

BIDDING DOCUMENTS

SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)

Public Bidding No. PB-005-2019

**Fifth Edition
August 2016**

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Section I. Invitation to Bid



INVITATION TO BID

FOR THE

SUPPLY, DELIVERY, IMPLEMENTATION, AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)

PUBLIC BIDDING NO. PB-005-2019

FUNDING SOURCE: Government of the Philippines (GOP) through 2019 *Approved Budget of the Procurement Service (PS)*

- The **PROCUREMENT SERVICE** invites PhilGEPS registered suppliers to bid for the following items:

Lot	Item/Description	Quantity	Approved Budget for the Contract (ABC)	Price of Bidding Documents	Delivery Period
1	Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)	1 lot	₱233,178,153.60	₱24,000.00	Please refer to Section VI. Schedule of Requirements

Bidders should have completed, within *Five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

- The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	September 3, 2019
Issuance and Availability of Bid Documents	September 3, 2019
Pre-Bid Conference	September 11, 2019; 1:30 PM
Last Day of Submission of Written Clarifications	September 16, 2019; 12:00 NN
Last Day of Issuance of Supplemental Bid Bulletin	September 18, 2019
Deadline for Submission of Bids	September 25, 2019; 1:30 PM
Opening of Bids	Immediately after the deadline for submission of Bids

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from Procurement Division-I and inspect the Bidding Documents at the address given below.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the Procurement Division-I and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated above.

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


6. The Procurement Service will hold a Pre-Bid Conference *on September 11, 2019; 1:30PM* at *Procurement Service Conference Room, RR Road, Cristobal St., Paco, Manila* which shall be open to prospective bidders.
7. Bids must be duly received by the Internal BAC Secretariat at the address below on or before *September 25, 2019; 1:30PM*. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bids shall be opened immediately thereafter at *Procurement Service Conference Room, RR Road, Cristobal St., Paco, Manila*. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

8. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2nd floor lobby.
9. The Procurement Service reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

PS-Internal Bids and Awards Committee
Secretariat, Internal BAC
General Administrative Division
2nd Floor, PS Complex
Procurement Service-PhilGEPS
Cristobal Street, Paco, Manila
internal-bacsec@ps-philgeps.gov.ph


ROSA MARIA M. CLEMENTE
Chairperson, Internal Bids and Awards Committee

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and the basis of evaluation of lots is described in **ITB** Clause 28.m

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. 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 actions of any such official in the procurement process or in contract execution; entering, on behalf of the government, 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 RA 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 bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;

- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

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

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporation duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder 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 the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
- (a) 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;

- (b) 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;
- (c) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (d) 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 and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (e) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (f) 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
- (g) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any

person or official, personnel or representative of the government in relation to any procurement project or activity.

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder 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.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of 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, subject to **ITB** Clause 27.1.

8. Subcontracts

- 1.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods 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 Bidder from any liability or obligation that may arise from the contract for this Project.
- 1.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any

subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

- 1.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) 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 Bidders' questions on the technical and financial components of this Project.

(b) 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 posting of the invitation to bid/bidding documents in the PhilGEPS website. 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, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder 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.

- 9.3. 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.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such 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.

- 10.2. 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.
- 10.3. 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.
- 10.4. 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 Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders 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 23.

C. Preparation of Bids

11. 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.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 1.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
 - (a) Eligibility Documents –
Class "A" Documents:
 - (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under

Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) 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
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

2. Documents Comprising the Bid: Financial Component

- 2.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 2.2.
 - (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
 - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision

and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

3. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

4. Bid Prices

- 4.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 4.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 4.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

- 4.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 4.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

5. Bid Currencies

- 5.1. Prices shall be quoted in the following currencies:
 - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency (ies) stated 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 as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 5.2. If so allowed in accordance with **ITB** Clause 16.1, 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 foregoing exchange rates.
- 5.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

6. Bid Validity

- 6.1. 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.
- 6.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders 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 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

7. Bid Security

- 7.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the 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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><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></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.</p> <p><i>For biddings conducted by LGUs, 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>	Two percent (2%)
<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>	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 33.2, 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.

- 7.2. 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.
- 7.3. No bid securities shall be returned to Bidders 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 upon the lapse of the period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) 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 18.2.
- 7.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 7.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) 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 Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

8. Format and Signing of Bids

- 8.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 8.2. Forms as mentioned in **ITB** Clause 19.1 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.
- 8.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder 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.
- 8.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 8.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

9. Sealing and Marking of Bids

- 9.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 9.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 9.3. 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.
- 9.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (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 21.
- 9.5. 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

10. 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**.

11. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, 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 Bidder's name, its representative and the time the late bid was submitted.

12. Modification and Withdrawal of Bids

- 12.1. The Bidder 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 Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, 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 Bidder unopened.
- 23.2 A Bidder 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 duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 12.2. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, 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 Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 12.3. 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 Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

13. Opening and Preliminary Examination of Bids

- 13.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, 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 of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 13.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, 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".
- 13.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 13.4. 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 Bidder unopened.
- 13.5. 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.
- 13.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 13.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

- 13.8. 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.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover the cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

14. Process to be Confidential

- 14.1. 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 bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 14.2. 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 Bidder's bid.

15. Clarification of Bids

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

16. Domestic Preference

- 16.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 16.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

17. Detailed Evaluation and Comparison of Bids

- 17.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 17.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 17.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid

modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 17.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 17.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 17.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 17.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

18. Post-Qualification

- 18.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 18.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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.

- 18.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, 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.
- 18.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 18.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 18.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 18.7. 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 Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated 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.

19. Reservation Clause

- 19.1. Notwithstanding the eligibility or post-qualification of a Bidder, 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 Bidder, or that there has been a change in the Bidder's capability to undertake the 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 Bidder 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 Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 19.2. 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.
- 19.3. 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 fail post-qualification; or
 - (d) The bidder with the LCRB 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

20. Contract Award

- 20.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 20.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must

be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 20.3. 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 ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 20.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in **Error! Reference source not found.**

21. Signing of the Contract

- 21.1. 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.
- 21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 21.3. 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.
- 21.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) 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;

- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

22. Performance Security

22.1. To guarantee the faithful performance by the winning Bidder 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.

22.2. 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 (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>When 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>	Five percent (5%)
<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.</p> <p><i>When 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>	Thirty percent (30%)

22.3. Failure of the successful Bidder 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 and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

23. Notice to Proceed

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 (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

24. Protest Mechanism

Decisions 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

Bid Data Sheet

ITB Clause							
1.1	<p>The Procuring Entity is Procurement Service.</p> <p>1.0 The name of the Contract is “SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)”</p>						
1.2	<p>The lot and reference is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Item/ Description</th> <th style="text-align: center;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1 Lot</td> <td style="text-align: center;">Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)</td> <td style="text-align: center;">P 233,178,153.60</td> </tr> </tbody> </table>	Quantity	Item/ Description	Approved Budget for the Contract	1 Lot	Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)	P 233,178,153.60
Quantity	Item/ Description	Approved Budget for the Contract					
1 Lot	Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)	P 233,178,153.60					
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>Approved Budget of the Procurement Service (PS)</i>.</p> <p>The name of the Project is: “SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)”</p>						
3.1	No further instructions.						
5.1	No further instructions.						
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.						
5.4	<p>In view of the determination by the Procuring Entity that imposition of the provisions of Section 23.4.1.3 of the IRR of RA 9184 will likely result to “failure of bidding” or “monopoly that will defeat the purpose of public bidding”, the Bidder should comply with the following requirements:</p> <p>a) Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; and</p> <p>b) The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.</p> <p>For this purpose, similar contracts shall refer to <u>any contract for Web-enabled ERP system</u>. The PS-BAC shall consider the submissions of the</p>						

	<p>bidder under ITB Clause 12.1a (ii.9) in relation to BDS Clause 12.1(a)(ii) in the determination of the bidder's completed largest single contract.</p> <p>The bidder with the lowest calculated bid (LCB) shall submit, within five (5) calendar days from receipt of Notice from the PS BAC, proof of statement of single largest contract, which shall be copy of any verifiable document(s) such as but not limited to the following (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on <u>September 11, 2019; 1:30 PM</u> at PS Conference Room, PS Complex, RR Road, Cristobal St., Paco, Manila.
10.1	<p>The Procuring Entity's address is:</p> <p>PS-Internal Bids and Awards Committee <i>Secretariat, Internal BAC</i> <i>General Administrative Division</i> <i>2nd Floor, PS Complex</i> <i>Procurement Service-PhilGEPS</i> <i>Cristobal Street, Paco, Manila</i> <i>internal-bacsec@ps-philgeps.gov.ph</i></p>
12.1(a)	<p>The valid PhilGEPS Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. The bidder shall submit certified true copies of the updated documents with the Certificate of Registration should Annex A of the said certificate reflect otherwise.</p> <p>Notwithstanding the above requirements, the bidder may opt to submit the following eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership):</p> <ol style="list-style-type: none"> a. Business Registration b. 2019 Mayor's Permit is required in this bidding. c. 2018 Audited Financial Statement d. Valid and current Tax Clearance <p>In the latter case, the bidder shall submit a valid and updated PhilGEPS Registration Certificate as part of post-qualification documents.</p>
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids.

	<p>The statement of all ongoing contracts and awarded, but not yet started contracts, may or may not be similar to the project as of the day before the deadline for submission of bids.</p> <p>Bidders shall submit separate statements for: (1) single largest similar completed contract/s; similar to the contract to be bid and (2) all on-going contracts and awarded but not yet started contracts.</p> <p>Attached as Annexes "C" and "C-1" in Section VIII. Bidding Forms are the standard forms for this requirement including the instructions and guidelines in the accomplishment of said forms.</p>										
13.1	No additional requirements.										
13.1(b)	No further instructions.										
13.1(c)	No additional requirements.										
13.2	The ABC is P 233,178,153.60 bid with a financial component exceeding this amount shall not be accepted.										
15.4(a)(iv)	No incidental services are required.										
15.4(b)	No incidental services are required.										
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.										
16.3	Not applicable.										
17.1	Bids will be valid for one hundred twenty (120) calendar days from opening of bids.										
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Item/Description</th> <th>Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2%)</th> <th>Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th> <th>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supply, Delivery, Implementation and Maintenance of an Enterprise Resource</td> <td>P 4,663,563.07</td> <td>P 11,658,907.68</td> <td>Please see Section VIII attached as</td> </tr> </tbody> </table>	Lot No.	Item/Description	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	1	Supply, Delivery, Implementation and Maintenance of an Enterprise Resource	P 4,663,563.07	P 11,658,907.68	Please see Section VIII attached as
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1	Supply, Delivery, Implementation and Maintenance of an Enterprise Resource	P 4,663,563.07	P 11,658,907.68	Please see Section VIII attached as							

	Planning System (ERP)		Annex "H"
	The bid security shall be payable to PROCUREMENT SERVICE .		
18.2	The bid security shall be valid for One Hundred Twenty (120) Calendar Days from opening of bids.		
20.3	<p>Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.</p> <p>The duplicate-i.e. copy 1, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p>		
21	<p>The address for submission of bids is:</p> <p>PS-Internal Bids and Awards Committee <i>Secretariat, Internal BAC</i> <i>General Administrative Division</i> <i>2nd Floor, PS Complex</i> <i>Procurement Service-PhilGEPS</i> <i>Cristobal Street, Paco, Manila</i> <i>internal-bacsec@ps-philgeps.gov.ph</i></p> <p>The deadline for submission of bids is <u>September 25, 2019; 1:30PM</u></p>		
24.1	<p>The place of bid opening is:</p> <p><i>PS Conference Room</i> <i>2nd Floor, PS Complex,</i> <i>RR Road, Cristobal St.,</i> <i>Paco, Manila</i></p> <p>The bid opening will be held immediately after the deadline of submission of bids.</p> <p>During the opening of bids only the authorized representative shall be allowed to assist in the opening of bids. In case the authorized representative is not present, any representative of the authorized representative may be allowed to assist in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided that the authorized representative is duly authorized to issue such further authority and the same is reflected in the Board Resolution and/or Secretary's Certificate.</p>		
24.2	No further instructions.		

24.3	No further instructions.						
27.1	No further instructions.						
28.3 (a)	<p>Grouping and Evaluation of Lots –</p> <p><i>All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <table border="1" data-bbox="432 768 1407 1025"> <thead> <tr> <th data-bbox="432 768 619 840">Quantity</th> <th data-bbox="619 768 1082 840">Item/ Description</th> <th data-bbox="1082 768 1407 840">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 840 619 1025">1 lot</td> <td data-bbox="619 840 1082 1025">Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)</td> <td data-bbox="1082 840 1407 1025">P 233,178,153.60</td> </tr> </tbody> </table>	Quantity	Item/ Description	Approved Budget for the Contract	1 lot	Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)	P 233,178,153.60
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1 lot	Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)	P 233,178,153.60					
28.4	No further instructions.						
29.2	<p>No licenses and permits required.</p> <p>The following income and business tax returns are required to be submitted within five (5) calendar days from receipt of notice from the BAC:</p> <ol style="list-style-type: none"> 1. Latest Income Tax Returns for year 2018 (BIR Form 1701 or 1702); and 2. Latest Value Added Tax Returns (Form 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) within the last six months. <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</i></p> <p>For purposes of Post-qualification, the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion; 						

	<ol style="list-style-type: none"> 2. Certification as a Certified Partner of the proposed solution; 3. Submission of evidence¹ as proof of compliance with the bidder's actual offer; and 4. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids. <p><i>Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
32.4(f)	No additional requirements.

¹*In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.*

Section IV. General Conditions of Contract

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1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this Section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
 - (h) “The Procuring Entity’s country” is the Philippines.
 - (i) “The Supplier” means the individual contractor, manufacturer, distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
 - (j) The “Funding Source” means the organization named in the SCC.
 - (k) “The Project Site,” where applicable, means the place or places named in the SCC.
 - (l) “Day” means calendar day.
 - (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
 - (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the 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 it 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 Government, 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.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. 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. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. 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, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notices hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in **Error! Reference source not found.**
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the

Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from the signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid

until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. 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 successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favour of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5. 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.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.3. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.4. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.3, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in **Error! Reference source not found.**
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, 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, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. 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 Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavourable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods 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 Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, 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 Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government 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.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for 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 Implementing Unit 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 Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this 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 Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier 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;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) 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 Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) 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; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause							
1.1(g)	The Procuring Entity is Procurement Service.						
1.1(i)	The Supplier is _____.						
1.1(j)	<p>The Funding Source is the Government of the Philippines (GOP) through <i>Approved Budget of the Procurement Service (PS)</i> in the amount of:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th style="width: 15%;">Quantity</th> <th style="width: 55%;">Item/ Description</th> <th style="width: 30%;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1 Lot</td> <td>Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)</td> <td style="text-align: center;">P-233,178,153.60</td> </tr> </tbody> </table>	Quantity	Item/ Description	Approved Budget for the Contract	1 Lot	Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)	P-233,178,153.60
Quantity	Item/ Description	Approved Budget for the Contract					
1 Lot	Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)	P-233,178,153.60					
1.1(k)	<p>The Project Site is:</p> <p>Procurement Service (PS) Complex <i>RR Road, Cristobal Street, Paco, Manila</i></p> <p>Contact Person/s:</p> <p>DIR. ARIEL R. CUNANAN OIC – Director, Operations Group</p> <p>MR. ULYSSES H. DELA CRUZ Division Chief, ITRPD</p>						
2.1	No further instructions.						
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p>OFFICE OF THE EXECUTIVE DIRECTOR Procurement Service Ground Floor, PS Complex, RR Road Cristobal St., Paco, Manila</p> <p>The Supplier’s address for Notices is:</p> <p>_____</p> <p>_____</p> <p>_____</p>						

6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods Supplied from Abroad, the delivery terms applicable to the Contract are DDP delivered to the above project site. In accordance with INCOTERMS.</p> <p>For Goods Supplied from Within the Philippines, the delivery terms applicable to this Contract are delivered to the above project site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier’s factory inspection report; (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is _____.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Schedule of Requirements:

Select appropriate requirements and delete the rest.

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *5years*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *1 month* of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final

destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is <i>one (1) month</i> .
21.1	<i>if the Supplier is a joint venture:</i> All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section VI. Schedule of Requirements

Schedule of Requirements

Lot	Description	Quantity	Delivery Period
1	SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)	1 LOT	Refer to the condition/s stated on the attached Terms of Reference

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company

Signature over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

LOT 1 : **SUPPLY, DELIVERY, IMPLEMENTATION, AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)**
QUANTITY : **1 Lot**
APPROVED BUDGET FOR THE CONTRACT : **P-233,178,153.60**

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
<p>SUPPLY, DELIVERY, IMPLEMENTATION, AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)</p> <ul style="list-style-type: none"> - <i>Conforms to the Terms and Conditions on the attached Terms of Reference</i> - <i>Conforms to the attached ERP Functional Requirements</i> 	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company / Bidder

Signature Over Printed Name
of Authorized Representative

Date

TERMS OF REFERENCE

SUPPLY, DELIVERY, IMPLEMENTATION, AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)

1. Background

The PS-PhilGEPS is mandated by law to operate a government-wide procurement system for common-use supplies and equipment for all government agencies and to manage and operate the PhilGEPS system. With the use of Information and Communications Technology (ICT), the PS-PhilGEPS will become the Purchaser of Choice of the government agencies, and provide operational efficiency to ensure accessibility and convenience in government procurement by striving for innovations in the supply chain and distribution systems.

Currently, the Procurement Service-PhilGEPS utilizes different systems that are not fully integrated with each other such as Budget and Treasury Management System (BTMS) used for budgeting and accounting, Financial and Accounting System (FACT) used in the processing of collections and deliveries, payments of agencies and suppliers; and the Regional Database System (ReDDS) that is being used by some of the Regional Depots and Sub-Depots, and other related systems.

The PS-PhilGEPS incorporated in the Information Systems Strategic Plan (ISSP) the plan to implement an Enterprise Resource Planning System (ERP).

In view of this, the PS-PhilGEPS has decided to procure and implement a system for the use of the Main Office and its Regional Depots through the conduct of public bidding for the *“Supply, Delivery, Implementation, and Maintenance of an Enterprise Resource Planning System (ERP)”*.

2. Objectives

The implementation of an ERP system is intended to achieve the following objectives:

- a. Supply and delivery of Commercial off-the-shelf (COTS) Enterprise Resource Planning (ERP) system.
- b. Provide complete interoperability between the Enterprise Resource Planning System (ERP) and the following systems:
 1. **Budget and Treasury Management System (BTMS)** - Integrated system for public financial management operations of the Government of the Philippines (GOP);
 2. **Virtual Store (VS)** - the online platform for the Procurement Service and procuring agencies to conduct business on common use items;
 3. **Human Resource Information System (HRIS)** - software or online solution that is used for data entry, data tracking and data information requirements of an organization's human resources (HR) management, payroll and bookkeeping operations
 4. **and other existing and future systems (Please see Annex C).**
- c. Ensure 100% migration of any existing data that may be used by the ERP.
- d. Eliminate standalone business processing systems, independent tracking mechanisms, redundant data entry processes, and paper intensive manual processes.
- e. Provide artificial intelligence and machine learning automation capabilities to enhance analysis, forecasting, and reporting functionalities as well as improve the customer experience of users via different channels (i.e. web, chat, voice, email, online messaging)
- f. Establish a foundation for implementing new systems in the future.
- g. Ensure adoption of ERP system by providing the expertise and resources needed for project management, change management, knowledge transfer, and other pertinent activities.
- h. Ensure capability to move to a different cloud platform as the need arises.

3. Scope of Work

a. General Work

PS-PhilGEPS is soliciting proposals for a comprehensive Enterprise Resource Planning (ERP) system that not only meets the requirements stated in this TOR document but is also flexible and scalable to meet its future business and technology needs. The purpose of the TOR is to provide interested vendors with sufficient information to enable them to develop and submit proposals for application software that will fulfill the specified information processing needs. PS-PhilGEPS is looking for a system that integrates the following modules stated in **APPENDIX A** with a perpetual license for 200 enterprise users. The subscription will be for the cloud environment while the license is perpetually owned by PS-PhilGEPS.

The final scope of a new system and the timeline for its purchase and implementation will depend on the final evaluation of PS-PhilGEPS team based on the response of the vendor for each requirement specified in this TOR.

b. Specific Work

- i. Submission of project management plan including detailed implementation methodology and project timeline.
- ii. Detailed study of current systems and processes including software and technical infrastructure. Expected output is to provide best practices recommendations and gap analysis based on the review of the PS business process.
- iii. Implement the ERP in accordance to **Appendix A** and comply with the Service Level Standards as specified in Annex A and Service Level Agreements as specified in Annex B.
- iv. Supply, deliver, and implement an ERP system as specified in specific functionalities/features stated in **Appendix A**.
- v. Comprehensive end to end integrated solution testing which includes software, database and technical infrastructure
- vi. Migration of existing database and/or information to the new system.
- vii. Develop forms and reports that are identified by PS-PhilGEPS during the process review and assessment
- viii. Design cognitive AI models for process workflows
- ix. Design AI interaction (chat model) for improved workflow
- x. Design AI process and chat support
- xi. Provide change management support such as communication plan, awareness plan, training plan, and other related activities to ensure adoption of the new system.

4. Output/Deliverables

The following outputs/deliverables shall be accomplished within the target timelines:

- a. Project Management Plan (including Communication Plan, Deployment Plan, Transition/Migration Plan, Training Plan, Disaster and Recovery Plan, Architectural Enhancement Plan & Change Management Plan)
- b. System Requirements Definition
- c. Final Proposed Solution Document
- d. Customization, Configuration and Deployment of ERP.
- e. User Acceptance Report (Test Results including integration testing, test scenarios and Testing Strategy Document)
- f. Go "Live" including Deployment to Production Strategy Document
- g. Conduct Functional and Technical Trainings / Knowledge Transfer

- h. Complete documentation of technical reference guide, user's manual and all modified features, enhancements and reports.
- i. Proposed cloud infrastructure
- j. Security Operations Control
- k. Data Privacy Act documentation requirement
- l. Data Privacy Compliance checklist
- m. Two (2) years Maintenance and Operational Support for ERP. Solution Infrastructure should conform with the Service Level Standards (SLS) as set forth in Annex "A".

5. Service Provider / Solution Qualifications

The Service Provider / Solution must satisfy the following minimum qualifications:

- a. The Service and Solution Provider must be in the Information and Communication Technology (ICT) business for at least ten (10) years.
- b. The Service Provider must be a Certified partner of solution proposed and has undertaken ERP projects either local or foreign. Should include personnel with experience and appropriate skills in one of the following:
 - i. ERP
 - ii. Intelligent Automation
 - iii. Natural Language Programming
 - iv. Machine Learning
- c. The Principal Software Solution must have a registered Philippines office that has been in operation for at least three (3) years.
- d. The Service Provider must have implemented at least three (3) projects within the last five (5) years comprising the following components:
 - i. Design, development/customization/enhancements and deployment of a web-enabled ERP system;
 - ii. Systems integration with existing and new applications;
 - iii. The Service Provider should have a dedicated Project Team deployed in the PS premises for the duration of the project. The project team should be composed of at least the following personnel:
 - i. **Project Manager** - Responsible in the overall monitoring of the project and will be in-charge of delivering the project requirements. The PM is the point person for all correspondence regarding any changes or customizations that will be required by PS-PhilGEPS.
 - ii. **Business Analyst**- Responsible in determining and managing the business requirements of the PS-PhilGEPS' users
 - iii. **Quality Assurance** - Responsible in managing the QA Team and ensuring that the system delivered are acceptable by the users
 - iv. **Change Management** - Responsible in providing guidance and training to users
 - v. **Technical Support** - provide end-user troubleshooting and configuration.

6. Guidelines

By submitting a proposal, interested parties duly acknowledge that:

- a. This TOR is a request for software, technical infrastructure, implementation and training services. As such, the primary software vendor will serve as the primary contract for the entire engagement. Proposal from software firms without the other components will not be entertained nor proposal from implementation firms alone.
- b. PS-PhilGEPS reserves the right to reject any or all proposals if it determines that the proposals have not met the requirements of this TOR or if deemed that the proposals are not in the best interest of the organization. PS-PhilGEPS also reserves the right to reconsider any submitted

proposal at any phase of the evaluation process. It reserves the right to meet with any of the service providers at any phase of the evaluation process to gather additional information. Lastly, PS-PhilGEPS reserves the right to add or delete any functionality until the final contract signing.

- c. Each vendor agrees that the pricing and terms submitted in the proposal for this engagement shall remain firm, fixed and valid for a period of two (2) years from the date PS-PhilGEPS receives the proposal. The same pricing shall be firm, fixed and valid for the entire duration of the engagement unless otherwise agreed mutually by PS-PhilGEPS and the winning service provider.
- d. PS-PhilGEPS shall not be held responsible for any cost incurred by the proposer for the preparation and submission of its proposal.
- e. Should any of the proposer find discrepancies or ambiguities in this TOR, the proposer should immediately request in writing an interpretation from PS-PhilGEPS team. Any changes, additions, deletions or clarifications to TOR shall be made via written addendum to the TOR and will be made available to all prospective proposers. Questions answered by a formal written addendum will be binding and oral or other interpretations or clarifications will be without legal effect.
- f. All information including specifications, processes, reports and data gathered by each proposer shall be treated with utmost confidentiality. The proposer shall not disclose any information or use in any form without the written consent of PS-PhilGEPS.
- g. A two-year warranty provision is expected on software and implementation services from the winning service provider. It is assumed that the proposers have priced their services to include this warranty provision. The extent of warranty provision will be evaluated as part of the evaluation process.

7. Payment Schedule

The table below shows the Payment Schedule with the deliverables and corresponding percentage.

Deliverables	Percentage of Contract Price
Project Management Plan	5% upon acceptance of the final PMP
Systems Requirements Definition	5% upon acceptance of the final document
Go Live and User Acceptance of the following modules: Financials, Controlling, Procurement, Sales & Distribution, Materials and Inventory Mgt., Warehouse Mgt., Project	15% upon acceptance of the final document
Go Live and User Acceptance of the following modules/services: Process automation using Cognitive AI, External Customers Engagement via Chatbots	15% upon acceptance of the final document
Go Live and User Acceptance of the following modules/services: Enterprise Asset Management, Customer Interaction Module, Dashboards	15% upon acceptance of the final document

Go Live and User Acceptance of Interoperability of ERP to Budget and Treasury Management System (BTMS), the Virtual Store (VS), Human Resource Information System (HRIS)	1% upon acceptance of the final
Knowledge Transfer (Training, User Manual)	5% upon completion of training
Two (2)-year Maintenance and Support	30% spread monthly (starting the 2nd Month after stabilization of system)

8. Proposed Project Schedule

ERP is estimated to be completed within six (3) quarters with the proposed implementation of modules below:

MODULES / ACTIVITIES	1 st month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month	7 th - 9 th
Project Management Plan							
Change Management							
Financials, Controlling, Procurement, Sales & Distribution, Materials and Inventory Mgt., Warehouse Mgt., Project Mgt.							
> Scoping and Blueprinting							
> Configuration							
> Integration with existing systems using API and/or UI automation							
> Process automation using Cognitive AI							
> Enduser Testing							
> Enduser Training							
> Data Migration							
> Go-Live							
Data Cleanup*							
Internal users enablement using AI (chatbots)							
> ERP Training							
> Online Helpdesk Support							
Continued integration with existing systems using API and/or UI automation							
Enterprise Asset Mgt.							
Customer Interaction Module, Dash boards							
Process automation using Cognitive AI							
External customers engagement using AI (chatbots)							
> Inquiries							
> Transactional							

NOTE: Above is a proposed schedule subject to changes but will not go beyond 3 quarters.

ANNEX A: SERVICE LEVEL STANDARDS

The Service Provider shall commit to support the operation of the Enterprise Resource Planning (ERP) Solution and the PS-PHILGEPS SUPPORT OFFICE staff in accordance to the following service level.

1. The Service Provider shall operate a support line for PS - PHILGEPS SUPPORT OFFICE that will be available during PS - PHILGEPS SUPPORT OFFICE business hours, which is from 7 a.m. to 7 p.m. of the same day (Monday-Saturday).

SEVERITY

- a. The Service Provider shall ensure that all functionalities of the system are free of critical errors over any 24-hour period.
- b. The Service Provider shall ensure that all functionalities of the system are free of major errors over any 48-hour period.
- c. The Service Provider shall ensure that all functionalities of the system are free of minor errors over any 168 hours (7 days) period.
- d. The Service Provider shall ensure that all functionalities of the system are free of security breaches/errors over any 30-minute period.
- e. The Service Provider shall respond to all communication to the support line within 30 minutes from the time a communication is received.

For any problems or inquiries reported or submitted by PS - PHILGEPS SUPPORT OFFICE, the Service Provider shall provide within 24 hours a written response to PS - PHILGEPS SUPPORT OFFICE with regard to the nature of the problem, and the course of action taken to solve the problem.

2. The Service Provider shall notify PS- PHILGEPS SUPPORT OFFICE of all scheduled or unexpected downtime on the service. For scheduled downtime, notification shall be at least one (1) week before the schedule. For unexpected downtime, notification shall be at least 30 minutes before the downtime.

If resolution of an unexpected downtime will require more than 30 minutes, the Service Provider shall within 30 minutes provide PS – PHILGEPS SUPPORT OFFICE with a full description of the problem and the steps being taken to resolve the problem

The Service Provider shall maintain a log of all scheduled and unexpected downtime. This log shall include the reason for the downtime, time the system was down and the action taken to fix the problem. Failure to notify the PS - PhilGEPS Support Office shall be considered as a system downtime and shall be subjected to applicable liquidated damages.

3. The Service Provider shall ensure that there is a latest backup data and must be available upon the request of PS-PhilGEPS.

4. The Service Provider shall ensure that the service provider's network must be secured against unauthorized access, and the access should be controlled through a series of firewalls. The Service Provider must ensure the system is virus-free and bug-free before the go-live of the system. The Service Provider shall share any information from the security audit with PS - PhilGEPS Support Office.

The Service Provider shall ensure and warrant that the system shall not contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personnel information, or otherwise disturb the normal operation of the system.

5. The Service Provider shall provide any information, reports, plans, data or documents requested within 24 hours. It shall warrant and certify as to the accuracy and correctness of all information, reports, plans, data or documents provided.

6. Any notice of a breach of the service level agreement shall be deemed final if not contested in writing within 48 hours. The imposition of liquidated damages shall not be held in abeyance, unless the contest is decided in favor of the Service Provider.

ANNEX B: SERVICE LEVEL AGREEMENT

The PS-PhilGEPS shall maintain a Service Level Agreement (SLA) with the Service Provider, with provision for Liquidated Damages for their non-compliance. The SLA is defined at 99% availability of the solution on business hours from 7am to 7pm (Monday to Saturday)

DESCRIPTION	WHEN	AMOUNT
The system shall not have a downtime of more than 14 minutes 24 seconds during the defined business hours.	On the 15 th minute of downtime	1/10 of 1% of the monthly billing for every 15 minutes downtime or a fraction thereof
The system shall not exceed a total cumulative downtime of more than 7 hours and 12 minutes in any month.	The total cumulative downtime in any month has exceeded 7 hours and 12 minutes.	1/10 of 1% of the monthly billing for every 15 minutes downtime or a fraction thereof
The system is free of critical errors over any 24-hour period.	When a critical error is not resolved within 24 hours from the time the error is reported	1/10 of 1% of the monthly billing for every hour or a fraction thereof.
The system is free of major errors over any 48-hour period.	When a major error is not resolved within 48 hours from the time the error is reported	1/10 of 1% of the monthly billing for every hour or a fraction thereof.
The system is free of minor errors over any 168-hour period.	When a minor error is not resolved within 168 hours from the time the error is reported	1/10 of 1% of the monthly billing for every hour or a fraction thereof.
The system is free of security breaches/errors over any 30-minute period.	When a security breach/error is not resolved in the system within 30 minutes from the time the error is reported	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
The Service Provider shall notify PS-PhilGEPS Support Office at least one week before the scheduled downtime	On the 31 st minute of downtime when the Service Provider fails to notify the PS-PhilGEPS Support Office at least 1 week before the scheduled downtime	1/10 of 1% of the monthly billing for every 30 minutes downtime or a fraction thereof
The Service Provider shall notify PS-PhilGEPS Support Office at least 30 minutes before the unexpected downtime	On the 31 st minute of downtime when the Service Provider fails to notify the PS-PhilGEPS Support	1/10 of 1% of the monthly billing for every 30

	Office at least 30 minutes before the unexpected downtime	minutes or a fraction thereof
The system shall not contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personnel information, or otherwise disturb the normal operation of the system.	When the system contained any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines and the issue is not resolved in the system within 30 minutes from the time the error is reported	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
The system shall not contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personnel information, or otherwise disturb the normal operation of the system	As soon as the Service Provider downs the system to resolve this issue	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
The Service Provider shall provide any information, reports, plans, data or documents requested within 24 hours	When the requested information, reports, plans, data or documents requested is not provided within 24 hours.	1/10 of 1% of the monthly billing for every hour or a fraction thereof

Application Support

Service(s) Description

The following service considerations will be provided after the product implementation, and are the responsibility of the service provider in the ongoing support of this Agreement.

Proper logging of all support activities will be provided as well as necessary reports such as incident reports and problem resolution reports. Logging will be done via email communication.

Scope for the support will be the following:

- Applying system patches and bug fixes
- Identification of server / application failure cause
- Incident reports and problem resolution reports
- Provide diagnostic activities
- Provide recommendations / corrective measures
- Troubleshooting

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CATEGORY	FUNCTIONALITY
<p>General Requirements</p>	<p>Should provide investment protection to the Procurement Services. All core modules are preferably organic to the manufacturer and should have available (for future use by PS) Business Intelligence and Analytics. Freeware-based solutions are not acceptable unless deep familiarity of process and workflow can be proven.</p> <p>System Integrator should provide a certificate of being an authorized vendor for the PS account from the principals of their proposed solution.</p> <p>System Integrator should be able to support system on the proposed cloud environment.</p> <p>System Integrator should be able to provide Enterprise Perpetual licenses for the solution proposed.</p> <p>Solution should allow multi-company set-up in a single instance.</p> <p>System should be able to integrate/interface with external applications via XML services.</p> <p>System should be able to integrate/interface with external applications via APIs, and/or UI/DB automation.</p> <p>Multiple users should be able to perform data entry to a single submodule at the same time without affecting performance of the system.</p> <p>Should provide intelligent automation solution for "data entry" or other repetitive tasks performed by the agency. Intelligent Automation means integrated solution for Artificial Intelligence, Process Automation and Analytics. Intelligent Automation should have a minimum accuracy of 90%.</p> <p>Should provide multiple channels for User Interaction which includes web and chat for now. Chat support should include web chat and fb messenger. (Workflow for chat will be the same as that for the web portal; user interaction in chat should be recorded similar to the web portal)</p> <p>System Integrator should have an Enterprise Security and Data Privacy Policy complying to Philippine Government Standards and can show demonstrable proof of their compliance.</p> <p>System should perform common functions within the required service levels of the Procurement Services. List of committed response times for transactions (on any channel) should be provided as an attachment.</p> <p>System should have a comprehensive reporting capability (in real-time when desired) in the form of batch reports, dashboards, and summary reports. It is desired if customer satisfaction and sentiment can be measured in real-time and presented to PS.</p> <p>System Integrator/Principal has available training in the Philippines recommended for DBM staff to support implementation of the solution modules identified.</p> <p>System Integrator/Principal should provide a one-time perpetual license for the solution with 2-year support and maintenance.</p>

<p>Software support is be available 24x7 preferably by chat (webchat and fb messenger) and voice. Email support should also be made available. Access to chat support should be made available inside the ERP application. Capability to provide SMS support is desired but optional.</p>	
<p>Admin User should be able to modify / configure settings such as user access controls, system maintenance, establishment of business rules, workflows, policies, data maintenance tables via an application interface/screen (not via SQL or code).</p>	
<p>Admin User should be able to assign one or more profiles to a single user.</p>	
<p>System should be able to restrict users to specific ranges of data (eg., range of cost centers, selected level/profile of employees).</p>	
<p>System should be able to track and audit changes in the system such as the creation and deletion of records along with changes made to any data element by users and timestamp, showing previous current values where applicable.</p>	
<p>System should be able to support single sign-on authentication.</p>	
<p>System should be able to maintain and track erroneous transactions until either corrected and posted or deleted by an authorized user.</p>	
<p>System should provide a system-wide privacy and security facility covering all core modules.</p>	
<p>System should be able to support easy and secure business-to-business transmission of data to and from external entities.</p>	
<p>System should control access to data files and programs both through the system and through control methods external to the system.</p>	
<p>System should be able to assist in detection, reporting, and investigation of unauthorized access to data.</p>	
<p>System should be able to support automatic backup sessions in accordance with user-defined schedules. It should also provide for manually initiated backup sessions. The backup shall be stored centrally.</p>	
<p>System should be able to recover transactions in-progress after a hardware or software failure.</p>	
<p>System should be able to archive/purge transaction details based on user defined dates.</p>	
<p>User should be able to print a report of archived/purged transactions.</p>	
<p>User should be able to perform batch updates/deletes of data across the system.</p>	
<p>User should be able to define how long information (based on policy), by function (eg., Accounting, Purchasing, others) will be retained on-line before archiving.</p>	
<p>All front-end/customer functionalities should be installable through a straightforward and simple installation process so IT staff can install the entire application in less than 30 minutes per PC/laptop. (Describe other conditions outside the actual application to fulfill this requirement.)</p>	

<p>Other Requirements</p>	<p>User should be able to attach to records files/images of different formats (such as but not limited to .docx, .doc, .xls, xlsx, .ppt., .pptx .txt, .pdf, .jpg, .png).</p> <p>User should be able to attach files/images of up to 10mb per attachment.</p> <p>System should allow standard reports to be configured.</p> <p>User should be able to design in the system customized reports, forms and other documents that have data retrieved from ERP.</p> <p>User should be able to view reports online / on-screen.</p> <p>User should be able to export / save reports as PDF, MS Excel, .txt file formats.</p> <p>System should be able to run scheduled jobs (eg., generation of reports, upload, download, back-up).</p> <p>System should be able to send selected reports to pre-defined email addresses on pre-defined schedule.</p> <p>System should be able to send notifications outside of the system (eg., email address, mobile phone).</p> <p>User should be able to approve or reject requests or transactions through email or SMS.</p> <p>Admin User should be able to add more status options or edit existing status options available in the system.</p> <p>User should be able to search by variety of valid fields based on current screen.</p> <p>On entry or approval of records or transactions, system should be able to update database real-time, and can already be used by a user for search and reporting.</p> <p>System should be able to display usable error message such that the user can identify and understand the processing errors.</p> <p>System should have online help/online navigation instructions.</p> <p>GUI should be fully in English.</p> <p>System should be able to display warning messages based on defined rules.</p> <p>System should be able to provide a print preview before printing a document from the system (eg., invoice, purchase order, others).</p> <p>User should be able to search for data using:</p> <ul style="list-style-type: none"> - single term - phrase - wildcard <p>User should be able to use function / hot keys allowing movement between functions to minimize keystrokes / mouse clicks.</p>
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	<p>System should be able to support online approvals of processes / transactions / requests example:</p> <ul style="list-style-type: none"> - route to next level based on rules - notification of pending actions - track history of actions, status changes and approvals <p>User should be able to define different approval matrices and routes per type of transaction, request or form, and other rules (eg., amount).</p> <p>User should be able to update approval route (example, when there is a change in the organizational structure).</p> <p>System should be able to support digital signatures:</p> <ul style="list-style-type: none"> - Include digital signatures on print-outs already approved by that user - Restrict viewing of digital signatures on-screen to authorized users only - Facility to attach unlimited number of digital signatures to approve a single transaction
<p>Customer Data Management</p>	<p>Customer account code:</p> <ul style="list-style-type: none"> - System-generated codes - User-defined codes (should be alphanumeric) <p>User should be able to maintain multi-entity customer codes (i.e. one customer master for all company codes).</p> <p>User should be able to maintain customer contact name, telephone number, address and email account.</p> <p>User should be able to assign one or more sales persons to a customer account.</p> <p>User should be able to define multiple shipping locations for a customer.</p> <p>User should be able to define multiple billing locations for a customer.</p> <p>User should be able to suspend/deactivate a customer account.</p> <p>User should be able to define a customer credit limit and its effective date.</p> <p>User should be able to associate payment terms with a specific customer account.</p> <p>Customer account code should contain accounting information such as but not limited to:</p> <ul style="list-style-type: none"> A/R Account Code Account Name / Customer Alternate Payee Bank account numbers Customer Business Type <p>Customer account code should contain tax information such as:</p> <ul style="list-style-type: none"> Tax Information (Liable to VAT / WHT) TIN Number

	<p>Tax Exemption Number Applicable tax rates (WHT)</p> <p>User should be able to enter tax rates, for all tax levels, in a user maintained table.</p>
<p>Supplier Data Management</p>	<p>Vendor account code should be:</p> <ul style="list-style-type: none"> - System-generated codes - User-defined codes (should be alphanumeric) <p>For each Vendor account code, user should be able to enter the following accounting information such as but not limited to:</p> <ul style="list-style-type: none"> - A/P Account Code - Account Name/Payee - Bank account numbers - Alternative Payee - Business Type <p>User should be able to enter a short name for each vendor (for sorting and searching purposes).</p> <p>User should be able to define multiple GL Payable accounts for a vendor.</p> <p>User should be able to define multi-entity vendor codes (i.e., one vendor master for all company codes).</p> <p>For each Vendor account code, user should be able to enter the following tax information such as but not limited to:</p> <ul style="list-style-type: none"> - Tax Information (Liable to VAT/WHT) - TIN Number - Tax Exemption Number <p>User should be able to enter tax rates, for all tax levels, in a user maintained table.</p> <p>For vendors with multiple tax, user should be able to identify the tax type at the contract level.</p> <p>System should be able to restrict access to vendor information classified as "Confidential" to selected user profile/s only.</p>
<p>Materials and Services Catalogue</p>	<p>User should be able to maintain list of materials and services including information such as but not limited to:</p> <ul style="list-style-type: none"> - item name - specifications - classification/type of material/service - pictures (as attachments) - associated suppliers

	<p>Material/Service code: - System should be able to generate code using user-defined code convention - User should be able to enter code of the material/service (eg., existing materials/services)</p>
Purchase Requisition	<p>User should be able to create and edit a purchase request. User should be able to approve, reject, cancel (or return for editing) purchase request. User/System should be able to assign a purchase request to a buyer. User should be able to edit an existing purchase request.</p>
Supplier Evaluation and Sourcing	<p>System should be able to generate a Request for Quotation from a Purchase Request. User should be able to edit the system-generated Request for Quotation. User should be able to select supplier/s for which the Request for Quotation will be created. User should be able to enter quotations (from suppliers). User should be able to view the quotations in table format so that the user may be able to compare the quotations from the different suppliers. User should be able to indicate the recommended / selected supplier. User should be able to view price of item from previous purchases (if any). User should be able to enter new costing (eg., after negotiation). System should be able to generate a purchase order.</p>
Purchase Order	<p>User should be able to edit the system-generate purchase order. User should be able to approve, reject, cancel (or return for editing) a purchase order. If the Purchase Request includes an item covered by an active supplier contract (eg., 1-year lock-in) and the amount is within the cost center's budget, system should be able to generate a Purchase Order including the item and supplier details. If a system has generated a Purchase Order for a supplier with a supplier contract, system should be able to display an alert to an authorized user (for approval). User should be able to email a PDF copy of the Purchase Order to a defined email address.</p>
Receiving and Inspection	<p>User should be able to confirm receipt of delivery from supplier, for partial and full receipt. User should be able to enter information on received items from supplier such as but not limited to: - actual quantity, dimension, specification, brand, model, unit of measure - reference tagging of the item/s (as applicable)</p>

Invoice Verification	<p>User should be able to enter supplier invoice information, associated to a purchase order, such as but not limited to invoice number, amount and VAT.</p> <p>User should be able to associate one or more invoice to a purchase order.</p> <p>System should be able to assist in determining if the invoice amount (or total amount of invoices) is more than then purchase order amount.</p> <p>User should be able to match vouchers to invoice/purchase orders/receipts</p>
Payment Processing	<p>User should be able to process a single invoice for payment.</p> <p>User should be able to process multiples invoices for payments in batches.</p> <p>System should be able to generate a report (daily, weekly, monthly) of invoices due within the period.</p> <p>System should be able to alert an authorized user if an invoice is near its due date.</p> <p>User should be able to approve a transaction prior to posting.</p> <p>User should be able to place invoices on-hold at invoice, contract or vendor level.</p> <p>User should be able to change the vendor's tax (WHT) per invoice.</p> <p>User should be able to associate one or more supplier invoice to a purchase order.</p> <p>System should be able to perform batch processing of invoices (eg., upload of invoices from MS Excel).</p> <p>User should be able to associate advanced payments to contracts/purchase orders.</p> <p>System should be able to block an invoice if the price or quantity in that invoice does not match those in the associated purchase order, unless invoice is tagged as partial delivery.</p>
Procurement General Requirements	<p>User should be able to view list of Purchase Requests, Requests for Quotation and Purchase Orders by:</p> <ul style="list-style-type: none"> - Status - Department of Purchase Requestor - Assigned Buyer <p>The system should have different sets of status options for Purchase Requests, Request for Quotations and Purchase Orders such as but not limited to:</p> <ul style="list-style-type: none"> - Approved - Cancelled - Rejected - With Request for Quotation - With Purchase Order - Sent

<ul style="list-style-type: none"> - Delivered - Hold - Closed <p>User should be able to associate multiple Purchase Orders to a single Purchase Request.</p> <p>System should be able to update the status of a Purchase Request, Request for Quotations and Purchase orders based on rules such as entry of delivery / proof of receipt of each item, cancellation or payment.</p> <p>System should be able to generate multiple purchase orders from a single purchase request.</p> <p>User should be able to enter Remarks in the following: Purchase Request, Request Quotation and Purchase Order.</p> <p>User should be able to attach files/images to the following:</p> <ul style="list-style-type: none"> - Purchase Requests - Request for Quotation - Tabulation of Quotation - Purchase Order - Request for Payment <p>User should be able to save as PDF and print documents such as:</p> <ul style="list-style-type: none"> - Purchase Requests - Request for Quotation - Tabulation of Quotation - Purchase Order - Request for Payment <p>User should be able to classify purchase requests and purchase orders using multiple parameters such as but not limited to:</p> <ul style="list-style-type: none"> - Project-Based (CAPEX) - Recurring Items - Special Project - First Time Order 	
<p>User should be able to enter (manually) customer orders.</p> <p>System should be able to integrate with a customer's system/s to receive customer orders.</p> <p>User should be able to cancel and edit a customer order.</p> <p>User should be able to approve, reject or return (for editing) a customer order.</p> <p>System should be able to integrate with external system/s to send customer order information such as but not limited to:</p> <ul style="list-style-type: none"> - customer name / reference ID 	<p>Order Entry and Monitoring</p>

<p>- service type</p> <p>- origin and destination (if service type is freight forwarding, CEP, e-Commerce, Trucking)</p> <p>- Actual, VW, CBM and Chargeable Weight (if any)</p> <p>- box dimension (if any)</p> <p>- item description</p> <p>- truck type, size (if service type is trucking)</p> <p>These external system/s will manage customer order fulfillment, support management / planning / monitoring of trips, deliveries and inventory.</p> <p>Upon approval of the customer order, system should be able to send the customer order information to external system/s.</p> <p>System should be able to calculate an estimated bill using customer order and service rates in the associated contract reference.</p> <p>System should be able to set fields as mandatory or optional in the customer order form depending on the service type.</p> <p>System should be able to display or hide fields in the customer order form depending on the service type.</p> <p>System should be able to display a message if the selected service type is outside the customer contract.</p> <p>User should be able to view customer orders by:</p> <ul style="list-style-type: none"> - status - customer - customer order date - assigned customer service representative <p>System should be able to integrate with external system/s to get order status information such as but not limited to:</p> <ul style="list-style-type: none"> - Order Status - Trip Status (if freight forwarding, CEP, e-Commerce, Trucking) <p>System should be able to display the associated reference numbers from the external system/s such as:</p> <ul style="list-style-type: none"> - airway bill number - trip ticket number <p>Note: One customer order may have one or more airway bill numbers, or one or more trip ticket numbers.</p> <p>System should be able to integrate with external system/s to get information for bill preparation such as but not limited to:</p> <ul style="list-style-type: none"> - date - customer name / reference number - service type

	<ul style="list-style-type: none"> - reference number (eg., airway bill number, trip ticket number) - dimensional weight - actual weight, CBM, VW, CW and dimension of box (if any) - origin and destination (if service type is freight forwarding, CEP, e-Commerce) - item description - pallet count or case count (if service type is warehouse management) - breakdown of charges - shipment Proof of Delivery (if any)
<p>Bill Preparation</p>	<p>System should be able to calculate the bill including:</p> <ul style="list-style-type: none"> - charges (using rates from the associated contract reference and the parameters/multipliers from the documents such as airway bill or 1 - discounts - VAT <p>User should be able to approve, reject or return for editing a bill (individually or by batch).</p> <p>System should be able to consolidate multiple selected documents (eg., airway bills, trip tickets) into one bill or documents per period (di monthly).</p> <p>The bill print-out should be able to display fields such as but not limited to:</p> <ul style="list-style-type: none"> - customer details (name, Attention To, address, TIN number, and other BIR requirements) - service type (warehouse management, warehouse rental, air freight, sea freight, others) - dimensional weight (if service type is air or sea freight) - chargeable weight (if service type is freight forwarding) - pallet count or case count (if service type is warehouse management) - area (eg, sqm, if service type is warehouse rental) - origin and destination - item description - rate (as per contract) - VAT - total invoice amount - remarks <p>System should be able to generate recurring invoices.</p> <p>User should be able to cancel a bill and state the reason for cancellation.</p> <p>Upon bill cancellation, system should be able to generate a corresponding credit memo.</p>

	<p>System should be able to restrict creation of a second bill for the same document (eg., same airway bill or same trip ticket), unless previous bill is not yet billed.</p> <p>User should be able to assign different status of bills such as but not limited to:</p> <ul style="list-style-type: none"> - Pending to be billed (or open billing document) - Billed (pending dispatch) - Dispatched (pending customer receipt) - Bill Received by Customer <p>User should be able to view which services/customers are pending to be billed (open billing documents).</p> <p>User should be able to classify documents open for billing by:</p> <ul style="list-style-type: none"> - service type (eg., warehouse rental, warehouse management, sea freight, air freight, others) - customer <p>User should be able to use forex rate on the date other than bill date (i.e. Date in Contract provision) in calculation of bill.</p> <p>User should be able to enter a date on the bill on when it was dispatched to the customer.</p> <p>System should be able to display status changes and date/time of status change of a bill.</p> <p>User should be able to print bills.</p> <p>If first printing of bill, system should be able to add a text on the bill print-out such as "Original Billing".</p> <p>If second or succeeding printing of bill, system should be able to add a text on the bill print-out such as "Reprinted. Certified True Copy."</p> <p>User should be able to view sales earned for the period regardless if billed or not</p> <ul style="list-style-type: none"> - for the week, month, year - by company - by service type - by customer - by account/sales manager <p>User should be able to enter a date (different from the invoice date) as day 1 of aging.</p>
<p>Collection</p>	<p>On posting of bills, system should be able to update customer account balances (invoice level), real-time.</p> <p>System should be able to generate a Statement of Account per customer.</p> <p>User should be able to print Statement of Account per customer.</p> <ul style="list-style-type: none"> - individual printing - batch printing <p>User should be able to save Statement of Account per customer as PDF.</p>

System should be able to create customer letters (such as Reminder, Warning Letters) based on user-defined rules (such as customer balance, aging).
User should be able to enter full and partial receipts against an outstanding invoice.
User should be able to use the following payment types: cash, cheque, electronic funds transfer, credit card
User should be able to enter reference/s as proof of receipt of payment to an invoice such as but not limited to : - number of official receipt issued to customer - check number (if applicable) - bank deposit reference number
System should be able to generate a Collection Report (daily, weekly, monthly) displaying the collections for the period with information such as customer name, bill number, number of official receipt issued to customer.
User should be able to process collections per individual receipt and in batches; processing includes: - updating of customer balances - creation of journal entries
System should be able to generate a Collection Receipt Book (daily, weekly, monthly) showing the list of payments collected for the period.
The Collection Receipt Book should display at least the following: - number of official receipt issued to customer - check number (if applicable) - bank deposit reference number
System should be able to generate a report of distributions/totals report to the General Ledger.
User should be able to enter receipts "on account/advances" for posting against a specific invoice later.
User should be able to enter post-dated cheques.
System should be able to display a history of returned cheques.
User should be able to indicate if a cheque has been returned to the customer.
If a cheque is tagged as returned, system should be able to tag the associated invoice is unpaid.
System should be able to integrate with banks' systems to receive information (real-time) on payments collected by the banks.

	<p>System should be able to process post-dated cheques on their maturity date (including creation of journal entries, update of customer account balances).</p> <p>System should be able to calculate interest for overdue accounts using user-defined interest rate.</p> <p>System should be able to calculate revaluation of outstanding Foreign Currency denominated billing and its reversal the following month.</p> <p>User should be able to indicate that withholding tax is applicable to a bill/customer and the applicable rate.</p> <p>If withholding tax is applicable, system should be able to calculate the withholding tax amount.</p> <p>System should be able to deduct withholding tax amount from the invoice amount.</p> <p>System should be able to charge the withholding tax amount should be charged against a defined withholding tax account.</p> <p>System should be able to control distribution of revenues to valid General Ledger account(s) only.</p>
<p>Financials General Requirements</p>	<p>User should be able to assign cost to cost centers, location and projects.</p> <p>System provides flexible organizational/hierarchical account structure for reporting: one structure, two structures, multiple structures.</p> <p>User should be able to maintain multiple charts of accounts per company.</p> <p>System provides maintenance of a fiscal period calendar.</p> <p>User should be able to view a simulation of journal entries prior to posting.</p> <p>User should be able to "activate" and "deactivate" accounts.</p> <p>Totals/balances are retained for each account, including budgets, by fiscal period, for comparative purposes for: monthly, quarterly, 1 year, 2 years, 3 to 5 years.</p> <p>System should be able to calculate the following taxes including but not limited to: - Withholding Tax (WHT) (e.g Expanded Withholding tax and Withholding tax on compensation) - Value Added Tax (VAT) - Final Vat (FVAT) - Other Percentage Taxes (OPT)</p> <p>User should be able to generate standard report formats for management, financial (i.e. notes to FS) and regulatory reporting</p> <p>System should be able to store exchange rates per day. For foreign currency denominated billings, exchange rates should be available in the system. Further, it should have corresponding translation to reporting currency (i.e. PHP)</p>

	<p>System should be able to calculate non-PHP transaction amount to reporting currency (PHP) using the stored exchange rate for transaction date.</p> <p>User should be able to review and approve a transaction (individual or by batch) prior to posting.</p> <p>System should be able to restrict access to manual entry of adjustments to accounting entries based on user profile.</p> <p>System should be able to restrict access of posting entries to AR and AP based on user profile.</p> <p>System should be able to generate an audit log of updates/revisions to account and transaction data.</p> <p>System should be able to provide control to ensure correct assignment of dimensional hierarchy (i.e. segment, cost center, etc.) to a particular account code/transaction.</p> <p>System should be able to prevent duplicate accrual of expenses.</p> <p>System should be able to interface transactional data (journal entries) with the main General Ledger.</p> <p>System should be able to generate an AR and AP Aging Report.</p>
<p>Process General Ledger Journal Entries</p>	<p>User should be able to enter, modify and approve journal entries.</p> <p>User should be able to track rejected, unposted, in-process entries and those with errors.</p> <p>User should be able to view process (creation, revision, reversal) date and time, and user ID for each journal entry.</p> <p>User should be able to enter a cross-reference ID (e.g., on a correcting entry, the original journal ID can be entered).</p> <p>User should be able to process journal entries individually and in batches.</p> <p>System should be able to perform Cost Allocation using user-maintained cost allocation rules within ERP and generate report log of allocations made.</p> <p>User should be able to maintain recurring journal entries (i.e. Schedule of Amortization of Prepayments (Start Date, End Date, Processing Time (Monthly/Quarterly/etc., Text for Additional Information)</p> <p>User should be able to process recurring journal entries:</p> <ul style="list-style-type: none"> - Confirmation of each entry, - Ability to change each entry. - Optional reversal of entry. <p>System should be able to reverse accounting entries for cancelled transactions, such as but not limited to:</p> <ul style="list-style-type: none"> - cancelled bills (to customer) - cancelled invoices (from suppliers) <p>System should be able to reverse selected accrual entries (i.e., an indication is made at time of original entry to automatically reverse entries in the new fiscal period).</p> <p>System should be able to support balanced inter-company transfers, using inter-company accounts.</p>

	<p>System should be able to support balanced inter-fund transfers, using inter-fund accounts.</p> <p>User should be able to track and identify which postings pertain to audit adjustments.</p> <p>System should be able to prohibit direct posting to GL if with SL Counterpart.</p> <p>Closing and opening of fiscal periods is under authorized user(s)' control.</p> <p>User should be able to process entries against previous period and current.</p> <p>System should provide GL-SL reconciliation tool such as Totals check (General Ledger balance vs. Subsidiary ledger), Closing Checklist Tool.</p> <p>System should be able to present revenue and expense account balances under retained earnings account(s) in reports of the next calendar year.</p> <p>System should be able to bring balance sheet account balances to the new fiscal year.</p> <p>System should be able to perform revaluation of balances (translation of balances to reporting/consolidated currency).</p> <p>System should be able to translate forex denominated amount at various rate (eg., closing rate, weighted average, others).</p> <p>User should be able to perform on-line inquiry to account balances.</p> <p>User should be able to view / print displayed account balances.</p> <p>User should be able to view originating entry.</p> <p>System should be able to provide audit trails and permanent storage of the consolidated results for internal and external auditors to test and verify data.</p> <p>User should be able to add additional information/notes per transaction line item basis.</p> <p>System should be able to comply to reporting standards [IFRS, (i.e. impairment of assets, asset componentization, others)].</p>
Process General Ledger Close	<p>System should be able to generate the following reports (including but not limited to):</p> <ul style="list-style-type: none"> - Journal Registers, per accounting period, legal entity, subsidiary ledger (SL) name, Total Debit, Total Credit - Trial balances (showing opening and closing balances) - Chart of accounts listings, - Audit trails (Account and Transaction Data) - Balance sheet, - Income statement (per company, per cost center) - Cash flows <p>User should be able to view and print reports/documents.</p> <p>User should be able to filter data in a displayed report.</p>
Process General Ledger Inquiry	
General Ledger Reporting	

	System should be able to generate ledger reports in both detailed and summary form.
	User should be able to customize own reports (user defined reporting) to show, example, - monthly or quarterly totals (or both) - current period and year-to-date balances - comparative reporting (current to prior year and/or budget)
	User should be able to save customized reports.
	System should be able to generate financial statements in different reporting dimensions (i.e. per contract area (geographical area), location and cost centers).
	System should be able to generate reference reports for Withholding Tax Schedule according to: Vendor with GL Expense/CAPEX Account details (Alphalist), Books of Accounts (Sales Books/Cash Disbursement Books).
	System should be able to generate BIR Forms and able to adapt for any mandatory form revisions. - Withholding Tax Certificates - VAT/Sales Tax Forms - Gross Receipts Tax
	System should be able to generate BIR Files (i.e. Alphalist of Vendors) in excel or text files to be uploaded into the BIR system.
	System provides ledgers for individual accounts.
	User should be able to perform drill down of the specific account with booking reference(s) and other relevant information to aid in analyzing the transaction(s).
	System should be able to generate financial ratios.
	User should be able to reclassify current to long-term account/credit balances to liability and vice versa accounts for FS Presentation.
	System should be able to store assessed values of properties for Real Property Tax Computation.
	User should be able to maintain tax books (separate from FS books) to be able to post adjusting entries without affecting FS books.
	System should be able to support a multi-entity General Ledger.
	System should be able to generate a multi-entity trial balance.
	User should be able to maintain different formats / report group of Financial Statements.
	User should be able to maintain multi-currency general ledgers.
	User should be able to maintain an alphanumeric Asset Account Coding System.

<p>Property, Plant and Equipment</p>	<p>System should be able to create/update Asset Master Data Information upon creation or approval of purchase order or request for payment.</p> <p>User should be able to maintain the following asset information in the asset master:</p> <ul style="list-style-type: none"> - Classification and sub-classifications (multi-level) - Plate Number and descriptions, Serial Numbers (as applicable) - Location - Cost Center - Insurance information <p>User should be able to split an asset to two or more assets, where after splitting, the assets should have new asset numbers and the user is able to allocate costs to each asset.</p> <p>System should be able to generate barcode for an asset number.</p> <p>User should be able to print this barcode.</p> <p>System should be able to generate a report showing system inventory count per user-defined period.</p> <p>System should be able to send the system inventory count to defined email address of cost center manager.</p> <p>User should be able to transfer an asset.</p> <p>System should be able to generate an intracompany transaction when the fixed asset is transferred from one location/warehouse to another or when processing intercompany transfers/sales.</p> <p>System should be able to provide Asset History (Perpetual Record of Asset) including Capitalizeable Repairs.</p> <p>System should be able to post adjustments to the Asset Register.</p> <p>User should be able to segregate cost to be capitalized, expensed or charged to a particular cost center.</p> <p>System should be able to support project accounting for each Project Phase with breakdown of activities.</p> <p>System should be able to calculate depreciation and amortization.</p> <p>User should be able to modify / configure recognition of asset depreciation (calculation) per investment class (either start of month, next month using asset receipt date as reference/basis).</p> <p>User should be able to change estimated useful life.</p> <p>On change of estimated useful life, system should be able to spread remaining book value spread over remaining life without affecting other components/sub-assets.</p> <p>User should be able to execute depreciation at any point and able to execute depreciation repetitively during one period.</p> <p>Tax books to account for normal depreciation (as if no impairment has been recorded).</p>
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	<p>User should be able to perform a batch upload for Revaluation Postings.</p> <p>System should be able to exclude revaluation posting from Tax Books (non-deductible depreciation expense). Recurring journal entries:</p> <p>User should be able to define settings for recurring journal entries (example, depreciation and amortization). System should be able to create recurring journal entries based on user-defined settings.</p> <p>User should be able to review/approve journal entry prior to posting.</p> <p>User should be able to view a simulation of journal entries for depreciation/amortization.</p> <p>System should be able to record Impairment Write-off in GL and Tax books.</p> <p>Once a project has been marked "completed/finished", subsequent transactions will no longer be accepted, unless re-opened/activated.</p> <p>If asset is disposed, user should be able to enter selling price of PHP 0.00 or greater, system should be able to calculate gain or loss, and system should be able to generate corresponding journal entries.</p> <p>System should be able to block double asset tag for fixed asset or inventory.</p> <p>System should be able to integrate fixed asset subsidiary ledger to general ledger.</p> <p>User should be able to attach files/images to an asset record.</p> <p>User should be able to perform batch processing of recording asset-under-construction and other Projects (eg., Major Repairs, etc)</p> <p>User should be able to set a fixed asset's Salvage value to PHP 1.00 or greater.</p>
<p>Budgeting</p>	<p>User should be able to upload Budget Proposals (in MS Excel format).</p> <p>User should be able to tag a Budget Proposal according to priority.</p> <p>User should be able to present plan values (proposed budget) using hierarchies (Budget Structuring).</p> <p>User should be able to update budgets (subject to approval).</p> <p>User should be able to view/monitor changes in Business Cases / Budget Proposals.</p> <p>User should be able to review, approved, deferred, cancelled budget.</p> <p>System should be able to integrate budget data with Treasury, Procurement, Financial Reporting modules (e.g., deferral, cancellation)</p> <p>User should be able to access / download financial data from all departments / business units (For management reporting purposes)</p>

	<p>System should be able to support monthly phasing of budget (Timing of Expenditure), distribution of Budget on a monthly basis.</p> <p>System should be able to support annual and monthly upload of OPEX and CAPEX budget (MS Excel format).</p> <p>User should be able to allocate budget for Common Charges for Reporting purposes (i.e. Head Office expenses).</p> <p>System should be able to generate reports such as Budget vs. Actual values:</p> <ul style="list-style-type: none"> - Monthly Phasing and Year-to-Date - by company, unit, cost center - by geographical location - by revenue / expense type - by customer / account <p>Plan values per Character of Expense (Values and Quantity).</p> <p>User should be able to monitor status of Budget Proposals (e.g. Created, Approved, Deferred, Closed, Rejected).</p> <p>System should be able to control activities/transaction for every budget status (e.g. once approved, revisions to plan (proposed) values will no longer be allowed).</p> <p>System should be able to send an email notification to concerned parties when status of a Budget Proposal has been changed.</p> <p>User should be able to re-use Budget Programs (Templates).</p> <p>System should be able to support maintenance of multi-year budgeting.</p> <p>User should be able to attach files/images to a Budget Proposal.</p>
<p>Forecasting</p>	<p>User should be able to</p> <ul style="list-style-type: none"> - export to MS Excel - import Forecast using Financial Statement Format (MS Excel) / user defined format <p>User should be able to view/print/export (to MS Excel) the monthly budget report in Financial Statement format / user defined format.</p> <p>System should provide tool to create user-defined reports to aid in forecasting.</p> <p>User should be able to maintain allocation rules for budget distribution and generate report log.</p> <p>System should be able to restrict access to view forecasted values by concerned Departments (with Treasury Dept. for Cash Management activities, Fixed Asset Accounting for Insurance Coverage, SCM/Proj Mngt for Budget Monitoring and Financial Reporting).</p> <p>User should be able to assign access rights to data viewing / editing.</p>

Accounting and Reporting	<p>The software can create 12-digit alphanumeric GL codes.</p> <p>The software has 60-digit alphanumeric description of GL master data.</p> <p>The GL master data has an identified local currency, either in Philippine Peso or any other foreign currency. All postings to this GL account will be saved in the local currency.</p> <p>Maintenance of both Masterfile and history file recorded in multi-currencies (original, USD and PHP)</p> <p>Availability of various attributes and parameters to configure the GL Chart of Accounts so that granular data is available.</p> <p>Ability to provide a fully integrated, multi-currency, multi-branch general ledger structure comprising of Assets, Liabilities Capital, Expense and Income with full and flexible functionality for the production of various financial statements including off-balance sheet accounts.</p> <p>Full-featured General Ledger to cover all aspects of the business including transactions from third party systems. System should have multi-currency and multi-accounting.</p> <p>Should provide full audit trail to drill down from the Enterprise GL to the GL's lowest granularity in data, i.e., the original transaction that created the accounting entry, and the associated customer.</p> <p>Should provide automatic reconciliation with all the transactions posted in the system.</p> <p>Systems follows double entry accounting.</p> <p>GL must also reflect local currency equivalent figures beside original currency and its USD equivalent (For FC other than USD)</p> <p>The system must provide multi-entity accounting and GL, with separate balanced book by each branch. Each branch should be able to produce a balanced GL for their own, while at the same time, the Head Office should be able to produce consolidated GL across all the branches.</p> <p>The system must allow generation of accounting entries online and in batch and accounts should show up-to-date balances at any point of time.</p> <p>The GL must be flexible in defining accounting periods which can be closed s per DBM's financial calendar.</p> <p>The system must allow inter-branch and transaction posting facility.</p> <p>The system must support update without manual intervention of all respective General Ledger and Subsidiary Ledger accounts during processing of interbranch transactions.</p> <p>The GL functionality should provide automated reconciliation reports to show inter branch transactions being reconciled in GL.</p> <p>The GL report generated must reflect the complete narration posted.</p> <p>The system must allow generation of reports for a single and/or range of dates.</p>
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	<p>General Parameters are to be provided to cater to user defined:</p> <ol style="list-style-type: none"> 1. Rules for rounding up and rounding down to x number of decimals 2. X number of decimals 3. Number of days of back posted posting 4. Posting rules that apply to individual types of General Ledger accounts <p>The system must support concurrent recording of transactions across accounting entity, branch and unit.</p> <p>The system must provide function to create and print accounting documents (receipt slips, advance note).</p> <p>Ability for the system to generate a Debit or Credit Advice to customers which would act as proof for the accounting entry being posted to customer account.</p> <p>Must be able to update entries and manage off-balance sheet accounts.</p> <p>Must be able to reconcile between off-balance sheet and on-balance sheet accounts and with other related modules.</p> <p>Ability to manage Contingent Assets/Liabilities (Off-Balance Sheet Items) and automatically reconcile entry to on-balance sheet account with contra off-balance sheet account or vice versa.</p> <p>The system must allow maintenance of full balance sheet and income statements for various cost centres (including the branches)</p> <p>The system must have the ability to setup multiple ledgers/books, e.g., GAAP-compliant, IFRS-compliant, by foreign currency.</p> <p>The system must have a cash flow monitoring functionality in parallel to an accrual-based accounting framework.</p> <p>The system must have the ability to slice and dice GL data by different branches.</p> <p>Reverse accounting entries should be automatically generated when a transaction is reversed in the system. Likewise, an automated reversal of journals based on user-defined parameters must be available for erroneous batches uploaded coming from an external source.</p> <p>Implementation of any changes (increase/decrease/reorganization) in the entity/company/department set up should be simple and can be done by the authorized application user.</p> <p>The chart of accounts should be designed flexibly to enable easy modification, and should enable capture of information by desired dimensions.</p> <p>The system must permit segmented accounting keys which can accommodate at least 10 segments/level with short and long descriptions of at least 15 and 50 alphanumeric characters, respectively.</p> <p>System must be able to validate each segment individually, and in relation to other segments (valid combination) to be able to come up with a complete GL key.</p> <p>The system must permit accounts to be changed to active or inactive status and logical deletion of inactive segment values through tagging.</p>
<p>Chart of Accounts</p>	

	<p>The system must have the ability to set up account and normal balance types for the account balancing and reporting.</p> <p>The system must allow sorting of chart of accounts based on GL keys, short codes or descriptions.</p> <p>System must have the facility to generate CoA reports in hard/soft copies and must maintain records of historical CoA.</p> <p>The system must provide facility to maintain various types of internal accounts such as, but not limited to:</p> <ol style="list-style-type: none"> 1. Income 2. Expenses 3. Liabilities 4. Contingent 5. Provision 6. Asset 7. Equity <p>The system must have the ability to allow variable length of general ledger codes and possibility of changes to be made on the structure and size of the GL account coding. The changes could be, but not limited to, increasing or decreasing the length of the code, inclusion of new characters (alpha, numeric and alphanumeric)</p> <p>System must have a reconciliation/control reports to ensure agreement of GL balances.</p>
<p>Journals</p>	<p>The system must allow authorized users to perform online real-time or batch posting at any given time.</p> <p>Must have the availability of journal templates for the following types of journal:</p> <ol style="list-style-type: none"> 1. Recurring Journal 2. Standard Journal 3. Reversal Journal 4. Allocation Journal 5. Suspense Journal <p>The system must have the ability to attach or reference multiple backup documents electronically to the journal entry. The users should be able to print the attached documents, in addition to printing the journal entry.</p> <p>All fields required in the journalization process should appear in a single screen and be provided with validation control.</p> <p>The system must automatically generate and assign unique identifiers or reference numbers for all system-generated documents and transactions.</p> <p>The system must have a facility to auto-populate response entries or to generate balancing entries for inter-department, inter-book or inter-company receivables and payables.</p> <p>The system must permit user to save unfinished journal entries.</p> <p>The system must allow import and/or export of journal entries from desktop applications, e.g., excel or text files</p>

	<p>The amount field in journals should be able to handle up to 999 billion and transaction particulars should have a minimum of 300 characters.</p> <p>Journalization, online enquiry, and other application process should not in any way be affected when processing large volume of reports.</p> <p>The system has the ability to reflect credits as negative numbers and debits as positive numbers within the database.</p> <p>The system must be able to accommodate at least 99,999 number of journal entries per batch from external source systems.</p> <p>Effective dates and transaction dates must be reflected in all journal entries which can be captured in all detailed GL reports. The system must generate journal reports in debit/credit format prior to posting and be arranged according to sequence number.</p> <p>The system must have the ability to restrict direct postings to general ledger and ensure entries are posted only to accounts.</p>
<p>Security and Controls</p>	<p>The system must have immediate validation and editing controls for every process with alert messages/notifications.</p> <p>The system must have the ability to check and reconcile all sub-accounts and consolidated accounts.</p> <p>Reversals are to be included in the audit trail.</p> <p>Access to general ledger account must be restricted to specified users only.</p>
<p>Posting/ Closing/ Consolidation</p>	<p>The posting must be controlled by period, system date and effective date.</p> <p>The system must control posting to defined accounts after a given cut-off date.</p> <p>The system must provide automatic year-end closing for all modules as needed. It must also be user-initiated at any point in time after the end of fiscal year.</p> <p>The system must allow prior period/year adjustments and forward value transactions. For prior year adjustments, the system must automatically close and transfer the affected P&L accounts to retained earnings and user-defined accounts after posting of transactions.</p> <p>The system must not be limited to 12 accounting periods for its financial year and must permit extra periods to be user-definable that can either be used for closing of temporary or dummy account balances or memo entries that do not update the financial balances but will be reflected in the financial reports.</p> <p>The system must provide an automatic year-end closing of all temporary clearing accounts, e.g., sundry accounts, to prevent accumulation of balances.</p> <p>The system must be able to consolidate across companies/entities with different chart of accounts structures.</p> <p>The system must be able to accept any ad hoc online journal entry posting.</p> <p>The system must allow the agency to define different financial periods and allow the periods to close independently.</p>

	<p>The system must provide the ability to perform specific GL reporting for month-end and year-end closing.</p> <p>The system must have the ability to transfer the profit and/or loss balance and post it to the appropriate general ledger accounting during year-end closing.</p> <p>The system must allow the agency to self-define and apply the posting method/accounting business classification by geographic region and organization structure.</p> <p>The system must be able to generate year-end reports showing the initialized P&L balances transferred to Retained Earnings account.</p> <p>The system must be able to drill down GL balances from GL summary to the lowest level of transactions (subsidiary ledgers) and reference documents.</p> <p>System must maintain a history of all GL transactions and produce detailed transaction reports to provide appropriate audit trail.</p> <p>The system must be able to maintain history or versions of basic FS mapping.</p> <p>The amounts in the report must be up to 99 trillion and must reflect positive or no sign for the account with normal balances and negative or parenthesis for accounts with abnormal balances.</p> <p>Reports must be downloadable in excel, pdf, csv, txt files.</p> <p>System must be able to generate bank reconciliation statements based on soft copy files provided by the depository banks.</p> <p>Provide a flexible report writer to enable the agency to define and produce a wide range of specific reports: by period (including past periods up to five years), by defined entity, by selected amounts, etc.</p> <p>System should be able to generate Report for Budget Utilization (Budget-Obligations-Commitment-Actuals=Remaining Budget).</p> <p>System should be able to summarize budget according to dimensions/hierarchies.</p> <p>System should be able to send email notifications when the budget utilization has reached a certain percentage (for over-all/annual/monthly phasing).</p> <p>To be able to:</p> <ol style="list-style-type: none"> 1. Define warehouse number. 2. Define storage type. 3. Define storage section. 4. Define storage area. 5. Assign warehouse number to storage location <p>Storage Bins can either be created manually or automatically</p> <p>Used to control material-specific put away activities</p>
<p>Reporting and Inquiries</p>	
<p>Budget Performance Analysis</p>	
<p>Standard Warehouse Management</p>	

	<p>Used to run a capacity check for a storage bin during put away; quantities are defined at material master data.</p> <p>Warehouse Mgt. System (WMS) supports the following Put away Strategies: Fixed Bin, Next Empty bin, bulk storage, open storage, and add to Existing Bins.</p> <p>WMS recommends Storage Bins for put away based on the defined search strategy.</p> <ol style="list-style-type: none"> 1. Goods receipt for purchase order 2. Goods receipt without reference/others 3. Goods receipt for inbound delivery (PO with inbound delivery) 4. WM will decide where to put away items to storage location and bin location <p>All goods movement in WM triggers a follow-on process to Inventory Mgt (IM).</p> <p>WMS supports internal warehouse processes such as bin-to-bin transfers and replenishment of stocks.</p> <ol style="list-style-type: none"> 1. Plant to Plant stock transfer 2. Sloc to Sloc stock transfer 3. Transfer posting <ol style="list-style-type: none"> a. Mat to Mat b. Unrestricted to Quality Inspection c. Unrestricted to Block <p>WMS provides Bin-level tracking</p> <p>WMS is Batch Management compatible</p> <p>WMS is compatible with hand-held terminals to process Warehouse transactions</p> <p>WMS can also be integrated with barcode scanner and printer.</p> <p>Can integrate to the bartender software. Bartender software is a third party software printing the barcodes.</p> <p>It can be used also to check the stock of the material in storage bins.</p> <p>WMS supports the following Picking Strategies: FIFO, FEFO, LIFO, Large or Small</p> <p>WMS recommends Storage Bins for picking based on the defined search strategy.</p> <ol style="list-style-type: none"> 1. Good issue for Stock transport order 2. Goods issue for Reservation 3. Goods issue to cost center - must have 4. Goods issue for outbound delivery (SO with outbound delivery or Stock transport order with outbound delivery) <p>WMS lets you define logical areas in your warehouse based on the following characteristics: space used, warehouse technique, material type, etc.</p>

	<p>In WMS, you can further divide Storage Types in sections: e.g. fast moving, slow moving, etc.</p> <p>Storage bins can be blocked for specific purpose (for example, damaged, under maintenance)</p> <p>WMS supports legally approved inventory procedures such as: Annual Inventory, Continuous Inventory, Cycle Counting , Zero Stock Check</p> <p>WMS uses Transfer Order (TO) as a central document that records every material movement in the warehouse.</p> <p>WMS enables granular traceability and control</p> <p>WMS enables you to manage stock differences during stock movements, you can classify these differences by cause e.g. theft, breakage, etc.)</p> <p>Warehouse Activity Monitor informs you of the processes that have failed to run completely or have run with errors.</p> <p>Stocks Overview displays total stocks of a material</p> <p>Bin Stocks per Material displays all the Storage Bins of the material with stocks.</p> <p>Bin Status Report displays which storage bins are empty or with stocks in the warehouse</p> <p>Warehouse Stocks Report displays all materials and the corresponding storage bin stocks in the warehouse</p> <p>Open Transfer Orders displays all Transfer Orders that are still open and need to be processed/confirmed.</p> <p>This report enables the user to calculate the workload for the next few days which can be used for planning the work force required.</p> <p>Authorization in WMS is at Transactional/Object Level.</p> <p>can display open transfer requirement pending for transfer order creation</p> <p>can display open posting change notice pending for transfer order creation</p> <p>Allows system to generate TO directly after goods movement; this is essential if there should be no delay in continuing a process in the warehouse.</p>
<p>Intelligent Automation</p>	<p>BOT that Integrate with ERP and BTMS for process automation and chat channel</p> <p>BOT capable of reading PDF documents and mapping contents into Excel or automatically entering into ERP application at minimum of 90% accuracy.</p> <p>BOT capable of capturing data from any UI input particularly web, screens and documents.</p> <p>Multiple security features such as role-base, secure vault for passwords, secure storage and transmission</p> <p>Automation BOT capability to re-processing exceptions when needed</p> <p>Automation and Chat BOTS with English language Natural Language Programming but has capability for Tagalog and other dialects in the future</p>

	<p>AI Chat capable of Machine Learning, NLP, intent matching, context awareness, and sentiment analysis.</p> <p>AI Chat that supports both supervised and unsupervised NLP learning</p> <p>AI Chat that can handle decision tree and more such as Knowledge base extraction, retrieval and contextualization</p> <p>AI Chat capable of personalized response, simple and compound responses</p> <p>Automation and Chat BOTS that provide analytics that include customer satisfaction and sentiments</p> <p>AI Chat responses can be easily reviewed and changed.</p> <p>In-dept reports on AI chat queries.</p> <p>Knowledge based capability to learn from previous use of phrases</p> <p>Behavior analysis, the ability to predict behavior based on writing patterns</p> <p>Capability to provide multiple allowable responses and User defined responses</p> <p>Dashboard and reports that provides insights and patterns of interaction</p> <p>The solution should run in AWS, Azure or any PS accredited cloud provider.</p> <p>Project Management - The project management team handling the deployment must be utilize industry standard project management methodologies such as Agile, Waterfall, SCRUM, etc.</p> <p>Quality Assurance and Acceptance Testing - The service provider must include the quality assurance and acceptance testing process utilizing industry standards as part of the design and deployment plan.</p> <p>Security / Vulnerability Assessment - The service provider must conduct vulnerability assessment upon system deployment using an enterprise and globally known vulnerability scanner ensuring that all identified serious vulnerabilities will be mitigated. Conduct regular quarterly vulnerability scans on the entire infrastructure ensuring that any CVSS 3.0 Score greater than 6.9 is remediated within 15 days.</p> <p>Knowledge Transfer Training Program for nominated Procurement Services employees</p> <p>Transition Management</p> <p>Technical and Process Documentation</p> <p>Provide information security certification for your proposed cloud environment</p> <p>User should be able to layout the project structure using the ff objects:</p> <ul style="list-style-type: none"> - Project Definition - Work Breakdown Structure (WBS) Elements - Network (Header and Activities) - Network Components (such as Material Components, Activity Elements) <p>User should be able to provide the necessary details of the project objects</p>
<p>Infrastructure</p>	
<p>Project System</p>	

	<p>User should be able to plan costs using the project structure, either via Overall Cost Planning, Unit Cost or Easy Cost Planning</p> <p>User should be able to plan the activity duration by providing the work center and required work to finish the activity</p> <p>System should be able to display the overall planned cost of the project</p> <p>User should be able to create and release budget for the project</p> <p>User should be able to create purchase requisition, purchase order and reservation via project structure</p> <p>User should be able to confirm the actual work of the work center via network activity</p> <p>System should be able to display the actual cost vs the planned values</p> <p>System should not allow all transactions referenced to project that involves posting of actual costs and commitment especially if the actual cost exceeds the allocated budget</p> <p>System should be able to display the budget, actual cost, planned cost, actual work and duration report hierarchically</p> <p>User should be able to settle all cost to a final cost receiver</p> <p>System should be able to display all actual costs and settled costs including settlement documents.</p> <p>User should be able to close the project structure once the actual project is completed</p>
<p>Project Management</p>	<p>Maintains the standard structures for the project using WBS</p> <p>Maintains standard milestones in the system as a source for creating milestones and other standard milestones. Y</p> <p>Has the capability to combine different standard milestones in a milestone group</p> <p>Create and manage worklists and templates</p> <p>Create a grouping WBS element and include it in the operative WBS structure for a specific project</p> <p>Capability to do mass changes to apply changes in project details</p> <p>Create and track project versions</p> <p>Can create resource related billing documents</p> <p>Can create resource related intercompany billing</p> <p>Capability to do progress analysis</p> <p>Capability to do project period-end closing</p> <p>Provides a project structure Overview</p> <p>Monitoring of project related procurements</p> <p>Capability to plan and monitor project material requirements including cost</p>

Section VIII. Bidding Forms

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Bid Form

Date: _____

Invitation to Bid No: Public Bidding -005-2019

To: The BAC Chairperson
Procurement Service
PS Complex, RR Road,
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery, Implementation and Maintenance of an Enterprise Resource Planning System (ERP)** in conformity with the said Bidding Documents for the sums stated hereunder:

Quantity	Item/ Description	Total Price*
1 Lot	SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)	

**Total Price must be supported by price breakdown of all components for the entire system.*

Total Price in Words:

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Supply, Delivery, Implementation and Maintenance of an Enterprise Resource Planning System.*

[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf Supply, Delivery, Implementation and Maintenance of an Enterprise Resource Planning System.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the DBM-PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on ___ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Note:

*"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. The day before the deadline of submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **"Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply, Delivery, Implementation and Maintenance of an Enterprise Resource Planning System (ERP)"**

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 20__ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, hereinafter referred to as "_____";

(Henceforth collectively referred to as the "**Parties**")

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____ ;

WHEREAS, the parties have agreed to pool their resources together to form the “_____ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “_____”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	<u>P</u>	<u>.00</u>
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, _____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party

contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality _____, this _____ day of _____ (month & year) _____ personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

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]

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Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

Contract Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]*

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

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