



**Social Security System**  
East Avenue, Diliman, Quezon City

## **PHILIPPINE BIDDING DOCUMENTS**

**Fifth Edition - October 2016**

# **Procurement of GOODS**

Acquisition of ICT Resources for the Replacement of  
M9000 Production and Disaster Recovery (DR) Systems

ITB No. SSS-Goods-2019-038

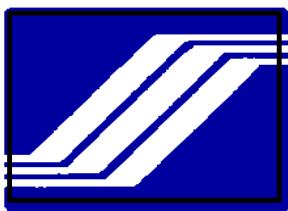
**July 3, 2019**

Government of the Republic of the Philippines

**HIDELZA B. CASTILLO**  
Chairperson, TWG

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**Invitation to Bid**  
**ITB-SSS-Goods-2019-038**

**ACQUISITION OF ICT RESOURCES FOR THE REPLACEMENT OF M9000  
 PRODUCTION AND DISASTER RECOVERY (DR) SYSTEMS**

Approved Budget for the Contract (ABC) & Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non-refundable)	Schedule of Activities Date/Time	
			Pre-bid Conference	Deadline of submission and receipt of bids
<p><b>₱ 351,000,000.00</b></p> <p>Break down as follows:</p> <p><b>₱ 245,000,000.00 – Hardware and Software/Delivery Services - Capital Outlay (CO)</b></p>	<p>120 calendar days from receipt of Notice to Proceed together with the signed contract</p>	<p>₱ 42,500.00</p>	<p>July 25, 2019 (Thursday) 2:30pm</p>	<p>August 7, 2019 (Wednesday) 2:00pm</p>
<p><b>₱ 106,000,000.00 – Maintenance and Other Operating Expenses – (MOOE)</b></p>	<p>Immediately after the two-year warranty period</p>			

1. The **SOCIAL SECURITY SYSTEM** now invites Bids for the above item. Delivery of the GOODS is required within the period specified above. **Bidders should have completed within five (5) years prior to 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 - Instruction to Bidders.
2. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
3. Bidding shall 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 the SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.
5. **A complete set of Bidding Documents may be acquired by interested bidders starting 17 July 2019 up to the scheduled submission and receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment shall be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

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

6. The SSS shall hold a Pre-Bid Conference on the date and time specified above at the Green Room, 12<sup>th</sup> Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.
7. Bids must be duly received by the BAC Secretariat at the Green Room, 12<sup>th</sup> Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on the date & time specified above at the Green Room, 12<sup>th</sup> Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids shall be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
9. The SSS 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. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
11. For further information, please refer to:

**Bids & Awards Committee**

**The Secretariat**

2<sup>nd</sup> Flr., SSS Main Bldg., East Ave., Diliman, Q.C.  
Tel # (632) 922-1070; 920-6401 local 5492/6382  
Email – bac@sss.gov.ph

**THE CHAIRPERSON  
BIDS & AWARDS COMMITTEE**

ref.: itb-sss-goods-2019-038-Replacement of M9000

# *Section II. Instructions to Bidders*

## **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 Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

### **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 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 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) Corporations 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:

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

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.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary 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;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of 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**

- 8.1 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.
- 8.2. 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.

- 8.3. 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**

12.1. 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. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (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.

### **13. Documents Comprising the Bid: Financial Component**

13.1. 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**.
- 13.2. (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.

## **14. 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.

## **15. Bid Prices**

- 15.1. 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.

- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.

## 16. Bid Currencies

- 16.1. 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.
- 16.2. 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.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## 17. Bid Validity

- 17.1. 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.
- 17.2. 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.

## 18. Bid Security

- 18.1. 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)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(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.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)



The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 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.

- 18.2. 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.
- 18.3. 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 reglementary 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.
- 18.4. 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.
- 18.5. 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.

## **19. Format and Signing of Bids**

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. 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".

- 20.2. 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.
- 20.3. 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.
- 20.4. 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 21;
  - (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.
- 20.5. 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**

### **21. 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**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor, or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

### **22. 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.

### **23. Modification and Withdrawal of Bids**

23.1. 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.
- 23.3. 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.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the 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.

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

- 24.1. 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.
- 24.2. 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".
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.

- 24.6. 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.
- 24.7. 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.
- 24.8. 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.
- 24.9. 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 cost of materials.
- 24.10 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**

### **25. Process to be Confidential**

- 25.1. 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.
- 25.2. 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.

## 26. 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.

## 27. Domestic Preference

27.1. 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.

27.2. 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.

## 28. Detailed Evaluation and Comparison of Bids

28.1. 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.

28.2. 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.

28.3. 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.
- 28.4. 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**.
- 28.5. 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.
- 28.6. 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.
- 28.7. 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.

## **29. Post-Qualification**

- 29.1. 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.
- 29.2. 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.

- 29.3. 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.
- 29.4. 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.
- 29.5. 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.
- 29.6. 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.
- 29.7. 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.

### **30. Reservation Clause**

- 30.1. 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.
- 30.2. 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.

30.3. 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**

### **31. Contract Award**

- 31.1. 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.
- 31.2. 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.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of valid JVA, if applicable, within ten (10) calendar days from receipt of the Notice of Award:

- (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.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

## **32. Signing of the Contract**

- 32.1. 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.
- 32.2. 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.
- 32.3. 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.
- 32.4. 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**.

## **33. Performance Security**

- 33.1. 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.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(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.	
(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.	Thirty percent (30%)

33.3. 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.

**34. 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.

**35. 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*

ITB Clause	
1.1	The Procuring Entity is <b>SOCIAL SECURITY SYSTEM</b> .
1.2	<p>The name of the Contract is <b>Acquisition of ICT Resources for the Replacement of M9000 Production and Disaster Recovery (DR) Systems</b></p> <p>The identification number of the Contract is _____.</p> <p>The lot(s) and reference is/are:</p> <p>Acquisition of ICT Resources for the Replacement of M9000 Production and Disaster Recovery (DR) Systems</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the SSS Approved FY 2019 Annual Procurement Plan (APP Code 47), in the amount of <b>₱351,000,000.00</b> broken down as follows:</p> <ul style="list-style-type: none"> <li>• <b>₱ 245,000,000.00</b> – Hardware and Software/Delivery Services – Capital Outlay (CO)</li> <li>• <b>₱ 106,000,000.00</b> – Maintenance and Other Operating Expenses – Hardware and Software (MOOE)</li> </ul> <p>The name of the Project is: Acquisition of ICT Resources for the Replacement of M9000 Production and Disaster Recovery (DR) Systems</p>
3.1	No further instructions.
5.1	Bidder should not have any pending case filed against the SSS, its officials and employees.
5.2	Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within five (5) years prior to the deadline for submission and opening of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to projects that include supply, delivery and installation and configuration into operational state of Servers and Storage Systems of similar platform and technology.</p>
7	No further instructions.
8.1	Subcontracting is not allowed
8.2	Not applicable.
9.1	The <b>SOCIAL SECURITY SYSTEM</b> will hold a pre-bid conference for this Project as indicated in the Advertisement.
10.1	<p>The Procuring Entity's address is:</p> <p><b><i>The Chairperson BIDS AND AWARDS COMMITTEE 2<sup>nd</sup> Floor, SSS Main Building East Avenue, Diliman, Quezon City</i></b></p>

ITB Clause							
	<p><i>Tel No: (632)922-2991, 922-1070, 920-6401 loc.5491</i>  <i>E-mail: bac@sss.gov.ph</i>  <i>Facsimile number: (632) 924-7380</i>  <i>Website: <a href="http://www.sss.gov.ph">http://www.sss.gov.ph</a></i></p>						
12.1(a)	<p><i>First Envelope:</i></p> <p>(i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA9184. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.</p> <p>(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. The statement shall include, for each contract, the following:</p> <p>(ii.1) name of the contract;</p> <p>(ii.2) date of the contract;</p> <p>(ii.3) contract duration;</p> <p>(ii.4) owner's name and address;</p> <p>(ii.5) kinds of Goods;</p> <p>(ii.6) amount of contract and value of outstanding contracts;</p> <p>(ii.7) date of delivery; and</p> <p>(ii.8) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</p> <p>(iii) Statement of Single Largest Completed Contract similar to the project to be bid equivalent within five (5) years prior to the date of submission and receipt of bids and at least 50% of the ABC;</p> <p>(iv) NFCC computation in accordance with <b>ITB</b> Clause 5.5 or a committed Line of Credit from a universal or commercial bank;</p> <p>(v) JVA or the Duly Notarized Statement in accordance with Section 23.1 (b) of the 2016 Revised IRR of RA9184, if applicable;</p> <p>(vi) 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:</p> <table border="1" data-bbox="516 1789 1393 2255"> <thead> <tr> <th data-bbox="516 1789 1068 1888">Form of Bid Security</th> <th data-bbox="1068 1789 1393 1888">Amount of Bid Security (Not less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td data-bbox="516 1888 1068 2001">Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1068 1888 1393 2255" rowspan="2">Two percent (2%) or <b>₱ 7,020,000.00</b></td> </tr> <tr> <td data-bbox="516 2001 1068 2255">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.</td> </tr> </tbody> </table>		Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or <b>₱ 7,020,000.00</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.
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)						
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or <b>₱ 7,020,000.00</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.							

ITB Clause		
	<p>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%) or <b>₱ 17,550,000.00</b></p>
	<p>* Bank issued securities must be issued by a universal/commercial bank.  * Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.  * Bid Securing Declaration must be notarized by a duly commissioned Notary Public.</p> <p>(vii) Technical Proposal/Specifications</p> <p>(a) Statement of Compliance with the Technical Specifications , as enumerated and specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications) of the Bidding Documents;</p> <p>(viii) Omnibus Sworn Statement (form supplied)</p> <p>(a) Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.3 of RA 9184 and its 2016 Revised IRR notarized by a duly commissioned Notary Public.</p> <p>(i) Statement attesting to the Bidder’s responsibilities pursuant to <b>ITB</b> Clause 6.</p> <p>(ii) That it is not “blacklisted” or barred from bidding the GOP or any of its agencies, offices, corporations or LGUs, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;</p> <p>(iii) 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;</p> <p>(iv) That it authorizes the SOCIAL SECURITY SYSTEM or its duly authorized representative(s) to verify all the documents submitted;</p> <p>(v) 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;</p> <p>(vi) That it complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and</p> <p>(vii) That it complies with existing labor laws and standards. The winning/supplier shall also:</p>	

ITB Clause	
	<p>a. Comply with the provisions of the Social Security Act (Republic Act No. 11199) and all labor and social legislations, rules and regulations.</p> <p>b. SSS has the option to deduct from the contract price any delinquency amount due to SSS.</p> <p>(viii) 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.</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.
13.1(a)	<p><i>Second Envelope</i></p> <p>Financial Proposal</p> <ol style="list-style-type: none"> <li>1. Cost Proposal (Form Supplied)</li> <li>2. Bid Breakdown (Form Supplied)</li> </ol>
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	<p>The ABC is <b>₱351,000,000.00, broken down as follows:</b></p> <ul style="list-style-type: none"> <li>• <b>₱ 245,000,000.00</b> – Hardware and Software/Delivery Services - Capital Outlay (CO)</li> <li>• <b>₱ 106,000,000.00</b> – Maintenance and Other Operating Expenses – Hardware and Software (MOOE)</li> </ul> <p>Any bid with a financial component exceeding the amount per item (Capital Outlay/MOOE) shall not be accepted.</p>
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not applicable.
15.4(b)(ii)	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 reckoned from the date of the submission and opening of bids.

ITB Clause	
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> <ol style="list-style-type: none"> <li>1. The amount of not less than <b>₱ 7,020,000.00</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than <b>₱ 17,550,000.00</b>, if bid security is in Surety Bond.</li> </ol>
18.2	<p>The bid security shall be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.</p>
20.3	<p>Each Bidder shall submit five (5) sets.</p> <ol style="list-style-type: none"> <li>1. One (1) Envelope marked ORIGINAL; and</li> <li>2. Four (4) Envelopes marked COPY NO. ____ .</li> </ol>
21	<p>The address for submission of bids is the Social Security System's:</p> <p><b>BIDS AND AWARDS COMMITTEE</b>  <i>Green Room, 12<sup>TH</sup> Floor, SSS Main Building</i>  <i>East Avenue, Diliman, Quezon City</i></p> <p>The deadline for submission of bids is indicated in the Bid Bulletin.</p>
24.1	<p>The place of bid opening is the Social Security System's:</p> <p><b>BIDS AND AWARDS COMMITTEE</b>  <i>Green Room, 12<sup>TH</sup> Floor, SSS Main Building</i>  <i>East Avenue, Diliman, Quezon City</i></p> <p>The date and time of bid opening is indicated in the Bid Bulletin.</p>
24.2	<p>No further instructions.</p>
24.3	<p>No further instructions.</p>
27.1	<p>No further instructions.</p>
28.3 (a)	<p><b>Grouping and Evaluation of Lots –</b></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>
28.4	<p>No further instructions.</p>
29.2	<p>The bidder with the lowest calculated bid as evaluated shall submit within non-extendible five (5) calendar days upon written notice the following documentary requirements:</p> <ol style="list-style-type: none"> <li>1. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS);</li> </ol>



ITB Clause	
	<ol style="list-style-type: none"> <li>2. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months (<b>January 2019 – June 2019</b>) filed electronically (EFPS);</li> <li>3. Certification from the Supplier that the proposed solution is capable to run SSS' existing Oracle products (See "Annex B" – List of existing Oracle Products and number of Licenses); and</li> <li>4. Complete address of the Benchmark site within one (1) day upon receipt of BAC notice;</li> <li>5. Other Technical Requirements, if any, to be supplied by the Technical Working Group.</li> </ol>
32.4(f)	No additional requirement.

## *Section IV. General Conditions of Contract*

### **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 the 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 notice 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 Section VI. Schedule of Requirements.

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. At least one percent (1%) but shall not exceed five percent (5%) 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 fulfillment 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 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 favor 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 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 traveling 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.
- 17.3. 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%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) 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.

- 17.4. 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.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, 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 Section VI. Schedule of Requirements.
- 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. Once the amount of liquidated damages reaches ten percent (10%), 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 unfavorable 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 may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, 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;
- 23.2. The Procuring Entity may terminate the contract when, 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;
- 23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. 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.
- 23.5. 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) afore-mentioned, 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 in 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*

<b>GCC Clause</b>	
1.1(g)	The Procuring Entity is <b>SOCIAL SECURITY SYSTEM</b> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the SSS Approved FY 2019 Annual Procurement Plan (APP Code 47) – Replacement of M9000 Production and Disaster Recovery (DR) Systems, in the amount of <b>₱351,000,000.00</b>, broken down as follows:</p> <ul style="list-style-type: none"> <li>• <b>₱ 245,000,000.00</b> – Hardware and Software/Delivery Services – Capital Outlay (CO)</li> <li>• <b>₱ 106,000,000.00</b> – Maintenance and Other Operating Expenses - Hardware and Software (MOOE)</li> </ul>
1.1(k)	<p>The Project sites are:</p> <p style="margin-left: 40px;">a) SSS Main Building, East Ave., Diliman, Quezon City</p> <p style="margin-left: 40px;">b) SSS DR Site (To be disclosed to the winning bidder)</p>
2.1	No further instructions.
5.1	<p>The SOCIAL SECURITY SYSTEM’s address for Notices is:</p> <p><b>THE CHAIRPERSON BIDS AND AWARDS COMMITTEE</b>  <i>2<sup>nd</sup> Floor, SSS Main Building  East Avenue, Diliman, Quezon City  Tel. No. (632) 922-2991; 922-1070; 920-6401 local 5491  Email: <a href="mailto:bac@sss.gov.ph">bac@sss.gov.ph</a>  Facsimile number: (632) 924-7380  Website: <a href="http://www.sss.gov.ph">http://www.sss.gov.ph</a></i></p> <p>The Supplier’s address for Notices refers to winning bidder.</p>
6.2	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>to the Bids and Awards Committee, Green Room, 12<sup>th</sup> Floor, SSS Main Building, East Avenue, Diliman, Quezon City</i>. 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 Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</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:

- (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 purposes of this Clause the Procuring Entity's Representative at the Project Site is *IT Resource Management Department (ITRMD) and Hosting Services Department (HSD)*.

**Product Licensing –**

- (a) All copies of products to be installed must be licensed and/or registered solely for SSS use according to the existing copyright laws and the manufacturer's or licensors established conditions. The bidder shall provide a discussion on proposed licensing scheme.
- (b) If 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 this bidding document.

**Incidental Services –**

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

- (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 but within Metro Manila only, 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:

- (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 shall be in accordance with the requirements of the Remedial Services of the required Maintenance Services (during and after the warranty period), Section VII – Technical Specifications 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 within the duration of the contract

Other spare parts and components shall be supplied as promptly as possible, but in any case within 24 hours from 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:



	<p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>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.</p> <p><b>Insurance –</b></p> <p>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.</p> <p><b>Transportation –</b></p> <p>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> <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>
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	<p><b>Patent Rights –</b></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 use of the Goods or any part thereof.</p> <p><b>Compliance with SSS Law –</b></p> <p>The Winning Supplier shall report all its employees to SSS for coverage and their contribution, as well as, all amortization for salary/education/calamity and other SSS loans shall be updated. Failure to comply during contract award or implementation shall be a ground for cancellation/termination of the contract.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	<p>The terms of payment shall be:</p> <ul style="list-style-type: none"> <li>➤ Hardware and Software/Delivery Services (Capital Outlay) – one-time payment upon complete delivery and final acceptance</li> <li>➤ Maintenance (MOOE) – quarterly payment</li> </ul> <p><i>Note: Cost for the Three-Year Maintenance after the Two-Year Warranty shall be paid in twelve (12) equal quarterly installments starting Year 3 up to Year 5.</i></p>
13.4(c)	No further instructions.
16.1	<p>The inspections and tests that will be conducted are:</p> <p><b>A. <u>DURING POST QUALIFICATION</u></b></p> <p>In compliance with Section 34.3.(b) of the 2016 revised IRR of R.A. 9184, post-qualification evaluation shall include benchmark testing to determine compliance of the actual hardware and software products being offered in the bid proposal.</p> <p>The benchmark activities shall be conducted within fourteen (14) calendar days from LCB’s receipt of notice from BAC.</p> <p>All costs related to the hardware and software solution setup for the conduct of the benchmark activities shall be to the account of the bidder.</p> <p><b>B. <u>PRIOR TO PRODUCT ACCEPTANCE</u></b></p> <p><b><u>Product Delivery and Inspection</u></b></p> <p>The products for the Data Center Production System shall be delivered to, Ground Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City.</p> <p>The products for the Disaster Recovery (DR) System shall be delivered to the SSS Disaster Recovery Site (to be disclosed to the winning bidder).</p> <p>The above systems will be received and inspected by the following:</p> <ul style="list-style-type: none"> <li>- IT Resource Management Department (ITRMD)</li> <li>- Network and Communications Department (NCD)</li> <li>- Hosting Services Department (HSD)</li> <li>- Technical Working Group (TWG), Mission Critical IT Infrastructure Upgrade Project Team and SSS authorized inspectors.</li> </ul>

	<p><b>C. PERFORMANCE/ACCEPTANCE TESTING</b></p> <p>The delivered goods shall undergo a performance test for a period of thirty (30) calendar days, which shall commence on the first Monday immediately following the day when the advice of Complete Installation is submitted by the vendor.</p> <p>Vendor must therefore ensure that the system is ready for performance and acceptance testing within 120 calendar days from receipt of Notice to Proceed together with the signed Contract.</p> <p>Immediately upon successful completion of the performance period, SSS shall notify the vendor in writing of acceptance of the product and authorize payment subject to the usual COA rules and regulations.</p> <p>However, if successful completion of the performance period is not attained within <b>120 calendar days from receipt of Notice to Proceed together with the signed Contract</b>, SSS shall have the option of terminating the contract or continuing the performance test. In continuing the performance test, a daily penalty of 1/10 of 1% of the contract price shall be imposed on the vendor.</p> <p>The SSS' option to terminate the contract shall remain in effect until such time a successful completion of the performance test is attained. However, when the penalty amount has reached 10% of the total contract price, the SSS shall have the option to automatically terminate the contract.</p> <p>Upon termination of the contract, SSS will forfeit the performance security and the contract may be awarded to the bidder found to be the next Lowest Calculated and Responsive Bid.</p> <p>In awarding the contract to the bidder found to have the next Lowest Calculated and Responsive Bid, the bidder shall post the required performance security.</p> <p>No payment will be made until the hardware/software/application system is/are accepted based on mandatory technical requirements specified in <u>Section VII. Technical Specifications</u>.</p> <p>Crafting of acceptance criteria is not limited to the generic specifications mentioned in Section VII (Technical Specifications) of this bid document. Additional criteria for the configuration works may be required from the supplier as may be warranted and deemed necessary by the SSS</p>
17.3	<p>A <b>two (2) year</b> warranty is required on all delivered goods and shall be reckoned from the issuance of Certificate of Final Acceptance by the SSS. Said warranty, in addition to the provisions of GCC Clause 17, shall include, as follows:</p> <ol style="list-style-type: none"> <li>a) The winning bidder should warrant that should there be announced improvements on the proposed product and/or any of its components, after date of submission of proposals and before date of implementation, such improved product or its components should be delivered to and installed at the SSS by the winning bidder without affecting the submitted bid price proposal.</li> <li>b) During the warranty period, SSS should be entitled to all applicable software updates (OS, bundled software), security patches, and feature packs, if deemed necessary, at no additional cost to SSS.</li> </ol>

	<p>c) During the warranty period, the winning bidder must provide maintenance and technical support for hardware and/or software components of the proposal at no additional cost to SSS.</p> <p>d) Customer Portal wherein SSS can download firmware upgrades, fixes and patches.</p> <p>e) 24x7 technical support via web, email and telephone for all SSS designated IT staff.</p> <p>f) The following warranties must be in addition to the expressed or implied warranties, as provided for under Philippine laws:</p> <p style="padding-left: 40px;">f.1) Where applicable, a preventive maintenance must be provided and shall include standard cleaning, lubrication, adjustment, alignment, inspection, and testing of equipment to ensure that it is in optimum operating condition. The frequency of preventive maintenance must be on a quarterly basis.</p> <p style="padding-left: 40px;">f.2) Software performance check and fine tuning.</p> <p>All maintenance and technical support must be provided to SSS within two (2) hours from receipt of notice either through phone (hotline), electronic communication or written letter.</p>
17.4	<p>The period for correction of defects during the warranty period is within 24 hours from the time defect was first communicated either through phone (hotline), electronic communication or written letter by SSS to the supplier.</p> <p>In case defect/s was not resolved within 24 hours, a service unit should be provided by the vendor without additional cost to procuring entity within the next 24 hours. SSS use of said service unit must not exceed 30 calendar days. If after 30 calendar days of SSS use of service unit and defect on the original unit remains unresolved, supplier must replace the defective original unit with a brand new unit of the same or better specification and all shipment or delivery fees must be charged against the account of the supplier.</p>
21.1	<p>Miscellaneous provisions.</p> <p>A. 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 (particularly SSS members data), acquired from an information holder in connection with the performance of this Agreement, 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.</p> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of this Agreement</p>

- B. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement 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.
- C. **NON-ASSIGNMENT.** Neither party may assign this Agreement in whole or in part without the consent of the other party.
- The SUPPLIER shall not subcontract in whole or in part the SERVICES and deliverables subject of this Agreement without the written consent of SSS.
- D. **WAIVER.** Failure by either party to insist upon the other the 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 this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
- E. **CUMULATIVE REMEDIES.** Any and all remedies granted to the parties under the applicable laws and this Agreement shall be deemed cumulative and may, therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
- F. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly and manifestly understood and agreed upon that the employees of the SUPPLIER assigned to perform the SERVICES are not employees of SSS. Neither is there an employer-employee relationship between SSS and the SUPPLIER.

This Agreement does not create an employer-employee relationship between SSS and the SUPPLIER including its personnel; that the SERVICES rendered by the personnel assigned by the SUPPLIER to SSS in the performance of its obligation under this Agreement 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 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 SUPPLIER 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 or any of its personnel to SUPPLIER's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of SERVICES performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under this Agreement.

- G. **PARTNERSHIP.** Nothing in this Agreement 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.
- H. **COMPLIANCE WITH SS LAW.** The SUPPLIER 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.
- I. **COMPLIANCE WITH LABOR LAWS.** The SUPPLIER, as employer of the personnel assigned to undertake the SERVICES, 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.
- J. **COMPLIANCE WITH TAX LAWS.** The SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to the SSS within the duration of this Agreement, 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 SUPPLIER to comply with the foregoing shall entitle the SSS to suspend payment of the Contract Price.
- K. **SETTLEMENT OF DISPUTES.** All actions and controversies that may arise from this Agreement 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 the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.
- Any suit or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate courts at the option of the aggrieved party.
- L. **GOVERNING LAW.** This Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.
- M. **AMENDMENTS.** This Agreement may be amended only in writing and executed by the authorized representatives of both parties.
- N. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement 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 or provision.

O. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their assignee/s and successor/s-in-interest.

P. **RATIFICATION.** The parties shall be responsible for the ratification of their respective execution of this Agreement before a Notary Public.

Q. **COMPLIANCE TO DATA PRIVACY ACT**

SUPPLIER shall, likewise, strictly comply and adhere to the applicable provisions under RA 10173 (Data Privacy Act of 2012) and its Implementing Rules and Regulations, including but not limited to the following:

- i. Secure the consent of the Members-Subscribers as to the processing by and sharing of their personal data to SUPPLIER (when applicable).
- ii. Register the mobile applications or personal data processing system used in providing the SERVICES with the National Privacy Commission (NPC) in accordance with the said Act and its IRR.
- iii. Ensure that the personal data obtained shall not be retained longer than necessary.
- iv. Implement reasonable and appropriate organizational, physical, and technical security measures for the protection of personal data against unlawful disclosure or usage, any interference which will affect data integrity or hinder the functioning or availability of the system, and unauthorized access through an electronic network.
- v. Ensure that any person acting under its authority and who has access to the personal data of SSS members, does not process the personal data except upon its instructions, or as required by law.
- vi. Ensure the confidentiality, integrity and availability of the personal data processed, prevent its use for unauthorized purposes, and generally, comply with the requirements of the Act, its IRR, other applicable laws for processing of personal data, and other issuances of the NPC.
- vii. Assist SSS, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights.
- viii. Assist SSS in ensuring compliance with the Act, its IRR, other relevant laws, and other issuances of the NPC, taking into account the nature of processing and the information available to SUPPLIER.
- ix. Make available to SSS all information necessary to demonstrate compliance with the obligations laid down in the Act, and allow for and contribute to audits, including inspections, conducted by SSS or another auditor mandated by the latter.
- x. Immediately inform SSS if, in its opinion, an instruction infringes the Act, its IRR or any other issuance of the NPC.

Comply with the other requirements of the Act, including notifying the affected personnel and the NPC of any unauthorized data breach that may pose harm to data subjects. Notification of any data breach is required to allow for any mitigation strategy and even promote trust and transparency between SSS and SUPPLIER.

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item</b>	<b>Description</b>	<b>Qty.</b>	<b>Delivery</b>
<b>1.</b>	Servers, Storage systems, Network requirements and COBOL and Other Compilers and Software Licenses required for data center production and disaster recovery sites.	Please refer to Item 1.1 to 1.2 of Section VII. Technical Specifications	Within 90 calendar days from receipt of Notice to Proceed
<b>2.</b>	Other Requirements		
	2.1 Certification from the bidder stating that the proposed solution is certified to run SSS' existing oracle products	Please refer to Item 1.4 of Section VII. Technical Specifications	Within 90 calendar days from receipt of Notice to Proceed
<b>3.</b>	Delivery of Services a. Project Management b. Migration Services c. Training/Transfer of Technology	Please refer to Item 2 – 2.3 of Section VII. Technical Specifications	Within 120 calendar days from receipt of Notice to Proceed
<b>4.</b>	Three-year Maintenance Services for Hardware and Software	Please refer to Item 3 of Section VII. Technical Specifications	To commence immediately upon the expiration of the two-year warranty period.
<b>5.</b>	Documentation for the following: 1. Technical Specifications of all hardware 2. User Manuals/Guides 3. Detailed System Diagram 4. Operations Manual 5. Source and Object codes of all customized software	one (1) Hard copy and one (1) Soft copy	Within 120 calendar days from receipt of Notice to Proceed



## *Section VII. Technical Specifications*

Bidders shall state in the Statement of Compliance below, either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” shall be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1a(ii) and/or **GCC** Clause 2.1(a)(ii).

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
<b>1. HARDWARE AND SOFTWARE RESOURCES FOR THE SSS DATA CENTER PRODUCTION AND DISASTER RECOVERY SITES</b>		
1.1	<b>Two (2) sets of servers and storage systems for data center production and disaster recovery sites – <i>The target system that would replace the existing M9000 Server must be a Converged Infrastructure Solution, which includes the servers, storage, network connectivity and all the software therein.</i></b>	
	<b>1.1.1 Minimum of two (2) Servers per site converged for APPLICATION and DATABASE with the following minimum specifications for each server:</b>	
	Architecture	RISC based
	Operating System	64-bit Architecture Unix OS, with unlimited systems user license. The OS must be able to support binary compatibility across versions to support SSS existing application systems. Must also include necessary virtualization licenses.  <i>Refer to “Annex A” for List of Application Systems and Volume of Transactions</i>
	Processor:	a) At least <b>96</b> Cores (scalable to at least 256 Cores) b) At least 5.0 Ghz
	Memory	At least 1.5 TB (scalable to at least 4 TB)
	Redundancy	Must be configured with full hardware redundancy
	Connectivity for Infiniband	Must have redundant connectivity of at least 40Gbps with corresponding pluggable transceivers for each server
	Connectivity for Top-of-Rack	Must have at least 12 x 10GbE Network Ports

ITEM	SPECIFICATION		STATEMENT OF COMPLIANCE
	Connectivity for SAN Switch	Must have at least 2 x 16Gb Fiber Channel Ports for each server	
	Cluster Configuration	Clustered configuration for application and database servers	
	Compute Power Capability	<p>Must be able to accommodate concurrent on-line transaction processing with at least <b>8,000</b> Internal users and <b>230,000</b> External users (SSS Members/Employers)</p> <p><i>Refer to “Annex A” for List of Application Systems and Volume of Transactions</i></p>	
	Oracle Processor Core Licensing Factor	The Oracle Core Conversion Factor (CCF) must be 0.5 since SSS will be using its existing Oracle Licenses.	
<p><b>1.1.2 Minimum of Three (3) Servers per site for</b></p> <p style="padding-left: 40px;"> <b>a) WEB SERVER (OHS Internal/External)</b>  <b>b) DIRECTORY SERVER (OUD, OIM, OAM)</b>  <b>c) VIRTUAL DIRECTORY SERVER (OVD)</b> </p> <p><b>With the following minimum specifications for each server:</b></p>			
	Architecture	RISC-based	
	Operating System	64-bit Architecture Unix OS, with unlimited systems user license. The OS must be able to support binary compatibility across versions to support SSS existing application systems. Must also include necessary virtualization licenses.	
	Processor:	<p>a) At least <b>32</b> Cores (scalable to at least 256 Cores)</p> <p>b) At least 5.0 Ghz</p> <p>c) Must have built-in cryptographic cores</p>	
	Memory	At least 256 GB (scalable to at least 1 TB) for each server	
	Storage	At least 6 x 1.2TB 10K RPM SAS Drives for each server	
	Connectivity for Top-of-Rack	Must have at least 2 x 10GbE Network Ports and 2 x 16Gb Fiber Channel Ports for each server	
	Virtualization	Must have built-in virtualization capability with corresponding application licenses, if any.	
	Remote Management	Must have the capability to be remotely managed without interfering with any system activities.	
	Directory Server	Must support the existing Oracle Identity Manager in both the primary production and DR servers.	
	Oracle Processor Core Licensing Factor	The Oracle Core Conversion Factor (CCF) must be 0.5 since SSS will be using its existing Oracle Licenses.	

ITEM	SPECIFICATION		STATEMENT OF COMPLIANCE
<b>1.1.3 Minimum of one (1) MANAGEMENT SERVER per site with the following minimum specifications for each server:</b>			
Processor:	At least <b>16</b> Cores		
Memory	At least 128 GB		
Connectivity	Must be solution-based with corresponding pluggable transceivers		
Console	Must have graphics-capable system console, with at least 17” viewable flat colored LED monitor		
Other Requirements	With supplied keyboard and mouse		
<b>1.1.4 Minimum of three (3) STORAGE Servers for DB per site with the following minimum Specifications for each STORAGE Server:</b>			
Processor	At least 2 x 10-core x86 processor for SQL Processing per storage subsystem		
Memory	At least 256GB		
Total Storage Capacity	a) At least 120TB per Storage Server (110TB Usable) b) At least 4 x 6.4TB Flash Cache		
Connectivity for Infiniband	Must have redundant connectivity of at least 40Gbps with corresponding pluggable transceivers for each server		
Volume Management	Must be configured to use Automatic Storage Management (ASM)		
Data Protection	Must implement triple RAID		
<b>1.1.5 Minimum of one (1) SHARED STORAGE per site with the following minimum technical specifications for each shared storage:</b>			
Processor	At least 2 x (18-core) x86 processor or IOPS capability of at least 8,500		
Memory	At least 256GB		
Total Storage Capacity	At least 70Tb usable capacity using Raid 10 and 3.2Tb read flash accelerator		
Connectivity for Infiniband	Must have redundant connectivity of at least 40Gbps with corresponding pluggable transceivers		
Storage Workload	Must be capable to provide the following storage functionalities: a) Network Attached Storage b) Storage Area Network		
OS Support	Must be able to support the following OS: a) Solaris b) AIX c) Linux		

ITEM	SPECIFICATION		STATEMENT OF COMPLIANCE
	Data Protection	Must support RAID Level 5	
	Cluster Capability	Must support Clustered file system configuration	
	Storage Solution	Storage Solution capable of: a) Disk Backup b) Tape Copy c) 24x7 Operations d) Media Management e) Weekly Full Backup f) Daily Incremental Backup	
<b>1.1.6 Minimum of one (1) EXTERNAL STORAGE per site with the following minimum technical specifications:</b>			
	Processor	At least 2 x (18-core) x86 processor or IOPS capability of at least 8,500	
	Memory	At least 256GB	
	Total Storage Capacity	At least 30Tb usable capacity using RAID 5 with read flash accelerator	
	Connectivity for SAN Switch	Must have redundant capability of at least 16 G Fibre channel connectivity to SAN	
	Storage Workload	Must be capable to provide the following storage functionalities: a) Network Attached Storage b) Storage Area Network	
	OS Support	Must be able to support the following Operating Systems: a) Solaris b) AIX c) Linux	
	Cluster Capability	Must support Clustered file system configuration	
<b>1.1.7 System Performance Requirements:</b>			
	a. Must be able to handle 24x7 transaction processing and should maintain 3-second response time in 99% of all LAN online transactions during the 5-year period. If unable to maintain the 3-second throughput, bidder is obliged to install additional resources until requirement is satisfied at no additional cost to SSS		
	b. The proposed system must be able to seamlessly run SSS existing application systems		

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	c. High Availability Features: No single point of failure for processor/memory, storage, network, and power subsystems	
	d. Supports different fail-over scenarios such as multi-node mutual takeover	
	e. Redundant and hot-swappable power supply, and internal cooling system	
	f. Must be able to provide the following Service Level Commitment: <ul style="list-style-type: none"> <li>• LAN – 3 sec. response time</li> <li>• WAN – 10-sec response time</li> </ul>	
<b>1.2</b>	<b>TWO (2) SETS OF NETWORK REQUIREMENTS FOR THE DATA CENTER PRODUCTION AND DISASTER RECOVERY SITES.</b>	
	<b>1.2.1 Minimum of two (2) INFINIBAND SWITCH per site with the following minimum technical specifications for each Infiniband Switch:</b>	
	Must be capable of at least 40 Gbps per port	
	Number of ports: <ul style="list-style-type: none"> <li>• Must be able to support the required ports of the proposed solution</li> <li>• Must have at least six (6) available spare ports (for future requirements)</li> </ul>	
	Embedded management module for Infiniband subnet management	
	Cable insertion detection capability	
	Redundant power supply units and cooling fans for High Availability capability	
	Must have dual Ethernet management ports connecting multiple switches	
	Two hot-swappable power supply units for power redundancy	
	<b>1.2.2 Minimum of two (2) TOP OF RACK SWITCH per site with the following minimum technical specifications for each Top of Rack Switch:</b>	
	Number of ports: Must be able to support the required number of ports of the proposed solution	
	Must have at least 12 available spare ports (for future requirements)	
	<b><i>Must be compatible with existing Cisco NEXUS 7009 Core Switch</i></b>	
	Must have at least two (2) x 40G uplinks to the existing Core Switch	
	The 40-Gbps transceiver must be a bidirectional (BiDi) transceiver which offers customers a solution that enables reuse of their existing 10 gigabit duplex MMF infrastructure for migration to 40 Gigabit Ethernet connectivity.	
	The uplinks must be capable to be configured to work as 40Gbps or 100Gbps ports	
	Must have hot-swappable power-supply units (PSUs) and fans with N+1 redundancy	

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	Number of downlink ports to the servers can be configured to work as 1-, 10-, or 25-Gbps ports, offering deployment flexibility and	
	Must have hot-swappable power-supply units (PSUs) and fans with N+1 redundancy	
	1 rack-unit form factor	
	3.6 Tbps of bandwidth	
	2.8 billion packets per second (bps)	
	Quad-core CPU with 64-GB SSD drive and 24 GB of memory	
	<p>Must have the following Layer 3 Features:</p> <ul style="list-style-type: none"> <li>• Full Open Shortest Path First (OSPF)</li> <li>• Border Gateway Protocol (BGP)</li> <li>• Virtual Extensible LAN (VxLAN)</li> <li>• Protocol Independent Multicast sparse mode (PIM-SM)</li> <li>• Source-Specific Multicast (SSM)</li> <li>• Multicast Source Discovery Protocol (MSDP)</li> </ul>	
	<p>Must have the following Performance and Scalability:</p> <ul style="list-style-type: none"> <li>• Number of Routes: 896,000</li> <li>• MAC Address Entries: 256,000</li> <li>• Multicast routes: 32,000</li> <li>• IGMP Snooping groups: 32,000</li> <li>• ACL Entries: 8000 ingress, 4000 egress</li> <li>• VLANs: 4096</li> <li>• VRF Instances: 16000</li> <li>• SPAN sessions: 4</li> <li>• RPVST Instances: 4000</li> <li>• HSRP groups: 490</li> </ul>	
	<p>Features</p> <ul style="list-style-type: none"> <li>• The hardware must be ready to support an automated, policy-based, systems management approach</li> <li>• Must be capable of a technology which provides fabric extensibility with simplified/single management enabling the switching access layer to extend and expand all the way to the server hypervisor as the customer's business grows.</li> </ul>	
	<p>Others</p> <ul style="list-style-type: none"> <li>• Patch Cables for Servers to TOR Switch Ports</li> <li>• Four (4) Pairs of 50 meters Fiber Patch Cables from TOR Switch to Core Switch secured with 2" IMC Conduit</li> <li>• Two (2) pairs of 50 Meters Fiber Patch Cables from TOR Switch to T5 DB Server secured with 2" IMC Conduit</li> <li>• One (1) Lot Patch Fiber/ Copper Cables for DR site TOR and Servers</li> </ul>	
	<b>1.2.3 Minimum of two (2) SAN SWITCH per site with the following minimum technical specifications for each SAN Switch:</b>	
	Number of ports: Must be able to support the required number of ports of the proposed solution	
	Must have at least six (6) available spare ports (for future requirements)	

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	Must be capable of 16Gbps throughput per port scalable to 24 ports	
	Gen 5 Fiber Channel	
	Must support 2, 4, 8 or 16Gb/sec speed	
	Must include monitoring, management and diagnostic tools to simplify administration and increase uptime	
	Must include the necessary fiber channel cables	
	<b>1.2.4 Minimum of two (2) MANAGEMENT SWITCH per site with the following minimum technical specifications for each Management Switch:</b>	
	Must have 16 ports 1/10G copper ports	
	Must have 2 40GB QSFP uplink ports	
	Must support creation of VLANs	
	<p>Must have the following IPv4 features:</p> <ul style="list-style-type: none"> <li>• Black hole routing</li> <li>• Directed broadcast forwarding</li> <li>• DNS Relay</li> <li>• Equal Cost Multi-Path (ECMP) Routing</li> <li>• Policy Based routing</li> </ul>	
	<p>Must have the following IPv6 features:</p> <ul style="list-style-type: none"> <li>• DHCP v6 client and relay</li> <li>• DNSv6 client and relay</li> <li>• IPv6 aware storm protection and QoS</li> <li>• Device Management over IPv6 networks and SNMPv6, Telnetv6 and SSHv6</li> </ul>	
	Must have console management port on the front panel for ease of access	
	Web based GUI	
	CLI with context-sensitive help	
	<p>Must have the following security features</p> <ul style="list-style-type: none"> <li>• Auth fail and guest VLANs</li> <li>• Authentication, Authorisation and Accounting (AAA)</li> <li>• Bootloader can be password protected for device security</li> <li>• BPDU protection</li> <li>• DHCP snooping, IP source guard and Dynamic ARP Inspection (DAI)</li> <li>• DoS attack blocking and virus throttling</li> <li>• Dynamic VLAN assignment</li> <li>• MAC address filtering and MAC address lock down</li> <li>• Network Access and Control (NAC) features manage endpoint security</li> <li>• Port-based learn limits (intrusion detection)</li> <li>• Private VLANs provide security and port isolation for multiple customers using the same VLAN</li> <li>• Secure Copy (SCP)</li> <li>• Secure File Transfer Protocol (SFTP) client</li> </ul>	

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	<ul style="list-style-type: none"> <li>• Strong password security and encryption</li> <li>• Tri-authentication: MAC-based, web-based and IEEE 802.1x</li> <li>• Web-based authentication</li> </ul>	
	<b>1.2.5 Module upgrades of existing Core switch – Cisco Nexus 7009 at SSS Main Production Site:</b>	
	Two (2) units Nexus 7000 F3-Series 12 Port 40GbE (QSFP)	
	Four (4) Units 40GBASE-SR4 QSFP Transceiver Modules, MPO Conn., Enterprise-Class	
	Two (2) units 40GBASE Active Optical QSFP to 4SFP breakout cable, 2m	
	<b>1.2.6 Module upgrades of existing Core switch – Cisco Nexus 7700 at SSS DR Site:</b>	
	One (1) unit 7700 F3-Series 24 Port 40GbE (QSFP)	
	Four (4) Units 40GBASE-SR4 QSFP Transceiver Modules, MPO Conn., Enterprise-Class	
	Two (2) units 40GBASE Active Optical QSFP to 4SFP breakout cable, 2m	
<b>1.3</b>	<b>Compilers/Software Licenses</b>	
	1.3.1 ANSI-85 Standard	
	1.3.2 Must be compatible with Pro* Oracle Compiler	
	1.3.3 COBOL Compiler	
	1.3.4 All other compilers/software licenses, that are required to migrate all applications developed using the tools enumerated in Annex C, must be provided by the Winning Bidder.	
<b>1.4</b>	<b>OTHER REQUIREMENTS</b>	
	1.4.1. All other resources required in order to successfully implement the proposed solution, such as, but not limited to, devices, cables, connectors, switches, network equipment/devices, etc., must be provided by the winning bidder at no additional cost to SSS.	
	1.4.2. <b>Certification from the bidder stating that the proposed solution is certified to run SSS’ existing oracle products</b> <ol style="list-style-type: none"> <li>a. Oracle Database Enterprise Edition</li> <li>b. Real Application Cluster</li> <li>c. Identity Management (IDM) <ul style="list-style-type: none"> <li>• Access Management Plus</li> <li>• Directory Services Plus</li> <li>• Identity Governance Plus</li> <li>• Management Pack Plus</li> </ul> </li> <li>d. WebCenter Portal 12C <ul style="list-style-type: none"> <li>• Management Pack for Webcenter Portal</li> </ul> </li> <li>e. Weblogic Server <ul style="list-style-type: none"> <li>• Management Pack for Weblogic Server</li> </ul> </li> <li>f. Secure Common Services Platform <ul style="list-style-type: none"> <li>• SOA Suite for Oracle Middleware</li> <li>• Weblogic Suite</li> </ul> </li> </ol>	



ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	<ul style="list-style-type: none"> <li>• SOA Management Pack</li> <li>• Server Management Pack</li> </ul> g. Diagnostics Pack h. Performance tuning Pack	
	1.4.3. For the major server components, bidder must submit certification of any of the following: Authorized Distributorship, Authorized Resellership, Partnership or equivalent/similar status.	
	1.4.4. Bidder must submit certificate from the Local Authorized Distributor of the products specifically proposed for this project	
	1.4.5. Bidder must submit Certificate from the Manufacturer or Local Authorized Distributor stating that the all equipment or hardware components (Servers, Storage, and Network) to be used are all brand new	
	1.4.6. List of support personnel, such as certified technicians and/or Engineers with detailed resume on experience and training under the Bidder's direct employment and supervision that the Bidder will utilize during the warranty period.	
	1.4.7. Must provide a Project Management Professional who will manage and oversee the implementation of the project. The PM must be directly employed with the company for at least six (6) months prior to submission of the bid. Detailed resume on experience and training must also be submitted	
	1.4.8. A secured access to the customer portal where SSS can download firmware upgrades, fixes and patches	
	1.4.9. 24/7 technical support via web, email and telephone for all of SSS' designated IT staff	
<b>2. DELIVERY OF SERVICES</b>		
	<b>2.1 Project Management</b>  2.1.1 Development of Project Implementation Plan <ul style="list-style-type: none"> <li>a) Conduct of Pre-Implementation Planning to formulate the Project Implementation Plan within 10 calendar days upon receipt of Notice to Proceed.</li> <li>b) Submission and approval of Project Implementation Plan Document within 30 calendar days upon receipt of Notice to Proceed</li> </ul> 2.1.2 Development of Migration Plan 2.1.3 Development of Test Plan	
	<b>2.2 Migration Services</b>  2.2.1 Migration of existing Applications Systems into the new Server and Storage environment. 2.2.2 Migration Services must be completed within one hundred twenty (120) calendar days.  <i>Refer to "Annex A" for List of Application Systems</i>	

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	<p><b>2.3 Training/Transfer of Technology</b></p> <p>2.3.1 Five (5) calendar days for System installation and maintenance on a networked set-up for twenty (20) participants</p> <p>2.3.2 Five (5) calendar days for Security and database administration for twenty (20) participants</p> <p>2.3.3 Five (5) calendar days for Java Programming for twenty (20) participants</p> <p>2.3.4 Five (5) calendar days for Building J2EE applications using Oracle 12c for twenty (20) participants</p> <p>2.3.5 Five (5) calendar days for Oracle 12c programming with PL/SQL for thirty (30) participants</p> <p>2.3.6 Five (5) calendar days for Oracle Developer 12c for thirty (30) participants</p> <p>2.3.7 Training/Transfer of Technology must be completed within 120 calendar days</p> <p><i>All pre-requisite trainings must also be provided by the winning bidder at no additional cost to SSS.</i></p>	
<b>3. THREE (3) YEARS MAINTENANCE SERVICE</b>		
	<p>3.1 The winning vendor must provide maintenance support consisting of Preventive and Remedial services on the purchased product immediately upon request. Assistance with service requests must be available 24 hours per day, 7 days a week.</p>	
	<p>3.2 All maintenance and technical support must be available within Metro Manila and DR Site Location. Supplier must utilize experienced and certified technicians or engineers under its direct employment and supervision in rendering the required maintenance.</p>	
	<p>3.3 Hardware Preventive Maintenance:</p> <p>Where applicable, the preventive maintenance must include standard cleaning, lubrication, adjustment, alignment, inspection, and testing of each equipment to ensure that it is in optimum operating condition, as well as, to reduce the possibility of equipment failure.</p>	
	<p>3.4 System Health Checks:</p> <ul style="list-style-type: none"> <li>• Health checks and fine tuning</li> <li>• The frequency of health checks must be on a quarterly basis.</li> </ul>	
	<p>3.5 Hardware Remedial Services / Service Level:</p>	
	<p>3.5.1 Within two (2) hours upon receipt of notice, either through phone or in writing, the supplier must address the problem by making a phone call to the concerned unit.</p>	

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	<p>If the problem persists, the service contractor must address the problem onsite.</p> <p>3.5.2 The service contractor must be onsite within two (2) hours after problem was not resolved over the phone.</p> <p>3.5.3 Once on site, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.</p> <p>3.5.4 If malfunctioning machine part / component is diagnosed to be beyond repair, the service contractor must replace said part / component. All replacement parts must be brand new and warranted as brand new and of equal quality and shall become the property of SSS. In the same manner, the parts replaced shall become the Contractor's property.</p> <p>3.5.5 The service contractor must at all times maintain a reasonable supply of replacement and spare parts to effect the remedial services required. The SSS may, at any time during the term of agreement, require the contractor to provide an inventory list of such supply of Replacement and Spare Parts.</p> <p>3.5.6 Reinstall corrupted software caused by hardware failure.</p> <p>3.5.7 If within 72 hours, upon arriving on site, the service contractor fails to restore / repair the malfunctioning part / component, the service contractor must supply and install a service unit within the next 48 hours. SSS use of said service unit must not exceed 30 calendar days. All shipment/delivery fees must be charged against the account of the service contractor.</p> <p>3.5.8 <b>SSS Representative:</b></p> <p>A designated SSS representative shall always be present during the performance of the above-mentioned maintenance and remedial services to provide assistance especially in compliance with safety regulations. In the event that safety is compromised, the service contractor must terminate the on-going work and to resume the same only as soon as the danger to one's safety is eliminated.</p>	
	<p>3.6 Service Report Requirements:</p>	
	<p>3.6.1 Preventive Maintenance:</p> <p>For every completed quarterly maintenance, the supplier must provide the IT Resource Management Department (ITRMD) a copy of an accomplished service report, confirming the completed work.</p>	

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	<p>The report must be duly signed by the designated SSS representative, as described above, and by his/her immediate supervisor. The aforementioned service report must be accomplished in the Main Office.</p> <p>The service report must include the following information:</p> <ol style="list-style-type: none"> <li>a. Name of Contractor's Service Crew/s</li> <li>b. Applicable Period of Software Health Check</li> <li>c. Time In and Out of Service Crew/s</li> <li>d. Description of the units serviced, to include as follows: <ul style="list-style-type: none"> <li>• Unit/Item Description;</li> <li>• Type;</li> <li>• Model; and,</li> <li>• Serial Number / Part Number.</li> </ul> </li> </ol>	
	<p>3.7 Remedial Services:</p> <p>3.7.1 For each remedial service conducted, the supplier must provide the ITRMD a copy of an accomplished service report confirming the completed service. The report must be duly signed by a designated SSS representative and by his/her immediate supervisor.</p>	
	<p>3.7.2 The above mentioned service report must include the following information:</p> <ol style="list-style-type: none"> <li>a) Problem Notification Details <ul style="list-style-type: none"> <li>• Name of Notifying SSS Personnel</li> <li>• Date and Time of Notification; and</li> <li>• Initially Reported Problem</li> </ul> </li> <li>b) Supplier's Response Details <ul style="list-style-type: none"> <li>• Date and Time of the Service Crew's arrival on-site</li> <li>• Diagnosed Problem</li> <li>• Cause of Problem</li> <li>• Resolution Made: Complete description of the effected resolution.</li> <li>• Supplier's recommendations, as to how the problem may be prevented in the future.</li> <li>• Date &amp; Time the problem was resolved;</li> <li>• Description of work, to include Software Name and Version, Module Description, Solution Provided</li> </ul> </li> </ol>	
	<p>3.7.3 A secured access to the customer portal where SSS can download firmware upgrades, fixes and patches</p>	
	<p>3.7.4 Technical Support must be 24x7 via web, email and telephone for all of SSS' designated IT staff</p>	

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
<b>4. Documentation - One (1) hard copy and One (1) soft copy of the following:</b>		
	<p>4.1 Technical Specifications of all hardware  4.2 User Manuals/Guides  4.3 Detailed System Diagram  4.4 Operations Manual  4.5 Source and Object codes of all customized software  4.6 Documentations must be delivered within one hundred twenty (120) calendar days.</p> <p><i>Note:</i></p> <ul style="list-style-type: none"> <li>• <i>All Items must be provided in Hard and Soft copies with the right to reproduce up to 10 copies</i></li> <li>• <i>Hard copies for Item 4.2 must be original copy from the product manufacturer</i></li> </ul> <p><i>Soft copies must be provided in PDF or HTML format and stored in either DVD or USB Thumbdrive</i></p>	

## ***Section VIII. Bidding Forms***

## Bid Form

---

Date: \_\_\_\_\_  
 Invitation to Bid<sup>1</sup> N°: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>2</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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 Name of Project of the Name of the Procuring Entity] [for partnerships,*

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>2</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

*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 for Name of Project of the Name of the Procuring Entity.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



## Bid Breakdown

Name of Bidder \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_

Invitation to Bid Number \_\_\_\_\_

Cost Component (Note: Include all applicable components)	TOTAL COST
<b>A. Capital Outlay (CO)</b> <b>(Must not exceed the amount of ₱245M)</b>	
1. Hardware and software	₱
2. Delivery of Services	
a. Project Management	₱
b. Migration Services	₱
c. Training / Transfer of Technology	FREE
SUB-TOTAL FOR CAPITAL OUTLAY	₱
<b>B. Maintenance &amp; Other Operating Expenses (MOOE)</b> <b>(Must not exceed the amount of ₱106M)</b>	
1. Three-year Maintenance after the Two-Year Warranty period	₱
2. Documentation	FREE
SUB-TOTAL FOR MOOE	₱
<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. Instruction 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. Instruction to Bidders, Item 19.4.
4. Warranty requirement is at no cost to SSS.

### Formula in the Computation of NFCC

\_\_\_\_\_  
NAME OF PROJECT

\_\_\_\_\_  
NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

**Value of Outstanding Works under On-going Contracts:**

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
<b>TOTAL</b>			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left( \frac{\text{Current Assets}}{\text{Current Assets}} - \frac{\text{Current Liabilities}}{\text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \frac{\text{NFCC}}{\text{NFCC}}$$

P \_\_\_\_\_  
NFCC

Prepared and Submitted by:

\_\_\_\_\_  
Signature over Printed Name

(Name of Bank)

**COMMITTED LINE OF CREDIT CERTIFICATE**

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

**Social Security System (SSS)**  
SSS Main Building, East Avenue  
Diliman, Quezon City

CONTRACT PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING	:	_____
INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

\_\_\_\_\_  
Name and Signature of Authorized Financing Institution Office

\_\_\_\_\_  
Office Designation

Concurred by:

\_\_\_\_\_  
Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

\_\_\_\_\_  
Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the  
2004 Rules on Notarial Practice \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_,  
Philippines.

NOTARY PUBLIC

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

**(Note: The amount committed should be machine validated in the Certificate itself)**

**STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)**

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTACT PERSON, ADDRESS, CONTACT NUMBER AND EMAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT  
SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT  
LEAST 50% OF THE ABC WITH SUPPORTING DOCUMENTS**

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON, ADDRESS, CONTACT NO. AND EMAIL ADDRESS

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.



## BID SECURING DECLARATION FORM

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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/We<sup>3</sup>, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant*

---

<sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

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Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Contract Agreement Form

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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).

## Annex A

### List of Applications Systems and Volume of Transactions

APPLICATION	USERS	DAILY TRANSACTIONS
1. SSS Website		
o Registered Web Users		
• Employers	<b>339,075</b>	
• Members	<b>4,300,581</b>	
o Visitors		
2. Web Inquiry	<b>6,723</b>	
3. Registration and Coverage	<b>9,982</b>	<b>41,710</b>
4. Contributions	<b>432</b>	<b>127,330</b>
5. Flexi Fund	<b>13</b>	
6. Tellerling	<b>418</b>	
7. Cash Collection	<b>74</b>	
8. Automatic Debit Arrangement	<b>10</b>	
9. PESO Fund	<b>478</b>	
10. Account Management	<b>1,852</b>	<b>38,748</b>
11. Sickness and Maternity	<b>1,678</b>	<b>3,498</b>
12. EC Medical	<b>1,036</b>	<b>65</b>
13. Funeral	<b>811</b>	
14. Initial Death, Disability and Retirement	<b>6,509</b>	<b>8,008</b>
15. Pension	<b>1,610</b>	<b>2,265,026*</b>
16. Loans Management	<b>7,818</b>	<b>15,579</b>
17. Real Estate Loan		
18. Check Reconciliation	<b>18</b>	

\* *Monthly Transactions*

## ANNEX B

### Existing Oracle Products and number of Licenses

<b>Product/License Description</b>	<b>No. of CPU Licenses</b>
Oracle Database Enterprise Edition	95
Real Application Cluster	40
Identity Management (IDM)	
Access Management Plus	6
Directory Services Plus	4
Identity Governance Plus	6
Management Pack Plus	6
WebCenter Portal 12C	24
Management Pack for WebCenter Portal	24
Management Pack for Weblogic Server	24
Weblogic Server	24
Secure Common Services Platform	
SOA Suite for Oracle Middleware	4
Weblogic Suite	4
SOA Management Pack	4
Server Management Pack	4
Diagnostics Pack	48
Performance tuning Pack	48

## ANNEX C

<b>DEVELOPMENT TOOL</b>	<b>M9000 Hosted Application Systems</b>
AWK	2
C	2
COBOL	15
Java	17
Oracle Forms	5
Oracle J2EE	2
Pert	2
PL/SQL Web	9
Pro C	1
Pro COBOL	18
Shell Script	19
SQL Developer	1
SQL Forms 5.0	5
SQL Forms 4.5	11
SQL Plus	1
SQL Report	2
XML	4

## ANNEX D

<b>Running Applications/Database</b>	<b>Version of Application and DB</b>	<b>Total Data Size (TOTAL HDD Size)</b>	<b>MEMORY</b>
Oracle Application Server	10.1.3.1	404G	128G
DB 10g node2	10g	2T	128G
Weblogic Server (Redesign Apps)	10.3.6.0	147G	80G
OHS (Internal)	11.1.1.7.0	148G	80G
Weblogic Portal	10.3.2	39G	80G
Old Webservice	10.3.2	39G	80G
Pre-prod OAS	10.1.3.1	134G	64G
Pre-prod DB 11g and 10g	11g and 10g	293G	64G
Pre-prod DB 10g	10g	492G	64G
DB 10g node 1	10g	2T	128G
Weblogic Server (Redesign Apps) Pre-prod	10.3.5.0	49G	96G
Weblogic Server (WES4)	10.3.6.0	147G	160G
DB 11g node 1	11g	244G	196G
OAS (wes4-wins)	10.1.3.5.0	50G	32G
Weblogic Server (Webservice)	10.3.6.0	50G	64G
WES4 node 2	10.3.6.0	147G	128G
DB 11g node 2	11g	244G	192G
OAS2 (wes4-wins)	10.1.3.5.0	50G	48G
OHS1	11.1.1.7.0	147G	8G
OHS2	11.1.1.7.0	147G	16G
Weblogic Server (WES5)	12.2.1.30	200Gg	128G
DB 12c	12c	200Gg	144G
SOA	12c	200Gg	64G
OAM	11gR2PS3	200Gg	48G
OM	11gR2PS3	200Gg	48G
Oracle EM	13c	1.6T	12G
	<b>TOTAL</b>	<b>7.012Tb</b>	<b>1,907Tb</b>

