

**SUPPLY, DELIVERY, INSTALLATION INTO OPERATIONAL STATE, AND  
MAINTENANCE OF AN INVESTMENT MANAGEMENT SYSTEM (IMS)  
ANNEX "A"**

**PART I. ISSUES RAISED DURING THE PRE-BIDDING CONFERENCE**  
(Based on the Minutes of the Pre-Bid Conference prepared by BAC)

	<b>ISSUES</b>	<b>TWG RESPONSE/BAC REPLY</b>
1.	Does the project require BSP type of compliance and are there any additional regulatory requirements that need to be addressed?	None. We only use the usual accounting standards and regulations, but should new requirements, law, etc. be promulgated then it should be included within the 10-month implementation period.
2.	Does the design of your ICT infrastructure include availability setup?	We will provide what will be used if it is nodes and high ability non-virtual machines.
3.	How many workstations are specified?	30
4.	Do you have direct link to Bloomberg?	Yes.
5.	In the Required System Solutions, if there are some changes in the future or during the implementation in Standard Regulatory Requirement? What will be the procedure?	The vendor must update the SSS accordingly.
6.	With regard to the source code, what are the procedures for ESCROW account surface as part of the source?	The bidder needs to transfer to SSS the license because SSS will be the official user of the software, we only allow customization and the main source code is not allowed.
7.	For confirmation  Once the hardware is delivered, it will be followed by the software including the templates. This is done for minor customization and gap analysis, so for the software cost, it is already the package software, how do we implement it?	That is the standard practice for the delivery, but for the billing or payment milestone, it is different.
8.	In case that the User's Acceptance documents are completed, and there will be a delay on the side of SSS accounting, will the bidder be penalized?	If the delay is attributed to the SSS, no penalty will be imposed.
9.	In case of payment delay on the part of the SSS when the system is already running, what will be the procedures for that?	The SSS will communicate with the vendor once there is a delay on the system. There is a provision in the BTM regarding number of days to process. The purpose of Certificate of Acceptance is that the system is working on our side. We will not certify unless the system is not complete.
10.	What are the specifics of the Annex C (Support Personnel)?	It should be all personnel involved in the project. We verify the list regularly, so you must update it if someone resigns and if there is a replacement.

**PART II. RESPONSES TO QUERIES SUBMITTED BY TOTAL INFORMATION MANAGEMENT (TIM),  
3I INFOTECH (3II) AND CREDENCE (FRITZ & MACZIOL ASIA)**

	<b>QUERY</b>	<b>TWG RESPONSE</b>
1.	<p><b>Total Information Management</b></p> <p><i>We would like to humbly and sincerely request for Social Security System (SSS) to consider extending the submission to the 16th of October 2019 which will enable us to arrange all the necessary bid documents for participation.</i></p> <p><b>3i Infotech</b></p> <p><i>Thus, we would like to humbly and sincerely request for Social Security System to consider extending the bid submission date to the 16th of October 2019.</i></p> <p><b>Credence (Fritz &amp; Macziol Asia)</b></p> <p><i>We would also like to request for the submission of the bid proposal to be extended up to October 16, 2019. The reason for our request is that we need enough time to evaluate the response for compliance of the Technical Specifications and compute cost of the items. In addition to this, our partner's documents need to be notarized and it will take several weeks before these documents arrive in the Philippines. The extension will give us ample time to complete all the responses, pricing and necessary documents.</i></p>	<p>For all bidders' request for extension of 30 days, please note that based on the reckoning of the TWG, an extension of 30 days could unduly prolong the procurement process and prejudice the completion thereof.</p> <p><i>The TWG agreed, however, to extend the schedule of submission and opening of technical and cost proposal by twelve (12) more calendar days, from 18 Sep 2019 to 30 Sep 2019, 2:30pm at Green Room, 12<sup>th</sup> floor, SSS Main Building, East Avenue, Diliman, Quezon City..</i></p>
2.	<p><b>Total Information Management</b></p> <p><u>Question:</u></p> <p>1. Joint-Venture Agreement (JVA) requires our foreign partner to secure a consularized and notarized version of their legal documents. Our partner's lawyer requires few days for notarization and Philippine embassy in India requires at least two (2) to three (3) weeks for consularization. We are also looking at few days for them to transmit these documents to Manila from India.</p> <p><b>3i Infotech</b></p> <p><u>Question:</u></p> <p>1. "Joint-Venture Agreement (JVA) requires us to secure a consularized and notarized</p>	<p><b>Consularization of documents of embassy/consul in India</b></p> <p>- Per research, both India and the Philippines are contracting parties-states to the Apostille Convention ("Apostille-contracting parties" for brevity). As such, the documents pertained to in the letters of TIM and 3ii shall only be appended with apostilles and no longer require the more thorough process of being consularized. This process shall require a period shorter than two-three weeks as cited by the bidders requesting for extension.</p>

	QUERY	TWG RESPONSE
	<p>version of our legal documents. Processing of the consularized documents from the Philippine Embassy in India will take at least two (2) to three (3) weeks. We are also looking at few days for us to transmit these documents to Manila from India. This entire process will take about three (3) to four (4) weeks before all our documents are ready for bid submission.</p>	
3.	<p><b>Total Information Management</b> <u>Question:</u></p> <p>2. Tax Clearance is required from our foreign partner for JVA purposes and is a prerequisite document for PhilGEPS Certificate of Registration. The BIR now requires that all foreign documents shall be consularized and notarized. Thus, we cannot start with the processing of obtaining their Tax Clearance without the necessary consularized and notarized documents as mentioned on No. 1.</p> <p>3. Related to No. 2, we cannot process our foreign partner's PhilGEPS Certification of Registration and Membership since we still do not have their Tax Certification yet. Though our partner already did the necessary PhilGEPS registration and uploading of documents online, the Tax Clearance is still a prerequisite document in applying for PhilGEPS Certification.</p> <p><b>3i Infotech</b> <u>Question:</u></p> <p>2. Tax Clearance is required from for JVA purposes and is a prerequisite document for PhilGEPS Certificate of Registration. The BIR now requires that all foreign documents shall be consularized and notarized. Thus, we cannot start with the processing of obtaining their Tax Clearance without the necessary consularized and notarized documents as mentioned on No. 1.</p> <p>3. Related to No. 2, we cannot process our foreign partner's PhilGEPS Certification of Registration and Membership since we still do not have their Tax Certification yet. Though we already did the necessary PhilGEPS registration and uploading of documents online, the Tax Clearance is still</p>	<p><b>Tax Clearance from the Bureau of Internal Revenue</b></p> <p>-The bidders may research/ secure the necessary tax clearance (or equivalent) from the Collection Enforcement Division and from the proper online resource provided by the BIR itself.</p> <p>The bidders themselves may clarify the matter of tax clearance or even the verification certificates given to non-resident foreign corporations.</p>

	QUERY	TWG RESPONSE
	a prerequisite document in applying for PhilGEPS Certification.	
4	<p><b>Credence (Fritz &amp; Macziol Asia)</b>  <u>Question:</u>            We would like to request for a site survey of SSS Data Center.</p>	<p><i>You may be allowed for a site survey of SSS Data Center provided that you send a formal request to the Department Head of Data Center Operations Department at least one (1) day prior to the date of visit.</i></p>

**PART III. ADDITIONAL CLARIFICATIONS/AMENDMENTS TO THE BIDDING DOCUMENTS**

	PARTICULARS	ADDITIONAL CLARIFICATIONS/AMENDMENTS
1.	Amendments to Section V to include contract provisions (as per memo from Documentation and Conveyancing Department dated 1 Aug 2019)	<p>This amends portion of Section V, Special Conditions of the Contract to include as Item 10.3 the following provisions:</p> <p>“The payment shall be subject to retention of Withholding Tax and other applicable tax in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.”</p> <p>This amends portion of Section V, Special Conditions of the Contract, Item 21.1 as follows:</p> <ol style="list-style-type: none"> <li>1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.</li> </ol> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the contract.</p> <ol style="list-style-type: none"> <li>2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the Winning Bidder with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the contract.</li> </ol>

	PARTICULARS	ADDITIONAL CLARIFICATIONS/AMENDMENTS
		<p>3. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations pursuant to the Contract if such delay is due to force majeure. Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.</p> <p>4. NON-ASSIGNMENT. Neither party may assign the Contract in whole or in part without the consent of the other party.</p> <p>The Winning Bidder shall not subcontract in whole or in part the project and deliverables subject of the Contract without the written consent of SSS.</p> <p>5. WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.</p> <p>6. CUMULATIVE REMEDIES. Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.</p> <p>7. NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly and manifestly understood and agreed upon that the employees of Winning Bidder assigned to perform the project are not employees of SSS. Neither is there an employer-employee relationship between SSS and Winning Bidder.</p> <p>The Contract does not create an employer-employee relationship between SSS and the Winning Bidder including its personnel; that the services rendered by the personnel assigned by Winning Bidder to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity</p>

	PARTICULARS	ADDITIONAL CLARIFICATIONS/AMENDMENTS
		<p>to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The Winning Bidder hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to Winning Bidder's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. Winning Bidder shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.</p> <p>8. PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.</p> <p>9. COMPLIANCE WITH SS LAW. The Winning Bidder shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated.</p> <p>Should Winning Bidder fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from Winning Bidder's receivables under this Agreement.</p> <p>Further, prescription does not run against SSS for its failure to demand SS contributions or payments from Winning Bidder. Moreover, Winning Bidder shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.</p> <p>10. COMPLIANCE WITH LABOR LAWS. The Winning Bidder, as employer of the personnel assigned to undertake the project, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices. It is agreed further that prior to the release of any payment by SSS to Winning Bidder, its President, or</p>

	PARTICULARS	ADDITIONAL CLARIFICATIONS/AMENDMENTS
		<p>its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the project as well as benefits by law and other related labor legislation have been paid by Winning Bidder and that he/she assumed full responsibility thereof.</p> <p>11. COMPLIANCE WITH TAX LAWS. The Winning Bidder shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by Winning Bidder to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.</p> <p>12. SETTLEMENT OF DISPUTES. All actions and controversies that may arise from the Contract involving but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.</p> <p>13. GOVERNING LAW. The contract shall be governed by and interpreted according to the laws of the Republic of the Philippines.</p> <p>14. AMENDMENTS. The contract may be amended only in writing and executed by the parties or their duly authorized representatives.</p> <p>15. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.</p> <p>16. VENUE OF ACTION. Any suit or proceeding arising out of relating to the contract shall be instituted in the appropriate</p>

	PARTICULARS	ADDITIONAL CLARIFICATIONS/AMENDMENTS
		<p>court in Quezon City, parties hereto waiving any other venue.</p> <p>17. BINDING EFFECT. The contract shall be binding upon the parties hereto, their assignee/s and successor/s-in-interest.</p> <p>18. NON-PUBLICITY. No press release in oral, written or electronic form shall be issued covering this transaction without prior written approval of SSS. Inclusion in any reference lit shall also be undertaken only upon prior written approval of SSS.</p>
2.	Inclusion of pro-forma contract	See attached Annex A-1 for the AGREEMENT FOR THE SUPPLY, DELIVERY, INSTALLATION INTO OPERATIONAL STATE AND MAINTENANCE OF AN INVESTMENT MANAGEMENT SYSTEM
3.	Amendments to the hardware technical specifications (Sections VI, VII and VIII)	<p>See Attached Annex A-2. This amends Section VI. Schedule of Requirements, Hardware Requirements, item b.</p> <p>See attached Annex A-3. This amends Section VII. Technical Specifications, Item 1, Hardware Technical specifications.</p> <p>See attached Annex A-4. This amends Section VIII. Bidding Forms, annex B. Acceptance Criteria, item 1), Hardware.</p>
4.	Amendments to Bid Breakdown	See attached Annex A-5. This amends Section VIII. Bidding Forms, Bid Breakdown.
5.	Clarifications on Annex D for Conceptual IMS Framework, Page 149 of the IMS bidding documents.	<p>The paragraph below should be inserted after the last paragraph on page 149 of the bidding documents, under Section VIII. Bidding Forms, Annex D, Conceptual IMS Framework.</p> <p><b><u>“Software Implementation Strategy</u></b></p> <p>The SSS IMS may be comprised of either a single or mixed set of packaged software solutions, that may have customizations for non-critical processes to address all the requirements.</p> <p><b>Packaged Software</b> is defined as an off-the-shelf, configurable application. It includes development of any new features or options not currently available within the packaged software thru additional pieces of code, or additional tables without revision of the original source code.</p> <p><b>As a system implementation strategy, the SSS prefers packaged software to address the Target Information System. The SSS prefers that there be no modifications to the mainline source code for critical processes.”</b></p>

\*\*\*\* NOTHING FOLLOWS \*\*\*\*



AGREEMENT FOR THE SUPPLY, DELIVERY, INSTALLATION  
INTO OPERATIONAL STATE AND MAINTENANCE OF AN  
INVESTMENT MANAGEMENT SYSTEM  
ITB-SSS-Goods-\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

This Agreement ("Agreement") is made and executed by and between:

The SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its \_\_\_\_\_, \_\_\_\_\_ and its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the "SSS";

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\_\_\_\_\_, a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office at \_\_\_\_\_ represented herein by its \_\_\_\_\_, \_\_\_\_\_ and its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the "SUPPLIER".

WITNESSETH

WHEREAS, the SSS Bids and Awards Committee I (BAC I) posted the Invitation to Bid for the Supply, Delivery, Installation into Operational State, and Maintenance of an Investment Management System ("PROJECT") and has accepted the bid of the SUPPLIER for the supply of the PROJECT;

WHEREAS, the SSS BAC I under its Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, recommended the award of the PROJECT to the SUPPLIER which was approved by the Approving Authority pursuant to the authority given by the Social Security Commission under Resolution No. 795-s.2017 dated November 22, 2017 (Annex "A");

WHEREAS, a Notice of Award dated \_\_\_\_\_ was issued by the SSS BAC I to the SUPPLIER (Annex "B");

WHEREAS, per Resolution of the Board of Directors of the SUPPLIER in its meeting held on \_\_\_\_\_, the above-mentioned officer/s have been authorized to sign and execute this AGREEMENT for and in its behalf (Annex "C");

WHEREAS, on \_\_\_\_\_, the SUPPLIER submitted its Performance Security in the form of \_\_\_\_\_ in the amount of \_\_\_\_\_ (P\_\_\_\_\_);

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree and stipulate as follows:

ARTICLE I  
CONTRACT DOCUMENTS

1. The Contract Documents consist of this Agreement and the following Annexes that are attached hereto and shall form part of this Agreement:

ANNEX	DESCRIPTION OF DOCUMENT	NO. OF PAGES
A	SSS BAC I Resolution No. _____ dated _____ recommending the award of the PROJECT to the SUPPLIER and approval by the Approving Authority	
B	Notice of Award dated _____	
C	Secretary's Certificate certifying that in its meeting held on _____, the Board of Directors of the SUPPLIER approved and authorized the above-named officer/s to execute, sign and deliver this Agreement for and in behalf of the SUPPLIER	
D	Philippine Bidding Documents (PBD) – Supply, Delivery, Installation into Operational State, and Maintenance of an Investment Management System under ITB-SSS-Goods-_____ Annex A – Payment Milestone Annex B – Acceptance Criteria Annex C – Support Personnel Annex D – Conceptual IMS Framework Annex E – Investments Sector Organization Structure Annex F – Information Communications Technology (ICT) Infrastructure	
E	Bid Bulletin No. 1 dated _____ including Annex "A" thereof	
F	Statement of Compliance by the SUPPLIER of the following: F-1 Schedule of Requirements F-2 Technical Specifications F-2.1 Bill of Materials	
G	Financial Proposal submitted by the SUPPLIER G-1 Bid Breakdown or Payment Milestone	

2. Other documents referred to in Section 37.2.3 of the RIRR of the Government Procurement Reform Act shall likewise form part of this Agreement. Any item mentioned in any of the above-mentioned Annexes shall be deemed included and covered by this Agreement. In case of doubt or conflict of some items or provisions in the above-mentioned Annexes and this Agreement, the provisions of this Agreement shall prevail.
3. Neither party shall make any change or alteration in the above-mentioned Annexes without the prior written approval by the other, which approval shall not be unreasonably withheld, and the alteration or change shall be deemed approved upon the expiration of the agreed time within which to decide by the parties.

## ARTICLE II OBLIGATIONS OF THE SUPPLIER

1. The SUPPLIER shall provide the PROJECT within the required periods and in accordance with the specifications detailed in the PBD (Annex "D"), Bid Bulletin No. 1 (Annex "E"), and Statement of Compliance with the Schedule of Requirements (Annex F-1), Technical Specifications (Annex "F-2") and Bill of Materials (Annex "F-2.1") which consist of the following:
  - 1.1 One (1) unit of Investment Management System (IMS) with thirty (30) sets of Desktop Computers/Workstations;

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- 1.2 Products manuals/documentation, both in hard and soft copies;
  - 1.3 Trainings;
  - 1.4 Preventive and Remedial Services within the required 2-year warranty period for Hardware and Software;
  - 1.5 Three (3)-year Maintenance Services for Hardware and Software;
  - 1.6 Project Management ,
2. It shall strictly comply and adhere to the applicable provisions under Republic Act No. 10173 (Data Privacy Act of 2012) and its Implementing Rules and Regulations (IRR) and other issuances of the National Privacy Commission.
  3. All such items, although not specifically mentioned, that can be reasonably inferred as being required for the delivery of the PROJECT as if such items were expressly mentioned herein.

### ARTICLE III CONTRACT PRICE

1. For and in consideration of the PROJECT and in accordance with Financial Proposal of the SUPPLIER (Annex G), SSS agrees to pay the SUPPLIER the sum of \_\_\_\_\_ PESOS (P\_\_\_\_\_), Philippine Currency, inclusive of VAT and all applicable taxes, duties and other charges, and not subject to any price escalation.
2. The mode of payment shall be based on the Payment Milestone (Annex A of the PBD).
3. The aforementioned fees shall be subject to retention of Withholding Tax and other applicable tax in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.
4. In case the SUPPLIER opts that its warranty be covered by retention money in amount equivalent to at least Five Percent (5%) of the cost of the PROJECT instead of a special bank guaranty equivalent to at least Five Percent (5%) of the Total Contract Price, SSS shall deduct the said amount from the SUPPLIER's billing.

### ARTICLE IV REPRESENTATION AND WARRANTIES

1. The SUPPLIER warrants that it has the authority of the licensor to supply the software and assume the responsibilities of the licensor in relation to the software.
2. The SUPPLIER has the right and authority to grant the software licenses to SSS.
3. The SUPPLIER warrants that the software does not infringe any intellectual property rights of any person or entity.
4. SSS shall immediately notify the SUPPLIER as soon as practicable of any suspected or alleged infringement of the intellectual property right/s of any person or entity concerning the delivered and installed software.
5. The SUPPLIER shall be liable for any expense or damage arising out of any erasure, damage or destruction of files, data or programs due to its fault or negligence.
6. The SUPPLIER shall not release SSS or SSS members' information to another client or to another person or entity, since all information shall be treated with confidentiality and in accordance with the Data Privacy Act of 2012 and its IRR, except where the prior written consent of SSS or its member is obtained, or such information is required to be disclosed pursuant to any applicable law or legal process issued by any court.

7. Upon the signing of this Agreement, the PROVIDER shall execute and submit to SSS a sworn statement that at no point has it given anything to any official or employee of SSS in the course of obtaining approval of the PROJECT.
8. The SUPPLIER's warranty shall be in addition to the provisions in Section IV, General Conditions of the Contract and Section V, Special Conditions of the Contract of the PBD and to the express or implied warranties under the Philippine Laws.

ARTICLE V  
SOFTWARE LICENSE

1. All copies of products/software to be installed must be licensed and/or registered solely for SSS use according to the existing copyright laws and the manufacturer's or licensor's established conditions.
2. If the SUPPLIER is not the manufacturer, a written certification from the manufacturer must be submitted stating its ability to meet all the requirements and other conditions of the PBD (Annex D).
3. Ownership over and title to the deliverables / products / software, including the source codes, under this Agreement, shall be transferred from the SUPPLIER to SSS upon final acceptance and full payment by SSS. Risk of loss or damage to the deliverables shall pass to SSS upon final acceptance.

ARTICLE VI  
LIQUIDATED DAMAGES

1. In addition to Section IV. General Conditions of the Contract, Clause 19 on Liquidated Damages of the PBD, the SSS need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the SUPPLIER, or collected from the warranty security posted by the SUPPLIER, whichever is convenient to SSS.
2. Liquidated Damages are in addition to other kinds of damages that the SSS may prove.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have hereunto set their hands below on the date and place indicated in their respective Acknowledgements.

SOCIAL SECURITY SYSTEM  
(SSS)

By:

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

*Agate*

By: \_\_\_\_\_  
(SUPPLIER)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

BELINDA B. ELLA \_\_\_\_\_  
Department Manager III  
General Accounting Department

FUNDS AVAILABLE:  
APP No.: \_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Quezon City ) S.S.

BEFORE ME, a Notary Public for and in Quezon City, this \_\_\_\_\_,  
personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same persons who executed the foregoing Agreement, and who acknowledged to me that the same their free and voluntary act and deed as well as the free and voluntary act and deed of the entity they represent in this instance.

This instrument refers to Agreement, consisting of six (6) pages (excluding the Annexes), including this page on which this Acknowledgment is written, signed by the Parties and their two (2) instrumental witnesses on each and every page hereof.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 201\_\_\_\_.



SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in \_\_\_\_\_ City, this \_\_\_\_\_,  
personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same persons who executed the foregoing Agreement, and who acknowledged to me that the same their free and voluntary act and deed as well as the free and voluntary act and deed of the entity they represent in this instance.

This instrument refers to Agreement, consisting of six (6) pages (excluding the Annexes), including this page on which this Acknowledgment is written, signed by the Parties and their two (2) instrumental witnesses on each and every page hereof.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 201\_\_.

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	HARDWARE REQUIREMENTS		
	<p>b. There will be two (2) servers or sets of servers and software that should be sized for the SSS IMS production roll-out, and these are defined as follows:</p> <ul style="list-style-type: none"> <li>• One for Production (PROD)</li> <li>• One for the Disaster Recovery Center (DRC), to be located off-site</li> </ul> <p><i>Refer to Annex F for Information Communications Technology (ICT) Infrastructure.</i></p>	2	



## Hardware Technical Specifications

ITEM	SPECIFICATION		STATEMENT OF COMPLIANCE
1	<b>HARDWARE TECHNICAL SPECIFICATIONS</b>		
A	<b>Data Base and Application Servers</b>		
	<ul style="list-style-type: none"> <li>one in main data center and one in business recovery center</li> </ul>		
A.1	Form Factor	2U rack-mount	
A.2	Processor	2x Processor 3.3GHz with 8 cores, 16 threads, 2933 MHz Max Memory Speed	
A.3	Memory	4x 16GB DDR4 2933MHz (2Rx8 1.2V) RDIMM	
		Supports up to 3TB	
		Offers protection in the event of a non-correctable memory failure with Single Device Data Correction (SDDC, also known as Chipkill, requires x4-based DIMMs), Adaptive Double Device Data Correction, Error correction code (ECC), memory mirroring, memory rank sparing, patrol scrubbing, and demand scrubbing.	
A.4	Storage	5x 2.5" 2.4TB 10K SAS 12Gb Hot Swap 512e HDD, Configured in Raid 10 + Hot Spare	
		2x M.2 240GB SATA 6Gbps Non-Hot Swap SSD, Hardware-Based Mirroring	
		Must have 24 x 2.5" Disk Bays	
A.5	RAID Controller	12 Gbps SAS/SATA RAID controller that supports RAID 0, 1, 10, 5, 50, 6, 60 with 4GB Cache. Supports 24 drives.	
A.6	Power Supply	2x 1100W (230V/115V) Platinum Hot-Swap Power Supply	
		Supports up to two redundant hot-swap 550 W, 750 W, or 1100 W (100 - 240 V), or 1600 W (200 - 240 V) High Efficiency Platinum AC power supplies	
A.7	Cooling	Six hot-swap system fans with N+1 redundancy.	
A.8	Connectivity	4-port 10Gb 4-port Base-T LOM	
		2x 10/25GbE SFP28 2-port PCIe Ethernet Adapter	
		4x 5m Passive 25G SFP28 DAC Cable	
		Compatible with SSS existing Top-Of-Rack Switch	
		Supports optional mezzanine LOM (ML2) slot for dual-port 10 GbE cards with SFP+ or RJ-45 connectors or	



		single- or dual-port 25 GbE cards with SFP28 connectors	
A.9	PCI Expansion Slot	Supports up to seven PCIe slots	
A.10	Included License	Windows Server 2019 Standard for 16 Cores and Lenovo XClarity Pro for 5 Years	
A.11	Systems Management	Must be manageable by the existing XClarity Pro Management software	
		Supports a UEFI-based tool, accessible from F1 during boot, to provide system inventory information, graphical UEFI Setup, platform update function, RAID Setup wizard, operating system installation function, and diagnostic functions.	
		Supports a UEFI-based tool, accessible from F1 during boot, to provide system inventory information, graphical UEFI Setup, platform update function, RAID Setup wizard, operating system installation function, and diagnostic functions.	
		A system of LEDs on various external and internal components of the server that leads you to the failed component. When an error occurs, LEDs are lit on the front I/O assembly, the rear panel, the system board, and the failed component to simplify servicing, speeds up problem resolution, and helps improve system availability.	
		Continuously monitors system parameters, triggers alerts, and performs recovery actions in case of failure to minimize downtime with Built-in Server Management Module	
A.12	Compliance	Must be able to provide proactive alerts for processors, voltage regulators, memory, internal storage (SAS/SATA HDDs and SSDs, NVMe SSDs, M.2 storage, flash storage adapters), fans, power supplies, RAID controllers, and server ambient and sub-component temperatures	

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A.13	Operating Environment	United States FCC Part 15, Class A Canada ICES-003/NMB-03, Class A UL/CSA 60950-1 Mexico NOM-019 Argentina IEC60950-1 Japan VCCI, Class A Australia/New Zealand AS/NZS CISPR 22, Class A China CCC GB4943.1, GB9254 Class A, GB17625.1 Taiwan BSMI CNS13438, Class A; CNS14336-1 Korea KN22, Class A; KN24 Russia/GOST ME01; IEC-60950-1; GOST R 51318.22, 51318.24, 51317.3.2, and 51317.3.3 IEC 60950-1 (CB Certificate and CB Test Report) Europe CE Mark (EN55022 Class A, EN60950-1, EN55024, EN61000-3-2, EN61000-3-3) CISPR 22, Class A Germany TUV-GS (EN60950-1 /IEC60950-1,EK1-ITB2000) Reduction of Hazardous Substances (ROHS) Energy Star 2.1	
A.14	Warranty	Complies with ASHRAE Class A2, A3 and A4 specifications	
A.15	Provide partition for development for development platform <ul style="list-style-type: none"> <li>development platform should be provided for customized functionalities of the IMS</li> </ul>		
<b>B</b>	<b>DESKTOP COMPUTERS/WORKSTATIONS (30 units)</b>		
B.1	PROCESSOR	2 Cores, 4 Threads, 3 MB L3 Cache, Latest Generation chipset	
B.2	MEMORY	8 GB 2133 MHz DDR4 (2 x 4 GB DIMMs - Dual Channel)	
B.3	HARD DRIVE	512 GB SSD 7200 RPM	
B.4	VIDEO CARD	Integrated, with at least 1GB shared RAM	
B.5	NETWORK INTERFACE CARD	<ul style="list-style-type: none"> <li>On-board Ethernet 10/100/1000 mbps</li> <li>Built-in Wireless LAN Adapter (802.11 ac)</li> </ul>	
B.6	USB PORT	6 On-board USB ports <ul style="list-style-type: none"> <li>At least two (2) ports located at the front panel</li> <li>At least two (2) USB 3.0 ports</li> </ul>	
B.7	AUDIO PORT	On-board Audio ports <ul style="list-style-type: none"> <li>Audio-out</li> <li>Headphone and microphone connector or combo on front panel</li> </ul>	
B.8	CASING	SFF Desktop: Maximum height is 4 inches	

*Right*

ITEM	DELIVERABLE ITEMS		ACCEPTANCE CHECKLIST
1	<b>HARDWARE TECHNICAL SPECIFICATIONS</b>		
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		Supports up to 3TB	
		Offers protection in the event of a non-correctable memory failure with Single Device Data Correction (SDDC, also known as Chipkill, requires x4-based DIMMs), Adaptive Double Device Data Correction, Error correction code (ECC), memory mirroring, memory rank sparing, patrol scrubbing, and demand scrubbing.	
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		Must have 24 x 2.5" Disk Bays	
A.5	RAID Controller	12 Gbps SAS/SATA RAID controller that supports RAID 0, 1, 10, 5, 50, 6, 60 with 4GB Cache. Supports 24 drives.	
A.6	Power Supply	2x 1100W (230V/115V) Platinum Hot-Swap Power Supply	
		Supports up to two redundant hot-swap 550 W, 750 W, or 1100 W (100 - 240 V), or 1600 W (200 - 240 V) High Efficiency Platinum AC power supplies	
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### Bid Breakdown

Name of Bidder \_\_\_\_\_ Invitation to Bid Number \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_

Cost Component (Note: Include all applicable components)	TOTAL COST
<b>A. Capital Outlay (CO)</b>	
1. Hardware (Acquisition Cost) (Must not exceed the amount of ₱4.5-M)	₱
2. Software (Acquisition Cost) (Must not exceed the amount of ₱30.0-M)	₱
3. Project Implementation (Must not exceed the amount of ₱22.9-M)	₱
<b>SUB-TOTAL FOR CAPITAL OUTLAY</b> (Must not exceed the amount of ₱57.4-M)	<b>₱</b>
<b>B. Maintenance &amp; Other Operating Expenses (MOOE)</b>	
4. Training	FREE
5. Two-Year Warranty	FREE
6. Three-Year Maintenance Cost after the Two-Year Warranty period (Hardware and Software) (Must not exceed the amount of ₱9.0-M)	₱
<b>SUB-TOTAL FOR MOOE</b> (Must not exceed the amount of ₱9.0-M)	<b>₱</b>
<b>GRAND TOTAL</b>	<b>₱</b>

**Note:**

1. Fill up all required items/field (with ₱) in the bid breakdown. **Failure to indicate any of the following shall mean outright disqualification** since bid is considered Non-Responsive per Section II. Instructions to Bidders, items 15.2 and 28.3:
  - If the item is given for free, indicate dash (-), zero (0) or free
  - If the item is not applicable, indicate N/A
2. **Three-year maintenance costs (MOOE) after the two-year warranty period shall be paid in twelve (12) equal quarterly installments starting Year 3 up to Year 5.**
3. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, item 19.4.
4. Warranty requirement is at no cost to SSS.