Notification Update Form(NUF)	MC No. 22 s.2014

Foundations

DOCUMENT TYPE	DESCRIPTION	DUE DATE
SEC FORM GIS	General Information Sheet	Within 30 calendar days after the members actual annual meeting
** AFS	Audited Financial Statements	Fiscal year ending December 31: on or before April 15. After April 15, based on advisory to be issued by SEC Fiscal year other than December 31: within 120 days from the end of fiscal year

SSAF/CEP	<p>a. Sworn Statement of the President and the Treasurer on the itemized: (a) Sources and Amount of Funds; (b) Program/Activity planned, ongoing and accomplished with complete name, address and contact number of project officer-in-charge and the project office; and (c) Application of Funds (Section 4 of the Memorandum Circular No.8, Series of 2006).</p> <p>b. Certification/s from the Office of the Mayor or the Office of the Barangay Captain or the Head of either the Department of Social Welfare and Development or Department of Health, on the existence of the subject Program/Activity in the locality on which it exercises jurisdiction or if from Head/Officers of private institution or actual beneficiaries/recipients of the program/activity, the same should be notarized (Section 5 of the Memorandum Circular No. 8, Series of 2006).</p>	<p>Fiscal year ending December 31: on or before April 15. After April 15, based on advisory to be issued by SEC</p> <p>Fiscal year other than December 31: within 120 days from the end of fiscal year</p> <p>Note: For 2019 onwards, SSAF/CEP was no longer required and was replaced with NSPO/CEP that is an attachment to the AFS</p>
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** - No prescribed format

Corporations with Secondary Licenses Issuers of Securities

ISSUER

Document Type	Description	Due Date
SEC Form GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.

*** Secretary's Certificate on the Attendance of Board of Directors (Except Publicly-Listed Co.s)	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year
Certificate of Independent Directors	Certificate of Independent Directors	Upon submission of the Information Statement in compliance with SEC MC No.5, Series of 2017
SEC FORM I-ACGR (For Publicly-Listed Co.s)	Integrated Annual Corporate Governance Report	On or before May 30 th for every year that the company remains listed in the Philippine Stock Exchange –Posting on Official Website 10 days after the end of Calendar Year.
SEC FORM 17-C (CURRENT REPORT)	A report containing disclosure to the public of every material fact or event that occurs, this would reasonably be expected to affect investor's decisions in relation to those securities.	Within ten (10) minutes after the occurrence of the event and prior to its release to the public through the news media. If the issuer is not listed on an Exchange, within 5 days after the occurrence of the event reported.
SEC FORM 17-Q	Quarterly Report. It contains Interim Financial Statements and Interim Management's Discussion	Within 45 calendar days after the end of the quarter
SEC FORM 17-A	Annual Report	Within 105 calendar days from the end of the fiscal year
SEC FORM 17-L	Notice of Inability to File AR and QR	On or before the required due date of filing the Annual or Quarterly Report
SEC FORM 17-EX	Notice of suspension of filing of reports	First day of fiscal year has less than 100 holders of such class of securities or such other numbers as the Commission shall prescribe and it notifies the Commission of such.
SEC FORM 20-IS	Information statement - Preliminary	At least 10 business days prior to the date the definitive copies shall be sent/given.

SEC FORM 20-ISA	Information statement - Definitive	At least 15 business days prior to the meeting date
*** Monthly Sales and Redemption Report	For mutual funds/investment companies. It contains the amount and number of shares sold and redeemed for the particular month.	Within 30 days from effectivity of the order declaring effective the registration of the investment company. Then within 10 days after the end of each month.
Material RPT Policy (For publicly-listed companies)	Material Related Party Transactions Policy	Within six(6) months from listing date; The Material RPT Policy with accessible link shall be posted on the company's website within five days (5) from submission to the Commission
Advisement Report on Material RPT (For publicly-listed companies)	Advisement Report on Material Related Party Transactions	Within three (3) calendar days after the execution date of the transaction; SEC MC No. 10, s. 2019
CG Form-2020 (For publicly-listed companies)	Compliance Officer's Certificate	
Prospectus (For Foreign ASEAN CIS)	Updated Prospectus of a recognised Foreign Collective Investment Scheme to be offered in the Philippines	Within fifteen (15) calendar days from the time it was updated and/or approved by the Home Regulator or after lodgment with the Home Regulator (whichever is applicable) [SEC MC No. 9, 2021]
***Annual Report (For Foreign ASEAN CIS)	Annual Report of a recognised Foreign Collective Investment Scheme to be offered in the Philippines	In the same manner and within the same period that it is required to be filed with the Home Regulator [SEC MC No. 9, 2021]
***Interim Report (For Foreign ASEAN CIS)	Interim Rep of a recognised Foreign Collective Investment Scheme to be offered in the Philippines	In the same manner and within the same period that it is required to be filed with the Home Regulator [SEC MC No. 9, 2021]

***Monthly Report (For Foreign ASEAN CIS)	Monthly Issuance and Redemption Report of Units offered in the Philippines containing information required in SEC MC No. 9, 2021	Within the same period that it is required to be submitted to the Home Regulator. If not required in the Home Jurisdiction, within thirty (30) days from effectivity of the Order recognizing the Qualifying CIS, and within the first ten (10) days of every month thereafter [SEC MC No. 9, 2021]
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*** - No prescribed format

REPORTING PERSON

Document Type	Description	Due Date
SEC FORM 18-A or 18-AS	Reports of 5% owner	For ordinary buyers – Within 5 business days from the acquisition; for qualified buyers – within 45 calendar days after the end of the fiscal year
SEC FORM 23-A/23-B	Reports of Directors and Officers and holders of more than 10%	Within 10 calendar days after the effective date of registration or after becoming an officer, director or holder of 10%; within 10 calendar days after the close of each calendar month thereafter.

BIDDER/ACQUIRER

Document Type	Description	Due Date
SEC FORM 19-1	Commencement of the Offer	Announcement of its intention within 5 business days from board's approval or 30 business days prior to the commencement of the offer.
SEC FORM 19-1A	Termination of the Tender Offer	Not later than 10 business days after the termination of the tender offer

*** - Note: No prescribed format

Broker/Dealer(s) In Securities

Document Type	Description	Due Date
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SEC Form GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30th of January of the following year.
*** SEC FORM 52 - AR	Annual Audited Financial Statement	Refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30th day of January of the following year
RBCA	Risk Based Capital Adequacy Report (Bi-Monthly submission)	On or before the 20th of the month, for RBCA Report covering the period 1st to 15th day of the month and On the 5th of the following month, for RBCA Report covering the period 16th to 30th/end of the month
SEC FORM 28 - BDA	Changes in the Information provided in the application form to the Commission	Within 7 days from the date of the occurrence of such change
SEC FORM 28 - T	Notice of Discontinuation of employment of a Salesman or Associated Person	Not later than five (5) business days after the discontinuation of employment
SEC FORM BD - 30.2 QCR	Associated Person's Quarterly Compliance Report	Within fifteen (15) calendar days after the end of each quarter
*** Yearly Schedule/ Timetable of the Implementation of Training Program	Implementation of the previous year's internal training program and current year's seminar topics, projected dates, target market, planned speakers	Submit to the Commission and to the SRO (for Exchange Trading Participants) No later than January 30 of each year
SEC FORM 30.1	Report/Amendment regarding Affiliated Transactions of Brokers and Dealers	No later than seven (7) calendar days after the occurrence of the relationship defined under Section 30.1 of the code.

SEC FORM 28-S/28-AMD	As a condition for continuing registration, registered salesmen and AP shall: Report any change in the information provided in the application forms	Within seven (7) days from such change
SEC FORM 28-AP/28-AMD	As a condition for continuing registration, registered salesmen and AP shall: Report any change in the information provided in the application form	Within seven (7) days from such change
BDFS	Special Form for Financial Statements of Broker Dealer	In Electronic Format. Within thirty (30) days after the submission of Annual FS - MC No. 6 s. of 2006)
*** Annual Report - Chinese Wall Rules (SRC Rule 34.11.4)	Report on the measures the BD has taken to enforce the Chinese Wall Rules	On or before the 15th of March of the following year
*** Complaint Report (SRC Rule 52.1.9)	Written complaints received from the client and the action taken thereon by the Broker Dealer. Duplicate Copies of the complaints shall be attached to the report.	Every 15th day of the month covering the period as of the end of the preceding month
*** List of Directors, Officers and Employees	List of directors, officers, salesmen and employees together with their respective photos taken within six (6) months, with designations and specimen signatures	Updated every three (3) years
*** Schedule of Minimum Commission Rates	Minimum commission rates charged by the broker dealer	Whenever there is/are changes or revision/s in the schedule of minimum rate on file with the commission
*** Report on the Hiring of Trainees	Inform in writing the hiring of trainees by the broker dealer	As the need arises

*** - Note: No prescribed format

Government Securities Eligible Dealer

Document Type	Description	Due Date
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SEC Form GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30 th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year
RBCA	Risk Based Capital Adequacy Report	On or before 15 th of the following month or not later than 3 business days after being filed with the BSP
SEC FORM 28 - BDA	Change in Information	Within 7 days from the date of the occurrence of the event
SEC FORM 28T	Notice of Termination of Salesman and/or Associated Person	Not later than five (5) business days after the discontinuation of employment
SEC FORM BD - 30.2 QCR	Associated Person's Quarterly Compliance Report	On or before the 15 th day of the following quarter
SEC FORM 28-S	Amendment / Changes in the Information contained in SEC Form 28-S	Within 7 days from the date of the occurrence of the event
SEC FORM 28-CO/AP	Amendment / Changes in the Information contained in SEC Form 28-S	Within 7 days from the date of the occurrence of the event
*** Report on Training Program	Report on Training Program	On or before the 30 th day of January of the following year
SFFS	Special Form for Financial Statements	In Electronic Format. Within thirty (30) days after the submission of Annual FS - MC No. 6 s. of 2006). Exempted if banks.

*** Annual Report – Chinese Wall Rules (SRC Rule 34.11.4)	Report on the measures the BD has taken to enforce the Chinese Wall Rules	On or before the 15th of March of the following year
*** Complaint Report (SRC Rule 52.1.9)	Written complaints received from the client and the action taken thereon by the Broker Dealer. Duplicate Copies of the complaints shall be attached to the report.	Every 15th day of the month covering the period as of the end of the preceding month
*** List of Directors, Officers and Employees	List of directors, officers, salesmen and employees together with their respective photos taken within six (6) months, with designations and specimen signatures	Updated every three (3) years
*** Schedule of Minimum Commission Rates	Minimum commission rates charged by the broker dealer	Whenever there is/are changes or revision/s in the schedule of minimum rate on file with the commission
*** Report on the Hiring of Trainees	Inform in writing the hiring of trainees by the broker dealer	As the need arises

*** - Note: No Prescribed format

Investment Houses / Underwriters of Securities

Document Type	Description	Due Date
SEC Form GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SEC FORM IH-14 QPR	Quarterly Progress Report	Within 45 days from the end of each quarter
SEC FORM IH-14 AR	Annual Report	On or before March 31 of the following year

SEC FORM IHU-IA	Report on any change/s in the information contained in the SEC Form IHU-IA	Within 7 days from the date of the occurrence of the event
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30 th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year
RBCA	Risk Based Capital Adequacy Report	On or before 15 th of the following month or not later than 3 business days after being filed with the BSP
SEC FORM 28-T	Notice of Termination of Salesman and/or Associated Person	Not later than five (5) business days after the discontinuation of employment
SEC FORM BD - 30.2 QCR	Associated Person's Quarterly Compliance Report	Not later than 15 days after the end of each quarter
SEC FORM 28-S	Amendment / Changes in the Information contained in SEC Form 28-S	Within 7 days from the date of the occurrence of the event
SEC FORM 28-IHU-GSED-CO/AP	Amendment / Changes in the Information contained in SEC Form 28-S	Within 7 days from the date of the occurrence of the event
IHFS	Special Form for Financial Statements of Investment Houses and Underwriter of Securities	In Electronic Format. Within thirty (30) days after the submission of Annual FS - MC No. 6 s. of 2006)
*** Annual Report – Chinese Wall Rules (SRC Rule 34.11.4)	Report on the measures the BD has taken to enforce the Chinese Wall Rules	On or before the 15th of March of the following year
*** Complaint Report (SRC Rule 52.1.9)	Written complaints received from the client and the action taken thereon by the Broker Dealer. Duplicate Copies of the complaints shall be attached to the report.	Every 15th day of the month covering the period as of the end of the preceding month

*** List of Directors, Officers and Employees	List of directors, officers, salesmen and employees together with their respective photos taken within six (6) months, with designations and specimen signatures	Whenever there is/are changes or revision/s in the schedule of minimum rate on file with the commission
*** Schedule of Minimum Commission Rates	Minimum commission rates charged by the broker dealer	Whenever there is/are changes or revision/s in the schedule of minimum rate on file with the commission
*** Report on the Hiring of Trainees	Inform in writing the hiring of trainees by the broker dealer	As the need arises

*** - Note: No prescribed format

Investment Company Adviser

Document Type	Description	Due Date
SEC Form GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30 th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year
SEC FORM ICA-IA	Registration Form/Amendment Form for Investment Company Advisers	Within 7 days from the date of the occurrence of the event
SEC FORM ICA-T	Notice for Termination of Certified Investment Solicitor or Compliance Officer of an Investment Company Adviser/Mutual Fund Distributor	Not later than five (5) business days after the discontinuation of employment

SEC FORM ICA-CIS	Amendment / Changes in the Information contained in SEC Form ICA-CIS	Within 7 days from the date of the occurrence of the event
SEC FORM ICA-CO	Amendment / Changes in the Information contained in SEC Form ICA-CO	Within 7 days from the date of the occurrence of the event
SFFS	Special Form for Financial Statements	In Electronic Format. Within thirty (30) days after the submission of Annual FS - MC No. 6 s. of 2006)

*** - Note: No prescribed format

Mutual Fund Distributor

DOCUMENT TYPE	DESCRIPTION	DUE DATE
SEC FORM MFD	Registration Form/Amendment Form for Mutual Fund Distributors	Within 7 days from the date of the occurrence of the event
SEC FORM ICA-T	Notice for Termination of Certified Investment Solicitor or Compliance Officer of an Investment Company Adviser/Mutual Fund Distributor	Not later than five (5) business days after the discontinuation of employment
SEC FORM GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SFFS	Special Form for Financial Statements	In Electronic Format. Within thirty (30) days after the submission of Annual FS - MC No. 6 s. of 2006)

*** Note: No prescribed format

Transfer Agent

Document Type	Description	Due Date
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SEC FORM 36-AR	Transfer Agent Annual Report	Within 120 days after the end of each fiscal year
*** SEC FORM 36-FS	Transfer Agent Annual Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
*** SEC FORM 36-ER	Transfer Agent Exception Report	Within 7 days from the occurrence of any of the events stated under SRC Rule 36.4 paragraph 2(B)
SEC FORM GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30 th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year
SFFS	Special Form for Financial Statements	In Electronic Format. Within thirty (30) days after the submission of Annual FS - MC No. 6 s. of 2006). Exempted if banks.

*** Note: No prescribed format

Financing Companies

Document Type	Description	Due Date
GIS	General Information Sheet	Within 30 calendar days after the stockholders' actual annual meeting
*** AFS	Audited Financial Statements	Fiscal year ending December 31: on or before April 15. After April 15, based on advisory to be issued by SEC/Fiscal year other than December 31: within 120 days from the end of fiscal year
FCFS	Special Form of Financial Statements of Financing Companies	30 days from the due date of Audited Financial Statements
AIS	Annual Information Statement	Every 30th day of January for Commercial Paper Issuer

FCIF	Semi-Annual Financial Statements	1st Semester: 15 days from cut-off (Cut off: June 30) 2nd Semester: 15 days from cut-off (Cut off: December 31) However, starting 2nd semester 2012: due date is 45 days from end of semester
*** MTPP	Money Laundering and Terrorist Financing Prevention Program 1. P10 million or more paid up capital; and/or 2. More than 40% foreign equity	December 8, 2010 or within 30 days from issuance of CA or Within 30 days from the date the company became covered
Cover Sheet AMLA-CF	AMLA Compliance Form	See Attached MC No. 4 s. 2015
*** MCG	Revised Manual on Corporate Governance 1. P50 million or more total assets or 2. those with more than 40% foreign participation in voting stock or 3. commercial paper Issuer, either exempt or registered Corporate Governance Scorecard	March 31, 2011 for existing companies Or Within 30 days from the date the company became covered Every 3 years thereafter from the actual receipt of the Manual on Corporate Governance
SEC FORM MCG - 2009	Compliance Officer's Certificate on the extent of compliance to the Manual of Corporate Governance	On or before January 30 of the following year
SEC Form BP- FCLC	Business Plan under Section 5 of SEC Memorandum Circular No. 3, Series of 2022 (SEC MC 3, S. of 2022)	On or before 5 May 2022. For FCs and LCs that will be incorporated subsequent to 3 March 2022, the effectivity of SEC MC 3, S. of 2022, the Business Plan shall be submitted within sixty (60) days from the date of issuance of their Certificate of Authority to Operate as a Financing/Lending Company.

*** Sworn Certification	Sworn Certification stating the company's compliance with the provisions of Section 4 of the SEC Memorandum Circular No. 18, series of 2019, or Section 1 or 2 of the SEC Memorandum Circular No. 2, series of 2021	MC 18 s. 2019, MC 2 s. 2021
SEC Form 1 SEC Form 2	SEC Form 1 – Existing Online Lending Platforms SEC Form 2 – Prospective Online Lending Platforms	MC 19 s. 2019

*** Note: No prescribed format

Lending Companies

Document Type	Description	Due Date
SEC Form GIS	General Information Sheet	Within 30 calendar days from actual annual stockholders' meeting
*** AFS	Audited Financial Statements	Fiscal year ending December 31: on or before April 15. After April 15, based on advisory to be issued by SEC Fiscal year other than December 31: within 120 days from the end of fiscal year
LCFS	Special Form of Financial Statements of Lending Companies	Within 30 days after due date of submission of Audited Financial Statements
AIS	Annual Information Statement	Every 30th day of January for Commercial Paper Issuer
LCIF	Semi-Annual Financial Statements	1st Semester: 15 days from cut-off (Cut off: June 30) 2nd Semester: 15 days from cut-off (Cut off: December 31) However, starting 2nd sem 2012: due date is 45 days from end of semester

MTPP	Money Laundering and Terrorist Financing Prevention Program 1. P10 million or more paid up capital; and/or 2. More than 40% foreign equity	December 8, 2010 or within 30 days from issuance of CA or Within 30 days from the date the company became covered
AMLA-CF	AMLA Compliance Form	See Attached MC No. 4 s. 2015
SEC Form BP-FCLC	Business Plan under Section 5 of SEC Memorandum Circular No. 3, Series of 2022 (SEC MC 3, S. of 2022)	On or before 5 May 2022. For FCs and LCs that will be incorporated subsequent to 3 March 2022, the effectivity of SEC MC 3, S. of 2022, the Business Plan shall be submitted within sixty (60) days from the date of issuance of their Certificate of Authority to Operate as a Financing/Lending Company.
*** Sworn Certification	Sworn Certification stating the company's compliance with the provisions of Section 4 of the SEC Memorandum Circular No. 18, series of 2019, or Section 1 or 2 of the SEC Memorandum Circular No. 2, series of 2021	MC 18 s. 2019, MC 2 s. 2021
SEC Form 1 SEC Form 2	SEC Form 1 – Existing Online Lending Platforms SEC Form 2 – Prospective Online Lending Platform	MC 19 s. 2019

*** Note: No prescribed format

Operator of an ATS – Either With Existing Broker/IH or GSED License

DOCUMENT TYPE	DESCRIPTION	DUE DATE
ATS Form 2	ATS Initial Operation Report	At least twenty (20) days prior to commencing operations as an ATS
ATS Form 2A	ATS Change in Operation Report	Not later than ten (10) calendar days prior to implementation of a material change in operation. (Amended by Section 10 of SEC MC No. 3, Series of 2007).
ATS Form 3	ATS Annual Report	Within one hundred five (105) days from the end of its fiscal year.

ATS Form 4	ATS Cessation of Operation Report	Within ten (10) calendar days before cessation of operation.
ATS Form 5	ATS Change in the System Report	Within ten (10) calendar days before change in the system.
ATS Form 6	ATS System Error Report	Within twenty four (24) hours after system error or upgrade.

Registrar of Qualified Institutional Buyers (QIBS) –Either With Existing Broker/IH Or GSED License

DOCUMENT TYPE	DESCRIPTION	DUE DATE
see reports submitted by company either as BD, IH or GSED	see reports submitted by company either as BD, IH or GSED	see reports submitted by company either as BD, IH or GSED

Exchanges

Document Type	Description	Due Date
SEC FORM 33 - A	Amendment Form for Exchanges	Within 7 days from the date of the occurrence of the event
SEC FORM GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30 th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year

*** Block Sale Report	Exchange's report on Block Sales	One (1) day after the date of transaction
*** Ceiling/Floor Alerts	Exchange's report on Ceiling and Floor Breaches	Immediately after the occurrence of the transaction
*** Report on Trading of PSE Shares	Broker/Dealer's report on transactions/trading of PSE shares	Due date should be 9:00 AM of the next trading day
SEC FORM 23-B	Statement of Changes in Beneficial Ownership of Securities	On or before the 10 th day after close of each calendar month

*** - Note: No Prescribed format

Self Regulatory Organization

Document Type	Description	Due Date
SEC FORM 33-SRO	Registration Form/Amendment Form for Self Regulatory Organizations	Within 7 days from the date of the occurrence of the event
*** CEILING/FLOOR ALERTS	Exchange's report on Ceiling and Floor Alerts	Immediately after occurrence of transaction
*** PSE AUDIT CALENDAR	Exchange's Audit Calendar	On or before 15 th of January of every year
*** PSE MONTHLY REPORT ON PERIODIC EXAMINATIONS	Exchange's monthly report on periodic examinations	Within 10 days from the end of each month
*** PSE MONTHLY REPORT ON DOCKETS OF EXAMINATIONS AND INVESTIGATIONS BEING CONDUCTED	Exchange's monthly report on dockets of Examinations and Investigations being conducted by the Exchange	When required
*** PSE ANNUAL REPORT ON LISTED ISSUES, DELISTED/SUSPENDED	Exchange's report on listed and delisted/suspended issues	On or before 30 th of January of the following year
SEC FORM GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.

*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
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*** - Note: No Prescribed format

Clearing Agency

Document Type	Description	Due Date
SEC FORM GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
SEC FORM 42 - CA	Registration Form/Amendment Form for Clearing Agencies	Within 7 days from the date of the occurrence of the event
*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30 th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year
*** Report on Breaches of Rules or Difficulties by the Participant	Clearing Agency's report on Breaches of Rules or Difficulties by the Participant	Immediately after the commission of breach

*** - Note: No Prescribed format

Depositories

Document Type	Description	Due Date
SEC FORM 42 - CA	Registration Form/Amendment Form for Clearing Agencies	Within 7 days from the date of the occurrence of the event

SEC Form GIS	General Information Sheet	Within 30 calendar days following the date of stockholder's meeting per by-laws. If no meeting was held on that calendar year, on or before 30 th of January of the following year.
*** AFS	Audited Financial Statement	Please refer to the Yearly SEC Memorandum Circular on the dates of submission based on the entity's last digit SEC Registration number.
SEC FORM MCG - 2009	Certificate of Compliance with the Manual of Corporate Governance	On or before the 30 th day of January of the following year
*** Secretary's Certificate on the Attendance of Board of Directors	Certificate of Attendance of Directors in meetings of the Board of Directors	On or before the 30 th day of January of the following year

*** - Note: No Prescribed format

OTHER DOCUMENTARY REQUIREMENTS


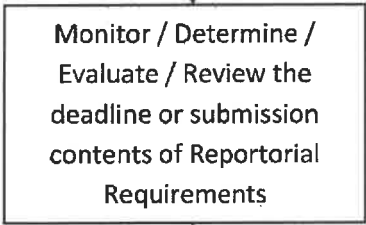
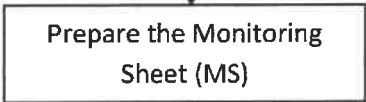
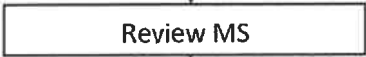
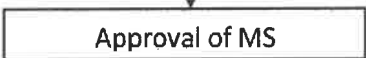


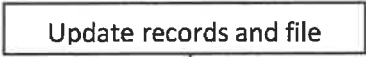
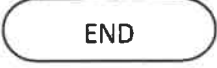
(NOTE: The list below is only a sample of other documentary requirements submitted by regulated entities to SEC. The winning supplier is expected to do a more thorough study to produce a final comprehensive list.)


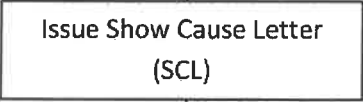
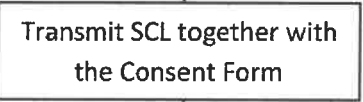
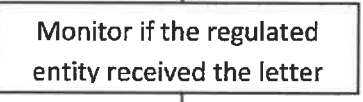
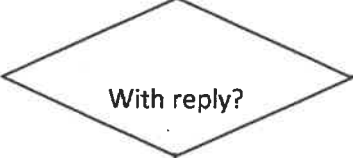

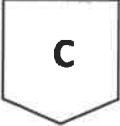
Document Type	Description	Due Date
MLPP	Money, Laundering and Terrorist Financing Prevention Program submitted by Covered Institutions/Persons	Updated every 2 years (SEC MC No. 16, s. 2018)
Certificate of Registration from AMLC	Proof of registration from AMLC submitted by Covered Institutions/Persons	Within 30 days from date of registration and updated every 2 years.
MDF	Mandatory Disclosure Form submitted by non-stock and non-profit organizations	Within 6 months from date of primary license registration (SEC MC 25 Series of 2019)
AML Risk Rating System Questionnaire	Anti-money Laundering Risk Rating System Questionnaire submitted by Covered Institutions/Persons	Updated every 3 years




ANNEX C

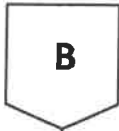
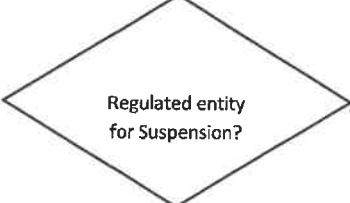

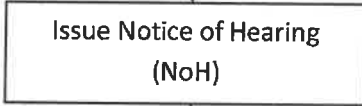

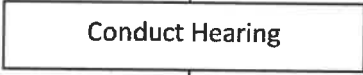



TYPICAL MONITORING/EVALUATION/ENFORCEMENT PROCESSES


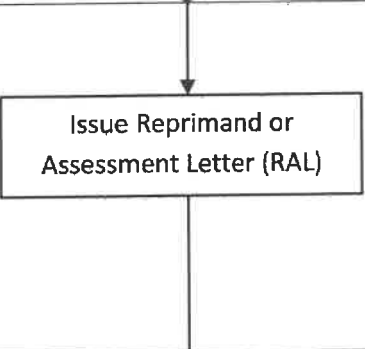
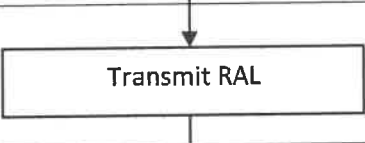
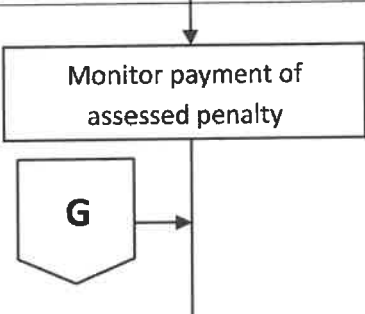
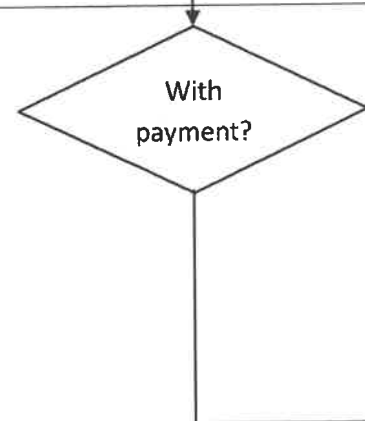
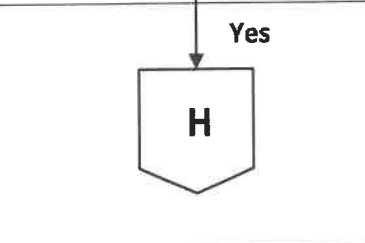
NOTE: The details shown below are merely generalized representations of the monitoring, evaluation and enforcement activities and are not meant to be specific nor comprehensive. The winning supplier is expected to conduct the necessary activities in order to flesh out details even more and encompass all relevant departments.


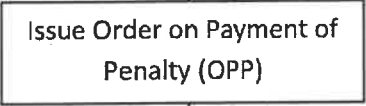


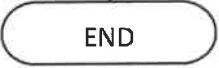
ACTIVITY	RESPONSIBILITY	DESCRIPTION
		
	Processor / Specialist / Examiner	1. Use SEC i-View, Back-up, ODRS systems and/ or check hard copies received from the Information and Communications Technology Department (ICTD). Refer to the laws, regulations, and SEC issuances for guidance.
	Processor / Specialist / Examiner	2. Refer to the laws, regulations, and SEC issuances such as Rule 68 of the IRR of the SRC and the RCCP in reviewing the submitted documents.
	Supervising Specialist / Counsel	
	Assistant Director	
		
	Processor / Specialist / Examiner	3. Update status of the regulated entity in the Certification Issuance System – Unified Reference Database (CIS-URDB).
		



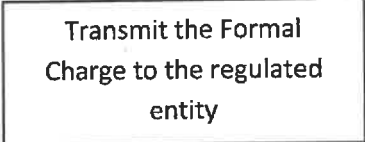

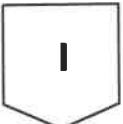
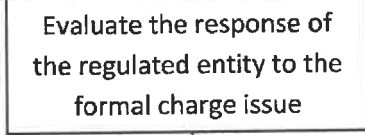
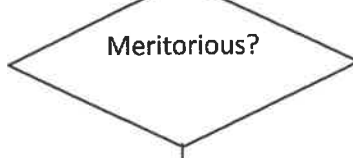


ACTIVITY	RESPONSIBILITY	DESCRIPTION
		<p><i>If the regulated entity is non-compliant or if the reportorial requirements are not filed on time</i></p>
	<p>Prepared by the Processor / Specialist / Examiner</p> <p>Reviewed by the Supervising Specialist / Counsel / Assistant Director</p> <p>Approved by the Director</p>	<p>4. SCL includes the following directive:</p> <ul style="list-style-type: none"> a) submit specific reports that it failed to file; b) clarify amend submitted reports and/or c) file its answer/comment to complaints, if applicable. <p>A copy of the MS shall be kept on file by the handling specialist/ examiner.</p>
	<p>Support Staff</p>	<p>5. SCL and Consent Form are transmitted to the Mailing Section or the Human Resource and Administration Department (HRAD) for mailing and/or personal delivery.</p>
	<p>Processor / Specialist / Examiner</p>	<p>6. Processor should ensure that the letter was received by the regulated entity. If the letter was returned to sender (RTS) a Second Show Cause letter will be issued.</p>
	<p>No → </p>	<p>7. Regulated entity must comply with the SCL within the prescribed period from receipt thereof, subject to extension upon meritorious request.</p>
<p>Yes → </p>		

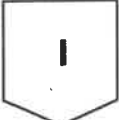
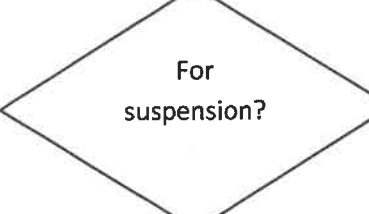

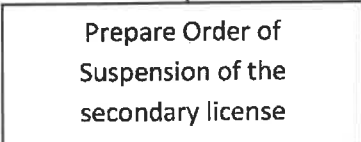
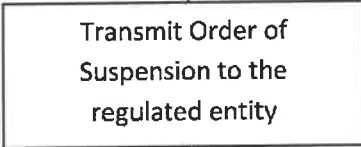
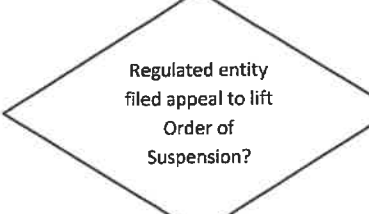
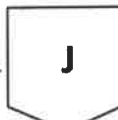
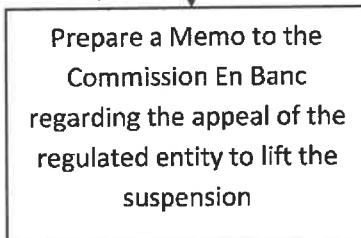

ACTIVITY	RESPONSIBILITY	DESCRIPTION
		
 <div data-bbox="204 521 571 622" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Evaluate justification/s of the regulated entity</div>	Processor / Specialist / Examiner	8. Evaluate reason/s for late filing of reports, non-filing, or non-compliance with disclosure and other requirements
 <div data-bbox="215 745 571 902" style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Meritorious?</div> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">No</div> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">→</div> <div data-bbox="738 768 858 891" style="border: 1px solid black; padding: 5px; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; font-weight: bold; font-size: 20px;">E</div> </div>		
<div data-bbox="215 947 335 1070" style="border: 1px solid black; padding: 5px; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; font-weight: bold; font-size: 20px;">D</div> <div data-bbox="419 947 467 981" style="margin-left: 10px;">Yes</div> <div data-bbox="331 981 395 1014" style="margin-left: 10px;">→</div> <div data-bbox="204 1093 571 1193" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Issue Advisement Letter (AdL)</div>	Prepared by the Processor / Specialist / Examiner Reviewed by the Supervising Specialist / Counsel / Assistant Director Approved by the Director Support Staff	9. AdL informs the regulated entity that its reason/s are meritorious and penalties are set aside
<div data-bbox="204 1328 571 1395" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Transmit AdL</div>	Approved by the Director Support Staff	10. AdL is transmitted to the Mailing Section/ HRAD for mailing and/or personal delivery. However, if the the regulated entity submitted a consent form, the letter will be mailed through electronic mail.
<div data-bbox="204 1541 571 1597" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Update records and file</div>	Processor / Specialist / Examiner	11. Update status of the regulated entity in the CIS-URDB.
<div data-bbox="284 1720 499 1776" style="border: 1px solid black; border-radius: 15px; padding: 5px; width: fit-content; margin: 0 auto; text-align: center;">END</div>		

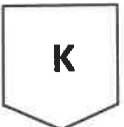
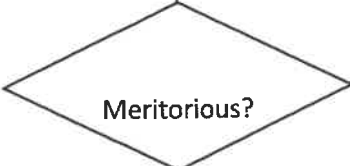
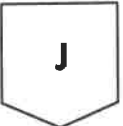

ACTIVITY	RESPONSIBILITY	DESCRIPTION
		<p><i>If there is no reply to the SCL and/or if the regulated entity did not pay penalties according to Reprimand or Assessment Letter</i></p>
	<p>No → </p>	<p>12. If the regulated entity is already subject to suspension due to: (a) failure to submit the reportorial requirements three (3) times, consecutively or intermittently within a period of five (5) years and/or (b) the penalty for the violation has already reached Suspension</p>
<p>Yes</p> 	<p>Prepared by the Processor / Specialist / Examiner</p> <p>Reviewed by the Supervising Specialist / Counsel / Assistant Director</p> <p>Approved by the Director</p>	<p>13. Issue notice of hearing as the case may be required, if not, proceed with issuance of formal charge.</p>
	<p>Support Staff</p>	<p>14. NoH is transmitted to the Mailing Section/ HRAD for mailing and/or personal delivery or through electronic mail.</p>
	<p>Counsel</p>	<p>15. The hearing usually results in the regulated entity moving to comply with the requirements and/or to pay the penalty.</p>
	<p>No → </p>	
<p>Yes</p> 		



ACTIVITY	RESPONSIBILITY	DESCRIPTION
		<p><i>If the reply to the SCL is not meritorious and/or when there is no reply to the SCL but the regulated entity is NOT yet for Suspension.</i></p>
	<p>Prepared by the Processor / Specialist / Examiner</p> <p>Reviewed by the Supervising Specialist / Counsel / Assistant Director</p> <p>Approved by the Director Support Staff</p>	<p>16. The RAL will provide an assessment of penalties. In addition, the regulated entity will be required to submit the Consent Form which was issued together with the Show Cause letter.</p>
	<p>Processor / Specialist / Examiner</p>	<p>17. RAL is transmitted to the Mailing Section/ HRAD for mailing and/or personal delivery or through electronic mail.</p>
		<p>18. The regulated entity must comply with the RAL within the prescribed period from receipt thereof, subject to extension upon meritorious request.</p> <p>19. If after the hearing, the regulated entity agreed to pay the penalty, issue PAF.</p>
		<p>20. Prepare and issue Payment Assessment Form ("PAF) using the SEC Cashiering System. Payment of penalty shall be made by the regulated entity's representative at the SEC Cashier.</p> <p>21. If the regulated entity requested for a reduction of penalty or payment of penalty by installments, the Specialist/ Examiner shall evaluate the request based on guidelines per SEC Office Order 868 series of 2016</p>
		


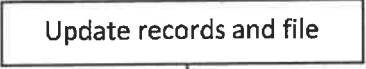

ACTIVITY	RESPONSIBILITY	DESCRIPTION
		
	<p>Prepared by the Processor / Specialist / Examiner</p> <p>Reviewed by the Supervising Specialist / Counsel / Assistant Director</p> <p>Approved by the Director</p>	
	<p>Approved by the Director Support Staff</p>	<p>22. OPP is transmitted to the Mailing Section/ HRAD for mailing and/or personal delivery or through electronic mail.</p>
	<p>Processor / Specialist / Examiner</p>	<p>23. Update status of the regulated entity in the CIS-URDB.</p>
		

ACTIVITY	RESPONSIBILITY	DESCRIPTION
		<i>If the regulated entity still did not comply even after the Notice of Hearing</i>
	Prepared by the Counsel Reviewed by the Assistant Director Approved by the Director	24. Formal charge will contain a specification of charge/s, a brief statement of material or relevant facts, accompanied by certified true copies of the documentary evidence, if any, sworn statement covering the testimony of witnesses and a directive to file verified answer pursuant to Section 3-3.
	Support Staff	25. Formal charge is transmitted to HRAD for personal delivery and through electronic mail.
	No → 	
	Processor / Specialist / Examiner	
	No → 	26. If the response of the regulated entity to the Formal Charge was found meritorious, the case will be dismissed. However, if the response was not meritorious, the regulated entity is required to pay the penalty.
		

ACTIVITY	RESPONSIBILITY	DESCRIPTION
		<i>If the regulated entity did not reply to the formal charge</i>
	No → 	27. The Suspension or Revocation Order depends on the gravity of the violation of the regulated entity. If the regulated entity is for Revocation instead of Suspension, proceed with the preparation of the Order of Revocation.
Yes 	Prepared by the Counsel Reviewed by the Assistant Director Approved by the Director	28. For regulated entities with primary license only, instead of preparing order of Revocation/ Suspension, prepare to endorse the regulated entity for Revocation/ Suspension of the primary license.
	Support Staff	29. The Order of Suspension is transmitted to the HRAD for personal delivery and through electronic mail.
	No → 	
Yes 	Prepared by the Processor / Specialist / Examiner Reviewed by the Legal Counsel / Assistant Director Approved by the Director	
		

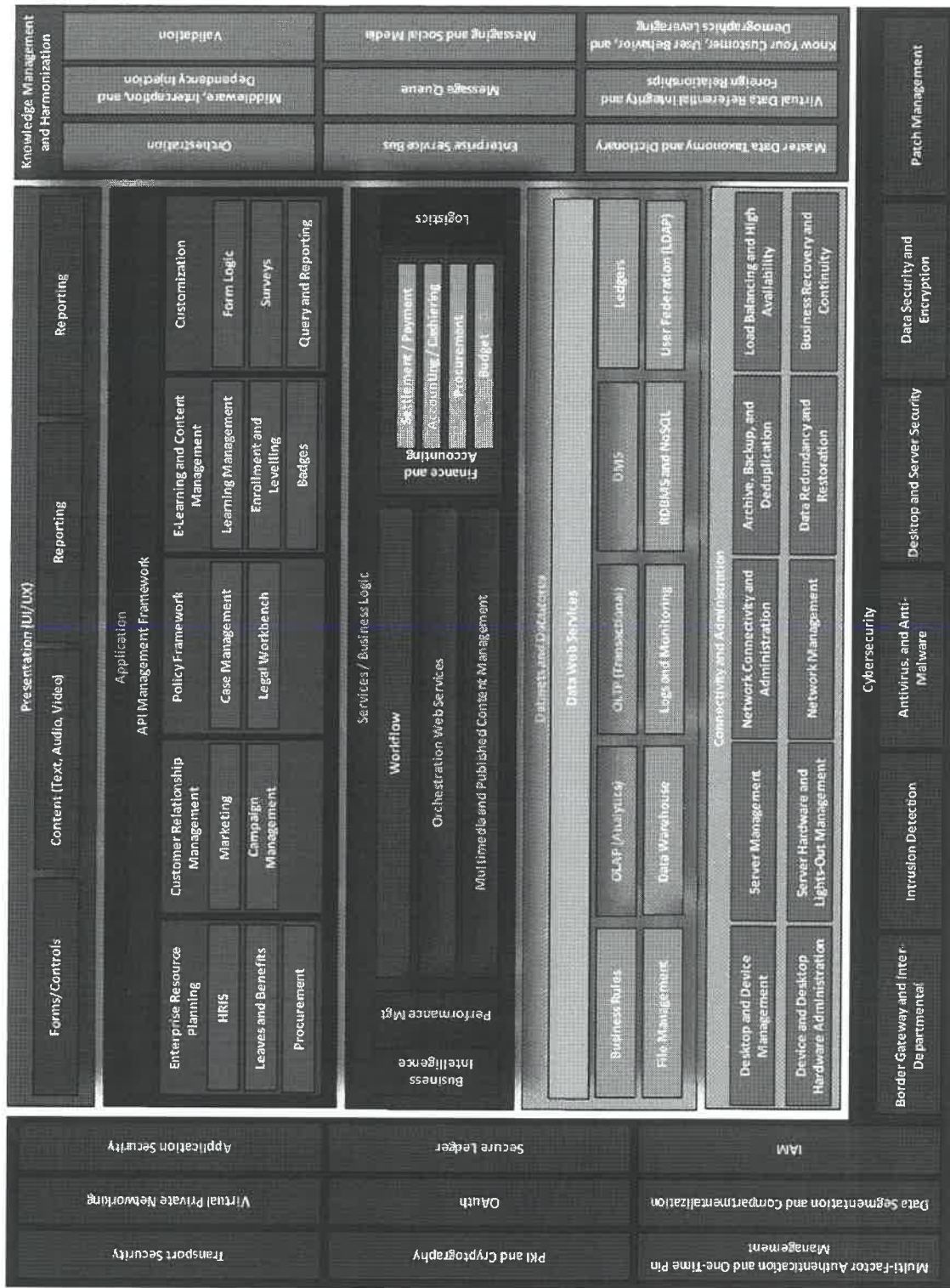
ACTIVITY	RESPONSIBILITY	DESCRIPTION
		
		<p>30. If the appeal to lift the suspension is not meritorious, it may be a ground for revocation</p>
		

ACTIVITY	RESPONSIBILITY	DESCRIPTION
		<p><i>If the regulated entity was issued an Order of Revocation instead of Suspension or it did not file a petition to lift the Order of Suspension within the prescribed period or if the appeal to lift the Order of Suspension was not approved</i></p>
<div data-bbox="204 696 568 797" style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Prepare Order of Revocation </div>	<p>Prepared by the Counsel Reviewed by the Assistant Director Approved by the Director</p>	
<div data-bbox="204 860 568 1021" style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Transmit Order of Revocation to the regulated entity </div>	<p>Support Staff</p>	<p>31. Transmitted to the Mailing Section/HRAD for mailing and/or personal delivery or through electronic mail.</p> <p>32. The regulated entity may file a Motion for Reconsideration within 15 days and if denied, it may file an appeal to the Commission En Banc.</p>
<div data-bbox="204 1137 568 1335" style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Prepare Memo to CRMD endorsing the regulated entity with revoked secondary license </div>	<p>Prepared by the Counsel Reviewed by the Assistant Director Approved by the Director</p>	
		

ACTIVITY	RESPONSIBILITY	DESCRIPTION
		
	Processor / Specialist / Examiner	33. Update the CIS/URDB to indicate in the database that the Secondary license of the regulated entity has been revoked.
		

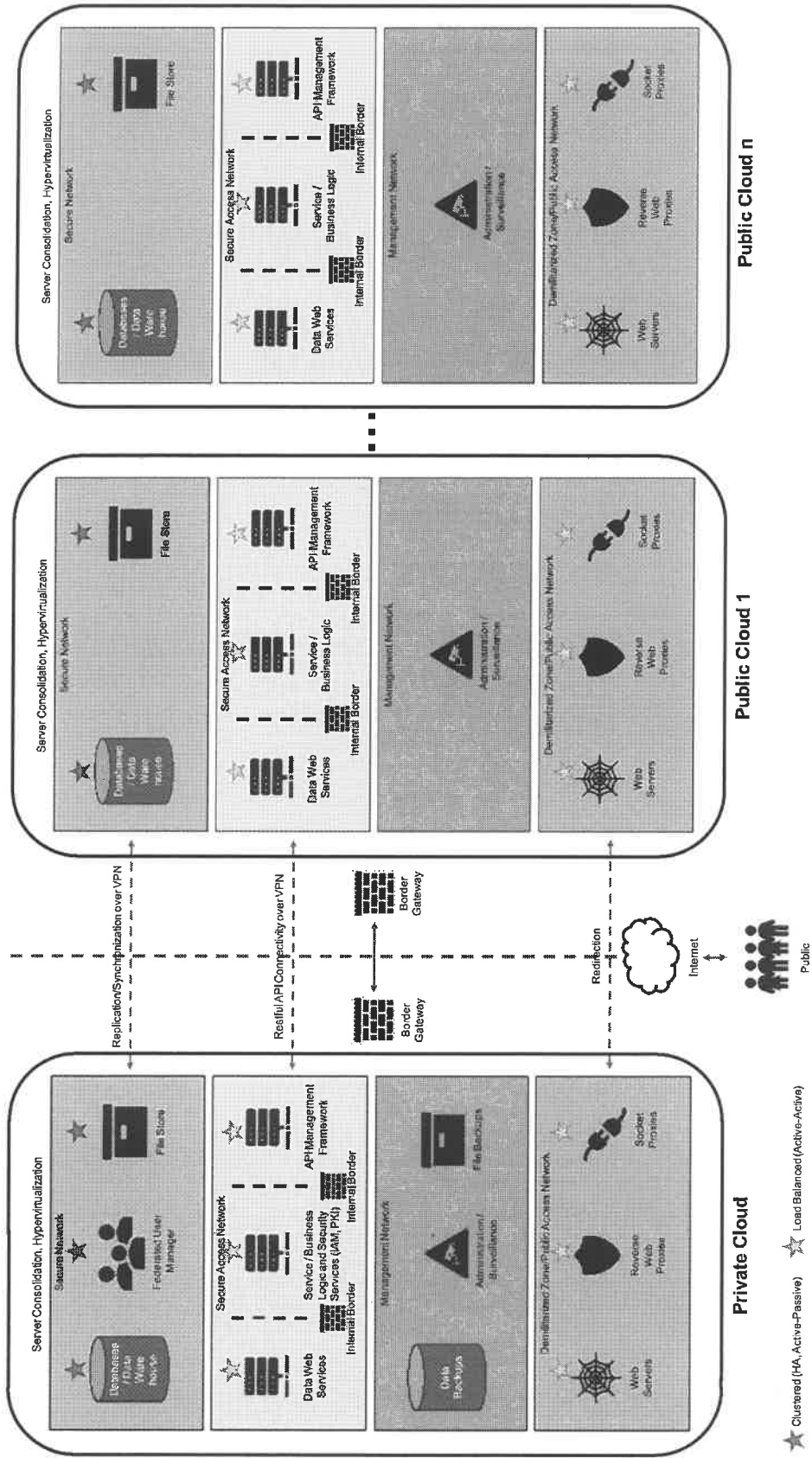
ANNEX D

ARCHITECTURE



Source: ICTD

DESIGN



Source: ICTD

ANNEX E

Company Investment and Financial Statistical Systems Data Elements From Forms

General Information Sheet

Data Elements
Par/Stated Value
Amount
% of Ownership
name
Nationality
Shares Subscribed - Type
Shares Subscribed -Number
Shares Subscribed -Amount
Shares Subscribed - % of Ownership
Amount Paid
Date of Annual Meeting Per By-Laws
Actual Date of Annual Meeting
Total Annual Compensation of Directors During the Preceding Fiscal Year
Group
No.
Date Accredited
Expiry Date
Company Name
SEC Registration No.
Principal Address
National Geographical Classification (NGC) Code
National Geographical Classification (NGC) Description
Philippine Standard Industrial Classification Code
Philippine Standard Industrial Classification Description
Group
No.
Date Accredited
Expiry Date
Business Address
Business Telephone No.
Fax No.
Email Address
Company Website
SEC Registration Registration Date
Authorized Capital Stock

Common Stock
Number of Shares - Common Stock
Preferred Stock
Number of Shares - Preferred Stock
Subscribed Capital Stock
Number of Shares - Subscribed Ordinary Shares
Number of Shares - Subscribed Preference Shares
Paid-up Capital Stock
Name
Nationality
Current Residential Address
Incorporator
Board
Sex
Stockholder
Officer
Executive Committee
Tax Identification Number
No. of Subsidiary/Affiliate
Company Name
SEC Registration No.
Address
Tax Identification Number
No. of Stockholders
No. of Stockholders with 100 or more shares each
No. of Stockholders with less than 100 shares each
Contact Person
President/CEO
Secretary
Auditor's Name
Secondary License Holder (Y/N)
AML Self Assessment (A) (Y/N)
CDO/KYC Compliance (B) (Y/N)
date filed
Nationality
No. of Stockholders
Type of Shares
Number of Shares

Financial Statements

Data Elements
AFS Receiving Officer
Signing Partner
Gross Revenue (Primary Income + Other Income)
Net Profit (Loss) After Tax (Net Profit (Loss) - Tax Expense)
Total Assets (Total Current Assets + Total Non-Current Assets)
Total Liabilities (Total Current Liabilities + Total Non-Current Liabilities)
Stockholders Equity (Issued & Outstanding Capital + Paid-in Capital + Retained Earnings - Treasury Stocks)
Auditor's Name
Group
No.
Date Accredited
Expiry Date
Primary Income
Gross Sales
Gross Service Revenue
Other Primary Income
Interest Income
Dividend Income
Realized Foreign Exchange Gain
Unrealized Foreign Exchange Gain
Gain on Sale
Rental Income
Service Income
Scrap Income
Financing income
Leasing Income
Direct Lending
Fair Value Gain
Professional Fee
Interest on Loans
Interest on Investments
Other Interest Income
Commission Income
Underwriting Income
Other Fee-based Income
Other Income
Net Sales/Services
Cost of Sales/Services

Gross Profit (Net Sales, Services - Cost of Sales/Services)
Other Income
Interest Income
Divident
Other Income/Gains
Total Income
Operating Expenses (Compesation Expenses + Office Expenses + Marketing Expenses)
Operating Profit (Gross Profit - Operating Expenses)
Salaries and Other Labor Cost
Depreciation & Amortization Expense
Rent & Insurance Expenses
Impairment Losses
Other Tax and License Expense
Interest Expense
Other Operating Expenses
Net Profit (Loss) Before Tax (Operating Income + Other Income - Non-operating Expenses/Losses)
Income Tax Expense/(Benefit)
Total Current Assets
Cash & Cash Assets
Financial Assets through Profit/Loss (Trading Securities)
Financial Assets through Other Comprehensive Income (Available for Sale Securities)
Financial Assets Amortized Cost (Held to Maturity Securities)
Other Short Term Investments
Total Current Trade and Receivables
Note Receivable
Dividend Receivable
Current Trade and Other Receivables
Current Trade Receivables
Current Other Receivables
Current Allowance for Impairment Loss on Receivables
Marketable Securities
Inventory
Total Other Current Assets
Total Non-Current Assets
Non-Current Assets
Non-Current Trade Receivables
Non-Current Other Receivables
Non-Current Allowance for Impairment Loss on Receivables
Total Long Term Investments and Other Assets
Total Long Term Investments
Financial Asset through Other Comprehensive Income (Available for Sale Securities)

Financial Asset at Amortized Cost (Held to Maturity Investment)
Investment in Associate and Subsidiaries (Including Joint Venture)
Investment Properties
Other Long-Term Investments
Deferred Tax Assets
Total Tangible Fixed Assets (PP&E)
Land
Building
Machineries and Equipment
Other Property, Plant and Equipment
Total Intangible Assets
Goodwill
Other Intangible Assets
Other Non-Current Assets
Total Current Liabilities
Short-Term Debt
Other Current Liabilities
Dividend Payable
Income Tax Payable
Current Portion of Long-Term Debts
Total Non-Current Liabilities
Long-Term Debts net of Current Portion
Other Long-term debt
Long Term Employee Benefits
Other Fixed Liabilities
Other Non-Current Liabilities
Trade and Other Payables (TOP)
TOP to Domestic Entities
TOP to Foreign Entities
Long-term Debt-Non-current Interest Bearing Liabilities (LTDNC)
LTDNC (Domestic Financial Institution)
LTDNC (Foreign Financial Institution)
Issued and Outstanding Capital
Additional Paid-up Capital
Retained Earnings (Deficit)
Unappropriated Retained Earnings
Other Equity Components
Total Cash Inflow/Outflow
Total Cash Inflow/Outflow Operating Activities
Total Cash Inflow/Outflow Investing Activities
Total Cash Inflow/Outflow Financing Activities

Income taxes paid
Interest paid
Interest Received
Depreciation Expense
Dividends Received
Dividends Declared but not Paid
Cash - Dividends Declared but not Paid
Property - Dividends Declared but not Paid
Stock - Dividends Declared but not Paid
Dividends Declared and Paid
Cash -Dividends Declared and Paid
Property - Dividends Declared and Paid
Stock - Dividends Declared and Paid
Authorized Capital Stock
Common Stock
Contact Person
Current Year
Previous Year
Current Year
Previous Year
Restated - Previous Year (Y/N)
Functional Currency Used
Date Filed - AFS

LCFS

Data Elements
SEC Registration Number
Company Type
PSIC
Company Name
Fax Number
Telephone Number
Current Address
Total Outstanding Balance Accounts copy
Total Outstanding Balance Amount copy
Total YTD Accounts copy
Total YTD Amount copy
Total Outstanding Balance Amount
Total Outstanding Balance Accounts
Income After Tax Current Year
Total Liabilities and Equity Previous Year
Total Liabilities and Equity Current Year
Equity Previous Year
Equity Current Year
Liabilities Previous Year
Liabilities Current Year
Assets Previous Year
Assets Current Year
Total YTD Amount
Total YTD Accounts

LCIF

Data Elements
Operating Expenses Previous YTD
SEC Registration Number
Company Name
PSIC
Company Type
Current Address
Telephone Number
Fax Number
Assets Current Year
Assets Previous Year
Loans and Receivables Current Year
Loans and Receivables Previous Year
Liabilities Current Year
Liabilities Previous Year
Equity Current Year
Equity Previous Year
Total Liabilities and Equity Current Year
Total Liabilities and Equity Previous Year
Revenue Current YTD
Revenue Previous YTD
Revenue Current Semester
Revenue Previous Semester
Operating Expenses Current YTD
Operating Expenses Current Semester
Operating Expenses Previous Semester
Non Operating Expenses Current YTD
Non Operating Expenses Previous YTD
Non Operating Expenses Current Semester
Non Operating Expenses Previous Semester
Net Income Loss Before Tax Current YTD
Net Income Loss Before Tax Previous YTD
Net Income Loss Before Tax Current Semester
Net Income Loss Before Tax Previous Semester
Income Tax Expense Current YTD
Income Tax Expense Previous YTD
Income Tax Expense Current Semester
Income Tax Expense Previous Semester
Income After Tax Current YTD
Income After Tax Previous YTD

Income After Tax Current Semester
Income After Tax Previous Semester
Receivables
Total Sum of Current and Past Due
Current Due
Total Past Due
Past Due Within One Year
Past Due Over One Year
Past Due Accounts Under Litigation

FCIF

Data Elements
Company Name
SEC Registration Number
PSIC
Company Type
Current Address
Telephone Number
Fax Number
Non Operating Expenses Previous Semester
Net Income Loss Before Tax Current YTD
Net Income Loss Before Tax Previous YTD
Net Income Loss Before Tax Current Semester
Net Income Loss Before Tax Previous Semester
Income Tax Expense Current YTD
Income Tax Expense Previous YTD
Past Due
Total YTD Direct Loans Amount
Total YTD Direct Loans Accounts
Total YTD Leasing Amount
Total YTD Leasing Accounts
Total YTD Receivable Financing Amount
Total YTD Receivable Financing Accounts
Total OB Direct Loans Amount
Total OB Direct Loans Accounts
Total OB Leasing Amount
Total OB Leasing Accounts
Total OB Receivable Financing Amount
Total OB Receivable Financing Accounts
Total YTD Amount
Total YTD Accounts
Total Outstanding Balance Amount
Total Outstanding Balance Accounts
Income Tax Expense Current Semester
Income Tax Expense Previous Semester
Income After Tax Current YTD
Income After Tax Previous YTD
Income After Tax Current Semester
Income After Tax Previous Semester
Receivables
Total Sum of Current and Past Due

Current Due
Total Past Due
Past Due Within One Year
Past Due Over One Year
Past Due Accounts Under Litigation
Assets Current Year
Assets Previous Year
Assets Trade and Other Receivables Current Year
Assets Trade and Other Receivables Previous Year
Liabilities Current Year
Liabilities Previous Year
Equity Current Year
Equity Previous Year
Total Liabilities and Equity Current Year
Total Liabilities and Equity Previous Year
Non Operating Expenses Current YTD
Non Operating Expenses Previous YTD
Non Operating Expenses Current Semester
Operating Expenses Previous YTD
Operating Expenses Current Semester
Operating Expenses Previous Semester
Revenue Current YTD
Revenue Previous YTD
Revenue Current Semester
Revenue Previous Semester
Operating Expenses Current YTD

FCFS

Data Elements
SEC Registration Number
Company Name
PSIC
Company Type
Current Address
Telephone Number
Fax Number
Income Tax Expense Current Year
Income Tax Expense Previous Year
Income After Tax Current Year
Income After Tax Previous Year
Revenue Current Year copy
Revenue Previous Year copy
Expenses Current Year
Expenses Previous Year
Receivables
Total Sum of Current and Past Due
Current Due
Total Past Due
Past Due Within One Year
Past Due Over One Year
Past Due Accounts Under Litigation
Total Outstanding Balance Accounts
Total Outstanding Balance Amount
Total YTD Accounts
Total YTD Amount
Revenue Previous Year
Assets Current Year
Assets Previous Year
Loans and Receivables Current Year
Loans and Receivables Previous Year
Liabilities Current Year
Liabilities Previous Year
Equity Current Year
Equity Previous Year
Total Liabilities and Equity Current Year
Total Liabilities and Equity Previous Year
Revenue Current Year
Operating Expenses Current Year

Operating Expenses Previous Year
Non Operating Expenses Current Year
Non Operating Expenses Previous Year
Net Income Loss Before Tax Current Year
Net Income Loss Before Tax Previous Year

ANNEX F

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112122018002203



SECURITIES AND EXCHANGE COMMISSION

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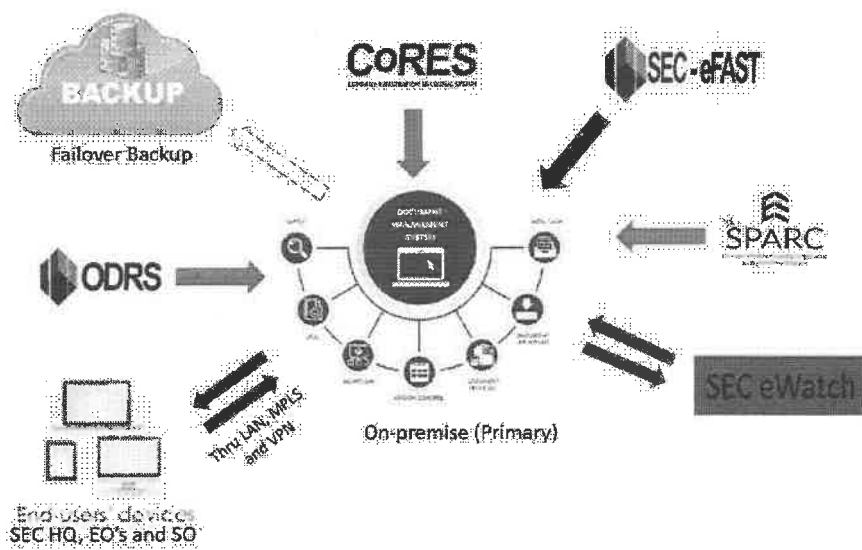
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ANNEX G



ANNEX H

Evaluation Criteria
(Shortlisting and
Technical)

Technical Evaluation Criteria

	CRITERIA	SCORE	%	%	POINTS
	I. Applicable experience of the consultant and members in case of joint ventures, considering both overall experiences of the company				20
	A. Firms Qualification			70	
	1. Must be in business of system integration/software development for at least 5 years		60		
	9 and above	100			
	7 to 8	85			
	5 to 6	70			
	Below 5	0			
	2. No. of similar projects (designing, developing/customization and supporting implementation of DMS and WMS)		35		
	3 and above	100			
	2	85			
	1	70			
	0	0			
	3. No. of data migration services project completed		5		
	6 and above	100			
	4 to 5	85			
	1 to 3	70			
	0	0			
	B. Work Experience (must be similar to designing, developing and supporting implementation of DMS/WMS)			30	
	1. Single largest completed project/s		40		
	More than the ABC	100			
	75% - 100% of the ABC	85			
	50% - 74% of the ABC	70			
	Below 50% of the ABC	55			
	2. Total value of the completed project/s		40		
	More than the ABC	100			
	75% - 100% of the ABC	85			
	50% - 74% of the ABC	70			
	Below 50% of the ABC	55			
	3. Total value of the on-going project/s		20		
	More than the ABC	100			

	75% - 100% of the ABC	85		
	50% - 74% of the ABC	70		
	Below 50% of the ABC	55		
II. Proposed Solution, Approach and Methodology and Workplan				50
A. Methodology				35
	Clarity (Well-defined approach and procedure)		25	
	Feasibility (Realistic / implementable /measurable / practicable)		25	
	Comprehensiveness (Responsiveness to the engagement)		25	
	Preciseness		25	
B. Oral Presentation/Proof of Concept				35
	Clarity (Well-defined approach and procedure)		25	
	Feasibility (Realistic / implementable /measurable / practicable)		25	
	Comprehensiveness (Responsiveness to the engagement)		25	
C. Modules/Functionalities Available				30
	Available (1pt for every functionality)			
	To be configured (.5pt for every functionality)			
	To be developed (.25pt for every functionality)			
III. Qualification of Key Personnel				30
A. Project Manager				10
	Education		25	
	Master's Degree (IT-related)	100		
	With Master's Degree Units (IT-related)	95		
	Bachelor's Degree (IT-related)	90		
	Master's Degree (Non-IT)	80		
	With Master's Degree Units (Non-IT)	70		
	Bachelor's Degree (Non-IT)	65		
	Experience in ICT Project Management as Lead/Deputy		50	
	7 years and above	100		
	6 years	90		
	5 years	80		
	Below 5 years	0		
	Trainings Attended on ICT or Project Management		20	
	161 man-hours and above	100		
	121 to 160 man-hours	90		
	81 to 120 man-hours	80		
	40 to 80 man-hours	70		

	Below 40 man-hours	0		
	Credentials / Certifications related to ICT or Project Management		5	
	4 and above	100		
	2 to 3	85		
	1	70		
	0	0		
B. Technical Manager			10	
	Education		25	
	Master's Degree (IT-related)	100		
	With Master's Degree Units (IT-related)	95		
	Bachelor's Degree (IT-related)	90		
	Master's Degree (Non-IT)	80		
	With Master's Degree Units (Non-IT)	70		
	Bachelor's Degree (Non-IT)	65		
	Experience in Technical Architecture as Lead/Deputy		50	
	7 years and above	100		
	6 years	85		
	5 years	70		
	Below 5 years	0		
	Trainings Attended on relevant training		25	
	161 man-hours and above	100		
	121 to 160 man-hours	90		
	81 to 120 man-hours	80		
	40 to 80 man-hours	70		
	Less than 40 man-hours	60		
C. Technical Architect			10	
	Education		25	
	Master's Degree (IT-related)	100		
	With Master's Degree Units (IT-related)	95		
	Bachelor's Degree (IT-related)	90		
	Master's Degree (Non-IT)	80		
	With Master's Degree Units (Non-IT)	70		
	Bachelor's Degree (Non-IT)	65		
	Experience in Technical Architecture as Lead/Deputy		50	
	7 years and above	100		
	6 years	85		
	5 years	70		
	Below 5 years	0		
	Trainings Attended on relevant training		25	

	161 man-hours and above	100		
	121 to 160 man-hours	90		
	81 to 120 man-hours	80		
	40 to 80 man-hours	70		
	Less than 40 man-hours	60		
D. UI/UX Designer				5
	Education		25	
	Bachelor's Degree (IT-related)	100		
	Bachelor's Degree (Non-IT)	50		
	Experience in UI/UX Design		50	
	5 years and above	100		
	4 years	85		
	3 years	70		
	Below 3 years	0		
	Trainings Attended relevant to UI/UX Design		25	
	161 man-hours and above	100		
	121 to 160 man-hours	90		
	81 to 120 man-hours	80		
	40 to 80 man-hours	70		
	Less than 40 man-hours	60		
E. Business Analyst				10
	Education		25	
	Bachelor's Degree (IT-related)	100		
	Bachelor's Degree (Non-IT)	50		
	Experience in business process analysis or systems analysis		50	
	5 years and above	100		
	4 years	85		
	3 years	70		
	Below 3 years	0		
	Trainings Attended on relevant business or system analysis		25	
	161 man-hours and above	100		
	121 to 160 man-hours	90		
	81 to 120 man-hours	80		
	40 to 80 man-hours	70		
	Less than 40 man-hours	60		
F. Quality Assurance Engineer				5
	Education		25	
	Bachelor's Degree (IT-related)	100		
	Bachelor's Degree (Non-IT)	50		

	Experience in quality assurance or system testing or as Lead or Deputy		50		
	5 years and above	100			
	4 years	85			
	3 years	70			
	Below 3 years	0			
	Trainings Attended on ICT		25		
	161 man-hours and above	100			
	121 to 160 man-hours	90			
	81 to 120 man-hours	80			
	40 to 80 man-hours	70			
	Less than 40 man-hours	60			
G. Systems Engineer/Systems Administrator				10	
	Education		25		
	Bachelor's Degree (IT-related)	100			
	Bachelor's Degree (Non-IT)	50			
	Experience in systems administration/systems engineering		50		
	5 years and above	100			
	4 years	85			
	3 years	70			
	Below 3 years	0			
	Trainings Attended on systems administration/systems engineering formal training		20		
	161 man-hours and above	100			
	121 to 160 man-hours	90			
	81 to 120 man-hours	80			
	40 to 80 man-hours	70			
	Less than 40 man-hours	60			
	Credentials / Certifications related to ICT		5		
	4 and above	100			
	2 to 3	85			
	1	70			
	0	0			
H. Network Engineer/Network Administrator				10	
	Education		25		
	Bachelor's Degree (IT-related)	100			
	Bachelor's Degree (Non-IT)	50			
	Experience in network administration/network engineering		50		
	5 years and above	100			
	4 years	85			

	3 years	70		
	Below 3 years	0		
	Trainings Attended on network administration/network engineering formal training		20	
	161 man-hours and above	100		
	121 to 160 man-hours	90		
	81 to 120 man-hours	80		
	40 to 80 man-hours	70		
	Less than 40 man-hours	60		
	Credentials / Certifications related to network administration/network engineering		5	
	4 and above	100		
	2 to 3	85		
	1	70		
	0	0		
I. Database Administrator			10	
	Education		25	
	Bachelor's Degree (IT-related)	100		
	Bachelor's Degree (Non-IT)	50		
	Experience in database administration		50	
	5 years and above	100		
	4 years	85		
	3 years	70		
	Below 3 years	0		
	Trainings Attended on database administration formal training		20	
	161 man-hours and above	100		
	121 to 160 man-hours	90		
	81 to 120 man-hours	80		
	40 to 80 man-hours	70		
	Less than 40 man-hours	60		
	Credentials / Certifications related to database administration		5	
	4 and above	100		
	2 to 3	85		
	1	70		
	0	0		
J. Team Lead/Senior Software Developer			10	
	Education		25	
	Bachelor's Degree (IT-related)	100		
	Bachelor's Degree (Non-IT)	50		

	Experience in software development		50		
	8 years and above	100			
	6 to 7 years	85			
	5 years	70			
	Below 5 years	0			
	Trainings Attended on relevant software development formal training		20		
	161 man-hours and above	100			
	121 to 160 man-hours	90			
	81 to 120 man-hours	80			
	40 to 80 man-hours	70			
	Less than 40 man-hours	60			
	Credentials / Certifications related/relevant to software development		5		
	4 and above	100			
	2 to 3	85			
	1	70			
	0	0			
K. Software Developer				10	
	Education		25		
	Bachelor's Degree (IT-related)	100			
	Bachelor's Degree (Non-IT)	50			
	Experience in software development		50		
	5 years and above	100			
	4 years	85			
	3 years	70			
	Below 3 years	0			
	Trainings Attended on relevant software development		20		
	161 man-hours and above	100			
	121 to 160 man-hours	90			
	81 to 120 man-hours	80			
	40 to 80 man-hours	70			
	Less than 40 man-hours	60			
	Credentials / Certifications related to software development		5		
	4 and above	100			
	2 to 3	85			
	1	70			
	0	0			
			TOTAL	100	