

PHILIPPINE BIDDING DOCUMENTS Sixth Edition

Procurement of GOODS

ISSUANCE OF GENERIC UMID CARDS TO MEMBERS

ITB SSS-GOODS-2022-033

APRIL 2022

Government of the Republic of the Philippines

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

- **CIF** Cost Insurance and Freight.
- CIP Carriage and Insurance Paid.
- **CPI** Consumer Price Index.
- DDP Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

- **EXW** Ex works.
- FCA "Free Carrier" shipping point.
- **FOB** "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

SSS – Social Security System

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

UN – United Nations



Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES **SOCIAL SECURITY SYSTEM** East Avenue, Diliman, Quezon City Tel. Nos. (632)8709-7198*(632)8920-6446 E-mail: <u>member_relations@sss.gov.ph</u>*Website http://www.sss.gov.ph

Invitation to Bid ITB-SSS-Goods-2022-033

ISSUANCE OF GENERIC UMID CARDS TO MEMBERS

| Approved Budget for the Contract (ABC) & Source of Fund | Delivery/ Completion Period | Price of Bid Documents (non- refundable) | | of Activities e/Time Deadline of submission and receipt of bids |
|---|--|---|--------------------------------------|--|
| ₱79,689,600.00 Approved 2022 Corporate Operating Budget - MOOE included in the February 2022 SSC Update with Code PAP 2022-004 of the Annual Procurement Plan (APP) | One Year from issuance of Notice to Proceed and signed contract | ₱27,500.00 | May 12, 2022 (Thursday) 2:30pm | June 02, 2022 (Thursday) 2:00pm |

- 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 ten (10) 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 will be conducted through open competitive bidding procedures using a non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act 9184 (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 **04 May 2022 up to the scheduled submission & 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 will 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 will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room, 2nd 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.

The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 11 May 2022, through e-mail address <u>bac@sss.gov.ph</u>, the following:

- a. Name of the representative and e-mail address; and
- b. Technical and administrative queries.
- 7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2nd 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 the ITB Clause 14.

Bid opening shall be on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will 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 of 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 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 2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C. Tel # (632) 8922-1070; 8709-7198 local 5492/6382 Email – bac@sss.gov.ph

12. Bidding Documents may be downloaded from PROCUREMENT tab at www.sss.gov.ph starting 04 May 2022.

aldy J. Lap THE CHAIRPERSON

BIDS & AWARDS COMMITTEE

ref.: itb-sss-goods-2022-033-Issuance of Generic UMID Cards to Members

Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the ISSUANCE OF GENERIC UMID CARDS TO MEMBERS, with identification number *ITB-SSS-Goods-2022-033*.

The Procurement Project (referred to herein as "Project") is composed of *a single lot*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *CY2022* in the amount of Seventy-Nine Million Six Hundred Eighty-Nine Thousand Six Hundred Pesos ($\mathbb{P}79,689,600.00$).
- 2.2. The source of funding is: Approved 2022 Corporate Operating Budget MOOE included in the February 2022 SSC Update with Code PAP 2022-004 of the Annual Procurement Plan (APP).

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Bidding Room**, **2nd Floor**, **SSS Main Bldg.**, **East Avenue, Diliman, Quezon City and/or through online conference using Microsoft Teams** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last ten (10) years*_prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for <u>One Hundred Twenty (120)</u> <u>Calendar Days from the Date of the Bid Opening</u>. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 7 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Ŋ

| ITB Clause | | | | | |
|---------------|--|--|--|--|--|
| 5.3 | For this purpose, contracts similar to the Project sha | all be: | | | |
| | a. Government-issued ID cards and/or Bank minimum-security feature or contactless sn at not less than 720,000 cards in one (1) yea | nartcards and with volume produced | | | |
| | b. Completed within ten (10) years period pri and receipt of bids. | or to the deadline for the submission | | | |
| 7.1 | Not Applicable | | | | |
| 12 | The price of the Goods shall be quoted <i>DDP</i> delivered at Identity Management Department (IDM), Ground Floor, SSS Main Office, East Avenue, Diliman, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | |
| 14.1 | The bid security shall be in the form of a Bid S following forms and amounts: | Securing Declaration, or any of the | | | |
| | 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%) | | | |
| | 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. | or ₱1,593,792.00 | | | |
| | 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%) or ₱3,984,480.00 | | | |
| | * 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. | | | | |
| 19.3 | The ABC is ₱79,689,600.00. | | | | |
| | Any bid with a financial component exceeding the | ABC shall not be accepted. | | | |
| 20.1 | Not applicable. | | | | |

Bid Data Sheet

| 20.2 | The Lowest Calculated Bidder shall submit the following: |
|------|--|
| | 1. Registration certificate from Securities and Exchange Commission (SEC) for corporation including Articles of Incorporation and General Information Sheet (GIS) for corporation or Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; |
| | 2. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; |
| | 3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); |
| | 4. Latest Audited Financial Statements; |
| | 5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS); |
| | 6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months filed electronically (EEPS). |
| 21.1 | Not Applicable. |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity

Section V. Special Conditions of Contract



Special Conditions of Contract

| GCC Clause | |
|---------------|---|
| 1 | Delivery and Documents – |
| | 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: |
| | The delivery terms applicable to this Contract are delivered to the SSS Main Building, East Avenue, Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. |
| | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) . |
| | For purposes of this Clause the Procuring Entity's Representatives at the Project Site are Ms. Marilyn D. Panopio and Mr. Michael Ford B. Jalotjot of the Identity Management Department (IDM) . |
| | Incidental Services – |
| | The Supplier is required to provide the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: |
| | a. 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 b. training of the Procuring Entity's personnel on the UMID smartchip personalization program. |
| | c. issuance of certifications |
| | 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. |
| | UMID Card Materials/Components – |
| | The Supplier shall provide sufficient and efficient inventories to ensure ex-stock supply of materials/components for the production of UMID cards. |
| | Packaging – |
| | The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. |

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description **Final Destination** Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation** – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. 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. 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 force majeure. 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. Intellectual Property Rights -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.



| | Other Requirements - |
|-----|---|
| 2.2 | The winning bidder shall provide, comply, agree and or fulfill other requirements and or conditions specified in Annex A - Acceptance Criteria - Scope of Work . The monthly progress billing shall be based on delivered good cards as ordered by SSS. Billing and payment shall be based on actual, accepted and reconciled cards as certified by a designated SSS IMD representative. The other supporting/pertinent documents for payment but not limited to: |
| | a. Delivery Receipt |
| | b. Inspection, Quality Control and Yield Report |
| | c. Summary Report of Good Cards Processed by Batch/Print Order |
| | d. Monthly Report of Cancelled Cards |
| | The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS. |
| | Payment using Letter of Credit is not allowed. |
| 4 | The inspections and tests that will be conducted are: During post-qualification: (as specified in Section VII - Technical Specifications) |
| | • Testing to be conducted by the TWG of UMID smart\chip personalization program developed by the bidder within thirty-five (35) calendar days using five (5) test records provided by SSS. The bidder should submit five (5) personalized sample UMID cards for testing by SSS in Self-Service Express Terminals; |
| | • Inspection by the TWG of the card production and personalization facility. |
| | A. Project Implementation (as specified in Annex A - Acceptance Criteria - Scope of Works) |
| | 1) For the UMID chip applications: |
| | • Functionality testing of the Card Management System by the TWG |
| | • The acceptance test period, which is a period of fifteen (15) consecutive calendar days, shall commence on the working day following the day when the Advice of Complete Development is submitted by the vendor. |
| | • Immediately upon successful completion of the acceptance test, SSS shall notify the bidder in writing of acceptance of the application systems and for the bidder to commence the printing of the first batch of UMID cards, which is sixty (60) calendar days from contract signing. |
| | • If the applications systems are not accepted within fifteen (15) days from Advice of Complete Development, SSS shall have the option of terminating the contract or continuing the acceptance test. |
| | • However, in continuing the performance test, a penalty of 1/10 of 1% of the cost of the undelivered goods or unperformed portion shall be imposed on the bidder for every day of delay until actual delivery or performance. |
| | • The SSS' option to terminate the contract shall remain in effect until such time a successful completion of the acceptance 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. |
| | |



| • Upon cancellation of the contract, SSS will forfeit the performance security and the contract may be awarded to the next bidder with Lowest Calculated and Responsive Bid. |
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| • In awarding the contract to the bidder with the next Lowest Calculated and Responsive Bid, the forfeited performance security will be applied to the difference in the bid price. If the forfeited performance security is insufficient, the bidder whose bond was forfeited shall shoulder the remaining difference in cost. |
| No payment will be made until the hardware, software and application system are accepted based on the attached Annex A – Acceptance Criteria- Scope of Works |
| 2) For the UMID Smartcard: |
| • For the initial batch of smartcards, vendor must ensure within sixty (60) calendar days upon contract signing that smartcards are delivered and ready for performance and acceptance testing by the TWG for the bidding. |
| • Upon delivery of succeeding batches, all contactless smartcards shall be tested (read smart chips) and accepted by SSS Identity Management Department personnel thru visual inspection and the provider's Mailing/Packaging System. Attached as Annex B are the Criteria in the Quality Control of Cards. |
| • A penalty of 1/10 of 1% shall be imposed on the winning bidder/card provider for all cards rejected in the quality control detailed as follows: |
| Visual inspection by SSS - Computation of delay shall be reckoned two (2) working days after the time the card was first ordered until the replacement/reproduced card is accepted by SSS. |
| Chip readability and matching of the CRN/CSN on the card and in the contactless chip during enveloping/packaging – Computation of delay shall be reckoned three (3) working days after the SSS visual inspection team's turnover of good cards until the replacement/reproduced card is successfully packaged. |
| The aforesaid required turnaround time shall be based on the electronic logs of the Card Management System (CMS). The CMS shall provide the total delay and the breakdown, based on aforesaid two components. For rejected cards the delay shall be reckoned on the first time the card was ordered until the card is successfully produced, personalized and packaged. |
| 3) Quality Control |
| 1. Quality checks and Inspections |
| Visual inspection checks (random sampling) – affects the entire Batch Functional check (100%) per card (reading of electronic data) Every batch of cards prior to issuance undergoes serial number range check and card count On-site, sample-based quality control set-ups: - Physical: Bending, twisting, peeling, water. Logical: encoding, read/write tests |
| Quality reports – Regular quality and Yield reports (for every batch of cards) in electronic and physical document file formats, signed by SSS and vendor representatives. |



| | 3. SSS shall be given access to the vendor personalization site to do quality inspection of each card. issuance of 100% compliant to quality standard certificate. to observe and evaluate the personalization process, for quality and security. |
|-----|--|
| | 4. Suitable air-conditioned office workspace at the vendor personalization site shall be provided for SSS personnel, supplied with minimum of one personal computer and barcode scanner and (1) desk and chair for each personnel, filing cabinet & data/voice communication facility. |
| | 5. Three (3) Batches of 10 cards shall be pulled out for testing during the duration of the contract. These cards shall undergo accelerated life and card durability tests. A certification issued by an ISO/IEC 17025 accredited laboratory, attesting that the manufactured SSS UMID cards at the start of the contract had passed: |
| | Ten (10) year durability tests using Fogra Age FO2 or ISO 24879 test; |
| 5.1 | Proximity card test based on ISO 10373 – 6:2011 standards. WARRANTY |
| 3.1 | a. A guaranteed ten (10) year card life is required on all delivered cards. Cards must be fully functional with no observable cracks, chipping, peeling or fading within 10 years from issuance. |
| | b. Full card replacement guarantee. |
| | The winning bidder shall replace a "bad card", free of any charge to the SSS or the cardholder, within fifteen (15) days from date of receipt of a report from the SSS stating the occurrence of such circumstance, unless, within five (5) days from the date of such receipt, the winning bidder disputes the contents of the report and informs the SSS of such in writing. |
| | In case of dispute, the controversy shall be resolved amicably by the parties within ten (10) days. The winning bidder shall replace the bad card subject of the controversy within fifteen (15) days from the time it was resolved. |
| | A card is considered a "bad card" when anytime from date of its issuance to the cardholder and before the end of its guaranteed ten (10) - year life the card is no longer usable for the purpose it was intended, except when such circumstance arose out of or resulted from the following acts: |
| | Willful intention to destroy the card, or Gross negligence in handling the card. |
| | The winning bidder must submit proposed Terms and Conditions/Standard Operating Procedure on the Warranty Procedure for approval of the SSS. |
| | c. 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. |
| | d. If announced improvement is made within six (6) months after installed product has already been accepted for SSS use, the winning bidder must replace already installed product or its components with the improved product or its components at no additional cost to SSS. |

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| | e. The volume of 720,000 UMID cards is only indicative and may be lower depending on the number of applications for UMID. The winning bidder should warrant that in the event that card production should exceed the targeted 720,000, it shall continue to generate, if required, additional cards under the same terms, conditions, and unit cost within the contract. |
|-----|---|
| | On the other hand, should card production be lower than the indicative volume of 720,000 cards, the winning bidder is barred from applying penalties and surcharges. The monthly progress billing shall be based on delivered good cards as ordered by SSS. Billing and payment shall be based on actual, accepted, and reconciled cards as certified by a designated SSS IMD representative. |
| 5.2 | Should the Supplier opt to issue a warranty in the form of Special Bank Guarantee, said guarantee should be renewable annually or every two (2) years until the end of warranty period stated above. |
| 6 | Liability of the Supplier |
| | 1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law. |
| | The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement. |
| | 2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the SUPPLIER with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement. |
| | 3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that SUPPLIER's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure. |
| | For purposes of this Agreement 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 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 SUPPLIER. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. |

| | If a force majeure situation arises, SUPPLIER shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, SUPPLIER shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure. |
|----|---|
| 4. | NON-ASSIGNMENT. SUPPLIER shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. SUPPLIER shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS. |
| 5. | WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver. |
| 6. | CUMULATIVE REMEDIES. Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently. |
| 7. | NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly and manifestly understood and agreed upon that the employees of SUPPLIER assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and SUPPLIER. |
| | The 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 SUPPLIER to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity 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 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 project performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract. |
| 8. | PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party. |
| | |



| 9. COMPLIANCE WITH SS LAW. 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. Should SUPPLIER fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from SUPPLIER's receivables under this Agreement. |
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| Further, prescription does not run against SSS for its failure to demand SS contributions or payments from SUPPLIER. Moreover, SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS. |
| 10. COMPLIANCE WITH LABOR LAWS. SUPPLIER, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices. |
| It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by SUPPLIER and that he/she assumed full responsibility thereof. |
| 11. COMPLIANCE WITH TAX LAWS. SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price. |
| As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement. |
| 12. LIQUIDATED DAMAGES. If SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement 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%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it. |
| |



| 13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, SUPPLIER agrees to indemnify SSS for any damage as a result of said implementation. |
|---|
| SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to SUPPLIER's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which SUPPLIER or any of its employees may sustain in the performance of SUPPLIER's obligations under this Agreement. |
| 14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and SUPPLIER in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or SUPPLIER may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes. |
| No arbitration in respect of this matter may be commenced unless such notice is given. |
| Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree. |
| 15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues. |
| 16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines. |
| 17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives. |
| 18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision. |
| 19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest. |



Section VI. Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|----------------|--|----------|---------|---|
| I. | Project Implementation Plan Action plan to comply with the SSS requirements prior to the issuance of Certification of Readiness of the Card Production and Personalization Facility | - | - | Within three (3) calendar days upon receipt of Notice to Proceed and signed contract |
| II. | Issuance of Certification: Readiness of the Card Production and Personalization Facility All program developments and customization to receive card production orders must be completed. | _ | _ | Within ninety (90) calendar days upon receipt of Notice to Proceed and signed contract |
| III. | Supply and delivery of UMID cards within duration of the contract Indicative Volume of Cards | 720,000 | 720,000 | Upon placement of Card Production Orders subject to Service Level Guarantee specified in Annex A – Acceptance Criteria – Scope of Works A.3.b |
| IV. | Provisioning of a secure system to protect the SSS data all throughout the process (from card ordering up to automatic data deletion after the card is produced) as specified in Annex A – Acceptance Criteria – Scope of Works C.2.b.4. | _ | _ | Within 45 calendar days upon receipt of Notice to Proceed and signed contract |
| V. | Provision of Card Management System during the duration of the contract Annex A – Acceptance Criteria – Scope of Works A.2 | - | - | Within 45 calendar days upon receipt of Notice to Proceed and signed contract |
| VI. | Development/Customization of UMID smartcard application as specified in Annex A – Acceptance Criteria – Scope of Works, Item B | 1 | 1 | Within 45 calendar days upon receipt of Notice to Proceed and signed contract |

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|----------------|---|-----------------------------|-----------------------------|--|
| VII. | Turn-over of the following: a. UMID smartcard applications as specified in Annex A – Acceptance Criteria – Scope of Works, Item B b. UMID Application | _ | _ | Within 30 calendar Days from testing and acceptance. |
| | Systems Manual DVD copy in PDF Format | 2 | 2 | |
| | Printed Copy c. User's Manual on the use of UMID Personalization Test Bed | 2 | 2 | |
| | DVD copy in PDF Format | 2 | 2 | |
| | Printed Copy d. User's Manual on the use of Card Management System | 2 | 2 | |
| | DVD copy in PDF Format | 2 | 2 | |
| | Printed Copy | 2 | 2 | |
| VIII. | Training for at least sixteen (16) hours on the use and customization of UMID personalization test bed as specified in Annex A – Acceptance Criteria – Scope of Works B.3.d | At least 10 participants | At least 10 participants | Within 45 calendar days upon contract signing and completion of the personalization program |
| IX. | Training for IMD employees on the use of Card Management System for at least four (4) hours as specified in Annex A – Acceptance Criteria – Scope of Works B.3.e | At least 5 participants | At least 5 participants | Within 45 calendar days upon contract signing |
| X. | Provide sample UMID cards for training as specified in Annex A – Acceptance Criteria – Scope of Works B.3.d.4 | 20 | 20 | Within 45 calendar days upon contract signing |
| XI. | Provide blank SAMM cards to replace deployed SAMM card and store the new SAMM applet. The winning bidder must use the existing UMID keys as specified in Annex A – Acceptance Criteria – Scope of Works B.1 and Annex F. | 300 | 300 | Within 45 calendar days upon contract signing |

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|----------------|---|----------|-------|--|
| XII. | Provide workstation with peripherals to simulate UMID contactless chip personalization as UMID test beds for reading/updating of data in the UMID contactless chip. The workstation, peripherals, operating system, program and development tools must conform to SSS minimum standards as specified in Annex A – Acceptance Criteria – Scope of Works B.3.f | 1 | 1 | Within 45 calendar days upon contract signing |
| XIII. | Dedicated data communication line 24/7 between the card personalization facility and SSS (CMS) as specified in Annex A – Acceptance Criteria – Scope of Works C.1.c | - | - | Within 45 calendar days upon contract signing |

Section VII. Technical Specifications

Technical Specifications

| Item | Specification | Statement of Compliance | Annex |
|---|--|--|---|
| each Sp of "Con that evi stateme etc., as contraa stateme false ei | rs must state here either "Comply" or "Not Comply" against each of the pecification stating the corresponding performance parameter of the equa- mply" or "Not Comply " must be supported by evidence in a Bidders Bi dence . Evidence shall be in the form of manufacturer's un-amended sale ents of specification and compliance issued by the manufacturer, samp appropriate. A statement that is not supported by evidence or is licted by the evidence presented will render the Bid under evaluatio ent either in the Bidder's statement of compliance or the supporting ev ther during Bid evaluation, post-qualification or the execution of the Co- ent and render the Bidder or supplier liable for prosecution subject to es.] | ipment offered. S d and cross-ref is literature, unc les, independen subsequently fo n liable for rej idence that is fo ntract may be re | Statements erenced to onditional t test data und to be ection. A ound to be egarded as |
| A. | Card Durability | | |
| | a. The cards must have a minimum of 10 years card life and has undergone accelerated life and card durability tests using Fogra Age F02 or ISO/IEC 24789 for artificial ageing and simulation of 10 years minimum card life. The cards must have passed the 90-degree peel, Temperature Induced Dye Migration, Sunlight exposure Corner impact and Reagent exposure tests based on the latest ANSI-INCITS standards. The test should have been conducted by Fogra or a testing laboratory which holds ISO/IEC 17025 accreditation. The bidder must provide Fogra Age F02 or ISO/IEC 24789 certificate for durability certification of the card, and ISO 10373-6:2011 certificate for proximity card test. The bidder must also submit ISO/IEC 17025 certificate of accreditation of the testing laboratory that conducted and issued the Certification of artificial ageing test, simulation of 10 years minimum card life test and proximity test. | | |
| В. | Chip Application | | |
| | The winning bidder must provide a Certification from its client that it has successfully developed and implemented a smartchip personalization program for cards that were produced and personalized for the said client. | | |
| C. | Minimum Requirements for Local Manufacturing Facility | | |
| 1. | One compound for background printing and card personalization. | | |
| | The bidder must provide proof of existence of a facility for the said activities. The facility should be existing during Post-Qualification by the TWG. | | |
| 2. | Must conform to the facility security standards mentioned in item D.1.a. below. | | |
| | The bidder must provide proof of security controls in the items referred to in C1. and D.1.a. The said security controls should be existing during Post-Qualification by the TWG. | | |
| D. | Minimum Requirements for Card Personalization Facility | | |
| 1. | Location | | |

| Item | Specification | Statement of Compliance | Annex |
|------|--|----------------------------|-------|
| | a. A local, single site for personalization, final assembly and quality control. Personalization is defined as encoding member information in contactless chip and printing of member details on card. | | |
| | The bidder must provide proof of existence of local and single site facility for the said activities. The facility should be existing during Post-Qualification by the TWG. | | |
| | b. The facility must have a process and equipment to integrate the required DOVID/ hologram into the card in its supply chain. | | |
| | The bidder must provide proof of experience/track record on producing cards with DOVID/hologram and ensure a sufficient supply of DOVID/hologram for the entire project. | | |
| 2. | Facility Security | | |
| | a. Secured perimeter, building, card personalization area. | | |
| | The bidder must provide proof of secured perimeter, building and card personalization area, for items referred to in C.1 and D.1. The security controls should be existing during Post-Qualification by the TWG. | | |
| | b. The card personalization facility should be equipped with security systems such as electronic building access control (e.g. finger scan), security alarms, CCTV surveillance system, key management, and vault. The bidder must provide proof of aforesaid required security systems in the card personalization facility. The said security | | |
| | systems should be existing during Post-Qualification by the TWG.c. Separate secured storage room each for pre-printed materials and finished cards in the personalization facility. Each storage room must have an automated access facility only for designated personnel. | | |
| | The bidder must provide proof of existence of a secured storage room for pre-printed materials and finished cards in the personalization facility that has an automated access only for designated personnel. The said storage room should be existing during Post-Qualification by the TWG. | | |
| | d. Must have automated tracking system for the inventory, utilization, and waste disposal of pre-printed materials. | | |
| | The bidder must provide proof of aforesaid required application systems. The system must be existing during Post-Qualification by the TWG. | | |
| 3. | Personalization System | | |
| | The winning bidder must have an existing back up system facility for the receipt, production of cards and providing feedback to the client. | | |
| | The bidder must provide proof of existing back up system facility for the said activities. The system must be available during Post- Qualification by the TWG. | | |

| Item | Specification | Statement of Compliance | Annex |
|------|---|----------------------------|-------|
| 4. | Reliability/Backup | | |
| | Facility must have a stand-by power generator and Uninterruptible Power Supply (UPS) to continue personalization even in case of a grid brown-out. | | |
| | The bidder must provide proof of aforesaid required stand-by power generator and Uninterruptible Power Supply (UPS) available for the personalization activity /processes. The generator and UPS must be operational during Post- Qualification by the TWG. | | |

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); if non- Platinum members, submit the following:
- □ (b) <u>PhilGEPS Registration</u>, and
 - (c) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, And
- □ (d) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 And
- \Box (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- □ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within ten (10) years period prior to the submission and opening of Bids; and
- □ (h) Original copy of Bid Security (Cash, Letter of Credit, Surety Bond). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>Or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (i) Conformity with the Schedule of Requirements (Section VI) and Technical Specifications (Section VII), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- (j) Original duly signed Omnibus Sworn Statement (OSS);
 and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder and copy Authority to Notarize issued to the Notary Public by the Regional Trial Court.

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

For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos:

- (k) Copy of Treaty, International or Executive Agreement; or
- (1) Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Class "B" Documents

☐ (n) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Financial Documents

- (o) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (p) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
 - <u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

FINANCIAL COMPONENT ENVELOPE

-] (q) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- (r) Original of duly signed and accomplished Price Schedule(s)/Bid Breakdown.

IMPORTANT REMINDERS

- A) Each and every page of the **Bid Forms/Price Schedule(s)/Bid Breakdown**, under Section VIII: Checklist of Technical and Financial Documents 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.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
 - a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:

Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component Envelop (2): COPY1 – Eligibility Requirements and Technical Component Envelop (3): COPY2 – Eligibility Requirements and Technical Component

b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:

Envelop (4): ORIGINAL – Financial Component Envelop (5): COPY1 – Financial Component Envelop (6): COPY2 – Financial Component

c) Bidders shall enclose, seal and mark the following:

Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked "ORIGINAL-BID"

Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked "COPY1-BID"

Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked "COPY2–BID"

- d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
- e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
 - addressed to the Procuring Entity's BAC
 - name and address of the Bidder in capital letters
 - name of the contract/project to be bid in capital letters
 - bear the specific identification/reference code of this bidding process
 - bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids

| THE CHAIRPERSONBIDS AND AWARDS COMMITTEE2 ND FLOOR, SSS MAIN BUILDINGEAST AVENUE, DILIMAN, QUEZON CITY |
|---|
| NAME OF BIDDER : ADDRESS : |
| NAME OF PROJECT: ITB REFERENCE NUMBER: |
| DO NOT OPEN BEFORE (the date and time for the opening of bids) |

- E) Bids submitted after the deadline shall only be marked for recording purpose, shall not be included in the opening of bids, and shall be returned to the bidder unopened.
- F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.

FORMS

N

FORM-01

Bid Form for the Procurement of Goods

BID FORM

ISSUANCE OF GENERIC UMID CARDS TO MEMBERS

Date:_____ Project Identification No.: _____

To: SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] **ISSUANCE OF GENERIC UMID CARDS TO MEMBERS** in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules/Bid Breakdown attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules/Bid Breakdown,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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:

Name and address Amount and Purpose of of agent Currency 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 pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

Name: _____

Legal capacity:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:

Date: _____

FORM-02

Price Schedule(s)/Bid Breakdown

Name of Bidder

Invitation to Bid Number

| Cost Component | No. of Units/Cards | Cost per Unit/Card | Total Cost | |
|---|-----------------------|-----------------------|------------|--|
| 1. Supply and delivery of indicative volume of 720,000 UMID Cards | | | | |
| • Card cost (Must not exceed the amount of P98.68 | 720,000 | ₽ | ₽ | |
| <i>per card</i>)Packaging cost | 720,000 | ₽ | ₽ | |
| (Must not exceed the amount of ₱12.00 per card) | | 1 | | |
| 2. Project Implementation Plan | | Free | | |
| 3. All Program developments and customization | | Free | | |
| 4. Certifications of laboratory testing | | Free | | |
| 5. Secure System to protect SSS Data all throughout the process (from ordering up to automatic data deletion after the card is produced) | | Free | | |
| 6. Provision of Card Management System during the duration of the contract | Free | | | |
| 7. Development / Customization of UMID Smartcard applications | Free | | | |
| 8. Turn-over of the following: a. UMID smartcard applications as specified in Annex A – Acceptance Criteria – Scope of Works, Item B b. UMID Application Systems Manual DVD copy in PDF Format Printed Copy c. User's Manual on the use of UMID Personalization Test Bed DVD copy in PDF Format Printed Copy d. User's Manual on the use of Card Management System DVD copy in PDF Format Printed Copy 9. Training for at least sixteen (16) hours | | Free | | |
| on the use and customization of UMID personalization test bed | | Free | | |
| 10. Training for IMD employees on the use of Card Management System for at least four (4) hours | | Free | | |
| 11. Sample cards for trainings (20) | | Free | | |

11

| Cost Component | No. of Units/Cards | Cost per Unit/Card | Total Cost |
|--|-----------------------|-----------------------|------------|
| 12. Blank SAMM cards to replace deployed SAMM card and store new SAMM applet | | Free | |

| 13. Workstation with peripherals to simulate UMID contactless chip personalization as UMID test beds for reading/updating of data in the UMID contactless | Free |
|--|------|
| 14. Dedicated data communication line 24/7 between cards personalization facility and SSS (CMS) | Free |
| 15. Accelerated life and card durability using Fogra Age F02 or ISO/IEC 24789 for artificial ageing and simulation of 10 years minimum card life tests of three (3) batches of 10 cards randomly pulled out by SSS. The certification must be issued by an ISO/IEC 17025 accredited laboratory. | Free |
| TOTAL | ₽ |

Note:

- 1. Any bid exceeding the ABC of ₱79,689,600.00 shall not be accepted.
- 2. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive.
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
- 3. Please use the softcopy of the Bid Breakdown provided to the bidders.
- 4. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 5. Bid proposal must be inclusive of all applicable taxes.
- 6. Warranty requirement is at no cost to SSS.

| Name: | |
|-----------------|--|
| Legal capacity: | |
| Signature: | |

Duly authorized to sign the Bid for and behalf of: _____

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 Outstan | nding Wo | rks under On-going | Contr | acts: | |
| CONTRACT DESCRIPTION | | TOTAL CONTRACT AMOUNT AT AWARD | PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT | | ESTIMATED COMPLETION TIME |
| TOTAI | L | | | | |

Use additional sheet/s, if necessary

FORMULA:

| 15 x | (| _ |) | — | | = | |
|------|----------------|-------|---------------------|-------|----------------------------|---|------|
| | Current Assets | minus | Current Liabilities | minus | Total Outstanding Works | | 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)

FORM-05

STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS [INCLUDING PROJECTS WITH NON-DISCLOSURE AGREEMENT (NDA)]

| NAME OF CONTRACT | DATE OF CONTRACT | CONTRACT DURATION | CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS | KINDS OF GOODS | AMOUNT OF CONTRACT | VALUE OF OUTSTANDING CONTRACT |
|---------------------|---------------------|----------------------|--|-------------------|--------------------------|-------------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

FORM-06

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)

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

Bid Securing Declaration Form

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

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, 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 procurement 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 No. 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; and
 - 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 OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

GPPB Resolution No. 16-2020, dated 16 September 2020

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

ISSUANCE OF GENERIC UMID CARDS TO MEMBERS

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, particularly [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 in specified currency]* (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:
 - i. Philippine Bidding Documents (PBDs);
 - i Schedule of Requirements;
 - ii Technical Specifications;
 - iii General and Special Conditions of Contract; and
 - iv Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees</u> <u>that additional contract documents or information prescribed by</u> <u>the GPPB that are subsequently required for submission after the</u> <u>contract execution, such as the Notice to Proceed, Variation</u> <u>Orders, and Warranty Security, shall likewise form part of the</u> <u>Contract.</u>
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

[Insert

Capacity]

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.

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

for:

[Insert Name and Signature]

Signatory's

Legal

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

GPPB Resolution No. 16-2020, dated 16 September 2020

Omnibus Sworn Statement (Revised)

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 documents 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, <u>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. Select one, delete the rest:

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a) Carefully examining all of the Bidding Documents;
 - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duly to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s.1930, as amended, or the Revised Penal Code.

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

> [Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

> > [Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

GPPB Resolution No. 16-2020, dated 16 September 2020

Performance Securing Declaration (Revised)

[As alternative performance security to be submitted by the winning bidder within ten (10) days from receipt of Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF ______) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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 OR ITS

AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

| | Scope of Works | | | | | | | |
|-----------|--|--|--|--|--|--|--|--|
| Item | Specification | | | | | | | |
| A. | Supply and delivery of 720,000 UMID cards for one (1) year. The winning bidder shall provide the following: | | | | | | | |
| 1. | UMID Card Specifications | | | | | | | |
| | a. General Requirements: UMID cards shall have one (1) contactless smartchip and a magnetic stripe at the back of the card. | | | | | | | |
| | b. Must have the following minimum Physical UMID Card Specifications: | | | | | | | |
| | 1. The card must be made of minimum 5-layer polycarbonate material from its core up to its outermost transparent layers. | | | | | | | |
| | 2. Manufactured SSS UMID cards comply with either Fogra Age F02 or ISO 24789, ten (10)-year durability tests. | | | | | | | |
| | Dimensions: Length 85.6 mm, Width 53.98 mm, Thickness 0.76 mm, Corner radius 3.18 mm +/- variance indicated in ISO/IEC 7810:2003(E) 5.1.1 ID-1 specifications. | | | | | | | |
| | 4. Compliance to card durability tests indicated in ISO 10373-6:2011 proximity card test for UMID cards produced. | | | | | | | |
| | 5. Minimum 10-year card life, guaranteed against card cracking, chipping, peelin and fading/discoloration and chip failures. | | | | | | | |
| <u> </u> | 6. Physical Card Security Features | | | | | | | |
| | a. Overt | | | | | | | |
| | 1. Guilloche background produced using artwork securitization software used in high security documents (e.g., banknotes and passports). Design to be provided. | | | | | | | |
| | 2. Ghost image | | | | | | | |
| | 3. DOVID (Diffractive Optical Variable Image Device)/hologram of UMID logo/texts with rotation-induced color shift and change of color contrast between two design elements upon rotation by 90 degrees. It must contain a design element which seems to protrude out of the plane but is fully flat. It should be placed in the inner layers of the card. Design to be provided to the winning bidder upon Notice of Award. | | | | | | | |
| | The "Right to Order and Use" of the DOVID shall be provided to the winning bidder. However, the provider may propose the use of hologram (SSS approved) instead of DOVID. | | | | | | | |
| | 4. UMID logo using color-shifting ink. Existing design to be provided. | | | | | | | |
| | 5. Specified pantone colors, font types and sizes. Existing design to be provided | | | | | | | |
| • | b. Covert | | | | | | | |
| | 1. Background microprinting smaller than 0.25 mm/ 0.7 pica points. Design to be provided. | | | | | | | |
| | 2. Pattern on background using UV (ultra-violet) ink. Existing pattern to be provided. | | | | | | | |
| | 3. Signature using UV ink | | | | | | | |
| | 7. Card Design and Printing | | | | | | | |
| | a. The contactless UMID chip must be placed at the left portion of the front of the card | | | | | | | |

Annex A – Acceptance Criteria

| | Scope of Works |
|------|---|
| Item | Specification |
| | b. Provision for magnetic stripe HICO 3 tracks at the back of the card. |
| | c. The design of front and back of the card are detailed in Annex C – UMID Generic Card Design. |

| d. | The card background design will be provided to the winning bidder. The right to the card design remains with SSS. The ownership of the card artwork/artist illustration, PDF proof and artwork proof should be transferred/turned over to SSS upon start of production. |
|----------|--|
| e. | Personalization of data must not be on the outer most layer. Text data and the ghost image of the photo must be through laser engraving while the colored photo can either be laser engraved, laser printed or other method with at least 300 DPI resolution in color as long as it passes the Fogra or ISO 24789 durability test. |
| f. | Minimum 300 dpi resolution required for production. |
| c. Minim | num UMID Card Contactless specifications: |
| 1. Co | ontactless Chip |
| a. | Minimum 80KB of usable memory |
| b. | Chip has security certification CC EAL 4+ or higher |
| с. | Operating frequency and speed as specified in ISO14443 (Type A or B) |
| d. | Crypto coprocessor: 1. DES, 3DES 2. RSA up to 2048-bit |
| e. | Secured by transport key prior to personalization |
| 2. Ch | ip Operating system |
| a. | Minimum platform specification:1. Global Platform version 2.1.12. Javacard version 2.2.2 |
| b. | Certified CC EAL 4+ or higher, certified on the proposed contactless chip; |
| с. | Protect applications and data from unauthorized access; |
| d. | No additional charge for Operating System (OS) fees, royalties or any other fees after card issuance, regardless of use of the chip. All OS-related fees should be part of the card price. |
| 3. Ap | pplet Specification: |
| a. | Single chip applet to manage the whole 80KB of usable memory |
| b. | Certified CC EAL 4+ (Protection Profile SSCD) A certification from common criteria is required for the card applet. The SAMM applet does not require a certification from Common Criteria. |
| с. | The customization to provide security control will be based only on ISO 7816-4 class APDU command for the following: |
| | contents of command-response pairs exchanged at the interface; means of retrieval of data elements and data objects in the card; access methods to files and data in the card; a security architecture defining access rights to files and data in the |
| | card; 5. methods for secure messaging. |

| | d. Applet specification and communication procedures should be transferred to SSS. |
|----|---|
| | e. User information in the card should be protected by an authentication mechanism involving a SAMM (Security Access Management Module) present in the contactless reader. |
| 4. | The data elements for personalized encoding in chip consists of approximately 835 characters exclusive of the images will be provided by SSS to the winning bidder. The fingerprint images are in INCITS 378, the photo is JPEG-ICAO compliant, and the signature is in TIFF format. Details of data elements shall be provided to the winning bidder. Each of the 136 data blocks should have its own read and write keys. |
| 5. | PKI ready. |

| 2. | Card Management System (CMS) | | | |
|----|--|--|--|--|
| | The winning bidder shall provide the Card Management System (CMS) with the following salient features/functionalities: | | | |
| | a. Connects to the facility of the card provider for placement and monitoring of Print Orders via secured dedicated line as well as for the card provider to accept and acknowledge receipt of print orders within two (2) hours. | | | |
| | b. Tags rejected cards for its automatic data inclusion in the next batch of Print Order. The report of ordered and delivered cards should include in the breakdown, the number of cards reproduced due to rejection in quality control. | | | |
| | c. Cancels record/s in the Print Order due to the remote possibility of invalid UMID applications, e.g., corrupted file. The report of ordered cards should include in the breakdown, the number of cancelled records. | | | |
| | d. Includes in the Print Order the reproduction of card surrendered by a member due to production defect. The report of ordered and delivered cards should include in the breakdown, the number of cards surrendered/returned due to production defects. | | | |
| | e. Generates reports (Annex E items 1-13) for status monitoring and reconciliation of billings with computation of penalties. (Please see Annex D.1-4 for detailed CMS workflow and Service Level Guarantee item A.3 and Item 2 under GCC Clause 4 of Special Conditions of Contract). | | | |
| | In case of downtime of the CMS, a penalty shall be applied for everyday of delay at $1/10$ of 1 % for the unordered cards. | | | |
| | Unordered cards refer to UMID applications that have been cleared by the Central Verification System for card production. They are ready for placement of order but was interrupted due to Card Management System downtime. The unordered cards are within the maximum production limit as provided in Service Level Guarantee Item A.3.a. | | | |
| 3. | Service Level Guarantee | | | |
| | a. Capacity | | | |
| | Capable of receiving and producing 10,000 cards per day on a regular basis and maximum of not less than 20,000 cards per day when required. | | | |
| | b. The Service Level Guarantee shall be broken down as follows: | | | |
| | 1. Two (2) working days from ordering to production of complete batch with Electronic Delivery Receipt for visual inspection and | | | |
| | 2. Three (3) working days from transmission by SSS of visually inspected cards up to delivery of packaged cards. | | | |

| | All rejected cards shall be automatically reproduced in the succeeding Print Order and are subject to a penalty of 1/10 of 1 percent for every day of delay reckoning from the time the card was ordered. (See also Item No. 2 under GCC Clause 4 of Special Conditions of Contract). | | | |
|----|--|--|--|--|
| 4. | Quality Assurance | | | |
| | a. Three (3) Batches of 10 cards shall be pulled out for testing during the duration of the contract. These cards shall undergo accelerated life and card durability tests using Fogra Age F02 or ISO/IEC 24789 for artificial ageing and simulation of 10 years minimum card life. | | | |
| | Mandatory tests to be conducted shall include 90-degree peel test, Temperature Induced Dye Migration, Sunlight exposure Corner impact and Reagent exposure based on the latest ANSI-INCITS standards. | | | |
| | b. The test shall be conducted by Fogra or a testing laboratory which holds ISO/IEC 17025 accreditation. | | | |
| | c. The delivery and testing cost of batch samples shall be for the account of the winning bidder. | | | |
| | d. In the event of failure to obtain the Certificate of Compliance with the required durability tests specified in no.1 above, a new batch of cards will be tested not later than 60 days from the time the results of the previous batch are known. If after the third test, and no Certificate of Compliance is obtained, this shall be a ground for contract termination. | | | |
| B. | Turnover of UMID Chip Applications: | | | |
| 1. | Security Keys | | | |
| | Security keys in card production must use the existing UMID keys. The provided keys will be used to personalize the UMID chip and to provide read/update access to data blocks in UMID chip. The Security keys will be provided to the winning bidder in a SAMM card format. | | | |
| | The winning bidder must provide 300 blank SAMM cards to replace deployed SAMM card and store the new SAMM applet. The winning bidder must use the existing UMID keys. | | | |
| 2. | Development and Turnover of the following programs/applications | | | |
| | a. The source code of the program to personalize the UMID contactless chip will be provided to the winning bidder, subject to Non-Disclosure Agreement, to enable the winning bidder to personalize the UMID contactless chip using its equipment/system. | | | |
| | b. Application program interface that will read and update data in the old and new batch of UMID cards using the old and new set of keys, respectively. | | | |
| | c. The customized UMID smartchip personalization program and source code of the UMID test bed for UMID smartcard personalization system should be turned over. | | | |
| 3. | Turnover and Transfer of Technology | | | |
| | a. Source and object codes of the UMID smartchip personalization program and test | | | |
| | bed for UMID smartcard personalization system shall become properties of SSS and shall be subjected to perpetual non-disclosure agreement. | | | |
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| 2. | Personalization System | | |
|----|---|--|--|
| | e. Gateway servers secured logically through a firewall and physically through a key or fingerprint access by at least two (2) heads from different departments/ sections of the plant. | | |
| | d. Data transfer from SSS to card personalization facility must be secured with at least DES3 encryption and a maximum order of not less than 20,000 cards completed within 2 hours. | | |
| | c. Dedicated data communication line 24/7 between the card personalization facility and SSS (CMS) to the account of the winning bidder. | | |
| | Must have automated tracking system for the inventory, utilization, and waste disposal of pre-printed materials. | | |
| | a. Separate secured storage room each for pre-printed materials and finished cards in the personalization facility. Each storage room must have an automated access facility only for designated personnel. | | |
| 1. | Facility Security | | |
| C. | Minimum Requirements for UMID Card Personalization Facility | | |
| | h. Ensure no recurring license or maintenance fees are charged to SSS. 1. Turnover of rights 2. All costs incurred in item II (Development and Turnover of UMID Chi Applications) above should be part of the cost/card bid quote. | | |
| | g. The UMID smartchip in the personalized UMID cards must be read and updated by the existing application software in the SSS Self-Service Express Terminal. | | |
| | f. Provide 1 set of workstation with peripherals to simulate UMID contactless chip personalization as UMID test beds for reading/updating of data in the UMID contactless chip. The workstation, peripherals, operating system, program and development tools must conform to SSS minimum standards. The venue will be discussed to the winning bidder. | | |
| | e. Provide user manual and training for five (5) IMD employees on the use of Card Management System for four (4) hours. A certification of training must be provided within five (5) days after completion. | | |
| | 5. A certification of training must be provided within five (5) days after completion. | | |
| | 4. The winning bidder must provide at least twenty (20) blank UMID smartcard for personalization. | | |
| | 3. The sample UMID smartcard personalized in the said test bed must work in the Self-Service Express Terminal of SSS. | | |
| | 2. Compilation of the said source code must run on the UMID smartcard personalization test bed and the actual card personalization facility of the winning bidder. | | |
| | 1. Orientation for the customization of the source code of the UMID smartcard personalization program to run on the desktop smartcard reader writer. | | |
| | d. Provide user manual and training for at least ten (10) SSS employees for sixtee (16) hours on the following: | | |

| bidder site) with the CMS at SSS IMD in Diliman, Quezon City via secured communication line for: Daily orders Submission and receipt of electronic reports Receipt and confirmation of good and rejected cards Logging of accepted and rejected cards. Billing and payment shall be based on actual, accepted cards certified by a designated SSS IMD representative. Refer to Annex D.1-4 for the CMS process flow and Annex E for the List of Inpu and Output Reports. Provide onsite personnel at SSS IMD to perform tasks such as but not limited to the following: confirm card orders, receive rejected cards, and receive card production problems. b. Monitoring and Control There should be an automated control to ensure that the personal data printed at the chip belongs to the same person/record. Must have application system to monitor and audit deleted data by prin order. Automated Tracking: a. Able to track and account for all card materials, including defective cards, spoilage and unused materials. c. Automatic reproduction of identified defective cards within Service Level Agreement (SLA). The CMS must be able to accep reproduction of rejected cards without requiring dummy data wher print orders are not available. | | |
|---|----|---|
| Refer to Annex D.1-4 for the CMS process flow and Annex E for the List of Inpu and Output Reports. Provide onsite personnel at SSS IMD to perform tasks such as but not limited to the following: confirm card orders, receive rejected cards, and receive card production problems. b. Monitoring and Control There should be an automated control to ensure that the personal data printed at the front of the card, the 1-D barcode printed at the back of the card and the data in the chip belongs to the same person/record. Must have application system to monitor and audit deleted data by prin order. Automated Tracking: Able to track a card's location and status from start of personalization process up to delivery to SSS. Able to track and account for all card materials, including defective cards, spoilage and unused materials. Automatic reproduction of identified defective cards within Service Level Agreement (SLA). The CMS must be able to accep reproduction of rejected cards without requiring dummy data wher print orders are not available. Able to handle/generate automated card billing facility including | a. | Connect the Card Personalization System and provided access (at the winning bidder site) with the CMS at SSS IMD in Diliman, Quezon City via secured communication line for: Daily orders Submission and receipt of electronic reports Receipt and confirmation of good and rejected cards Logging of accepted and rejected cards. Billing and payment shall be based |
| the following: confirm card orders, receive rejected cards, and receive card production problems. b. Monitoring and Control There should be an automated control to ensure that the personal data printed at the front of the card, the 1-D barcode printed at the back of the card and the data in the chip belongs to the same person/record. 1. Must have application system to monitor and audit deleted data by prin order. 2. Automated Tracking: a. Able to track a card's location and status from start of personalization process up to delivery to SSS. b. Able to track and account for all card materials, including defective cards, spoilage and unused materials. c. Automatic reproduction of identified defective cards within Service Level Agreement (SLA). The CMS must be able to accep reproduction of rejected cards without requiring dummy data wher print orders are not available. d. Able to handle/generate automated card billing facility including | | Refer to Annex D.1-4 for the CMS process flow and Annex E for the List of Input |
| There should be an automated control to ensure that the personal data printed at the front of the card, the 1-D barcode printed at the back of the card and the data in the chip belongs to the same person/record. 1. Must have application system to monitor and audit deleted data by prin order. 2. Automated Tracking: a. Able to track a card's location and status from start of personalization process up to delivery to SSS. b. Able to track and account for all card materials, including defective cards, spoilage and unused materials. c. Automatic reproduction of identified defective cards within Service Level Agreement (SLA). The CMS must be able to accept reproduction of rejected cards without requiring dummy data wher print orders are not available. d. Able to handle/generate automated card billing facility including | | Provide onsite personnel at SSS IMD to perform tasks such as but not limited to the following: confirm card orders, receive rejected cards, and receive card production problems. |
| order. 2. Automated Tracking: a. Able to track a card's location and status from start of personalization process up to delivery to SSS. b. Able to track and account for all card materials, including defective cards, spoilage and unused materials. c. Automatic reproduction of identified defective cards within Service Level Agreement (SLA). The CMS must be able to accept reproduction of rejected cards without requiring dummy data wher print orders are not available. d. Able to handle/generate automated card billing facility including | b. | There should be an automated control to ensure that the personal data printed at the front of the card, the 1-D barcode printed at the back of the card and the data in the |
| a. Able to track a card's location and status from start of personalization process up to delivery to SSS. b. Able to track and account for all card materials, including defective cards, spoilage and unused materials. c. Automatic reproduction of identified defective cards within Service Level Agreement (SLA). The CMS must be able to accept reproduction of rejected cards without requiring dummy data wher print orders are not available. d. Able to handle/generate automated card billing facility including | | 1. Must have application system to monitor and audit deleted data by print order. |
| | | a. Able to track a card's location and status from start of personalization process up to delivery to SSS. b. Able to track and account for all card materials, including defective cards, spoilage and unused materials. c. Automatic reproduction of identified defective cards within Service Level Agreement (SLA). The CMS must be able to accept reproduction of rejected cards without requiring dummy data when |

| Authorized SSS personnel shall have access in card personalization faci SSS personnel will audit/validate: Exclusivity of the server and database UMID personalization data; Personalization and quality control proce and packaging of UMID cards; Deleted data by print order; and Disposa defective cards. | |
|---|--|
| 4. | To secure SSS members' personal data from card ordering up to automatic deletion, a tamper proof system shall be developed by the winning bidder and tested by SSS prior to production. |
| 5. | Confine administrator log-in to the server console containing SSS personal data. Terminal log-in should be confined only to User IDs with privilege and access limited for card personalization functions. Any change in the server must have prior clearance by SSS and should be documented. For replacement of disk storage containing SSS data, the disk that will be pulled out should undergo "wipe" facility or low-level formatting to ensure that all data are erased/ deleted. |
| 6. | Secure the server and its console inside an enclosed cabinet. The cabinet should be secured through a key or fingerprint access by at least two (2) heads from different departments/sections of the production plant. |

| | 7. Provide fully redundant server. | | | | |
|----|---|--|--|--|--|
| | 8. The card production system shall be periodically audited by SSS. | | | | |
| | 9. Only SSS members' personal data of current orders are kept on-site. Personal data are automatically deleted after completion of batch production. Deletion with certification report issued by the card provider shall be validated bimonthly by the SSS personnel at the card personalization site. | | | | |
| | 10. Packaged/enveloped cards for delivery to SSS shall be secured in a vault and to be securely transported to SSS. | | | | |
| 3. | Reliability/Backup | | | | |
| | Facility must have a stand-by power generator and Uninterruptible Power Supply (UPS) to continue personalization even in case of a grid brown-out. | | | | |
| D. | Other Requirements | | | | |
| | Technical Assistance and Support | | | | |
| | a. The proposed UMID card must interface seamlessly with the existing applications in branch front-end card readers/writers and SSITs | | | | |
| | b. Provide technical support in using the Test Beds. | | | | |
| | c. Other Terms | | | | |
| | 1. The winning bidder shall issue Readiness of Card Production Facility within thirty (30) calendar days from issuance of Notice to Proceed (NTP). | | | | |
| | 2. The start of the contract shall be reckoned from the date of acceptance by SSS of the deliverables of the winning bidder. The acceptance period shall be made by SSS within fourteen (14) calendar days from the issuance of the card provider of Official Notice of Complete Delivery and Readiness of the Card Personalization Facility. | | | | |
| | 3. The winning bidder shall envelope/package produced/personalized UMID cards using SSS-supplied window envelope and letter carrier. | | | | |
| | Maximum wastage of 0.70% each for the window envelope and letter carrier shall be allowed based on the monthly volume of cards produced. Any additional requirement will be for the account of the winning bidder. | | | | |

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Annex B - Criteria in the Quality Control of Cards

1. Burned / Prick Mark / Bubbles

- 1.1 On the photo, ghost image and demographic data- not acceptable
- 1.2 On the magnetic stripe acceptable, but if banks find the magnetic stripe not functional, the winning bidder shall replace the card.
- 1.3 Other areas acceptable if only one per side of card, each with size of 1cm2 or less.

2. Scratch

- 2.1 On the photo, ghost image and demographic data not acceptable.
- 2.2 On the magnetic stripe acceptable, but if banks find the magnetic stripe not functional, the winning bidder shall replace the card.
- 2.3 Other areas one light scratch or 2 cm or less per side of card is acceptable

3. Smear / Blot Print

- 3.1 Inside the facial image including hair, ears, neck and shoulder or on text prints not acceptable.
- 3.2 Outside the facial image acceptable if five dots or less per side of card, each with size of 0.08mm2 or less.

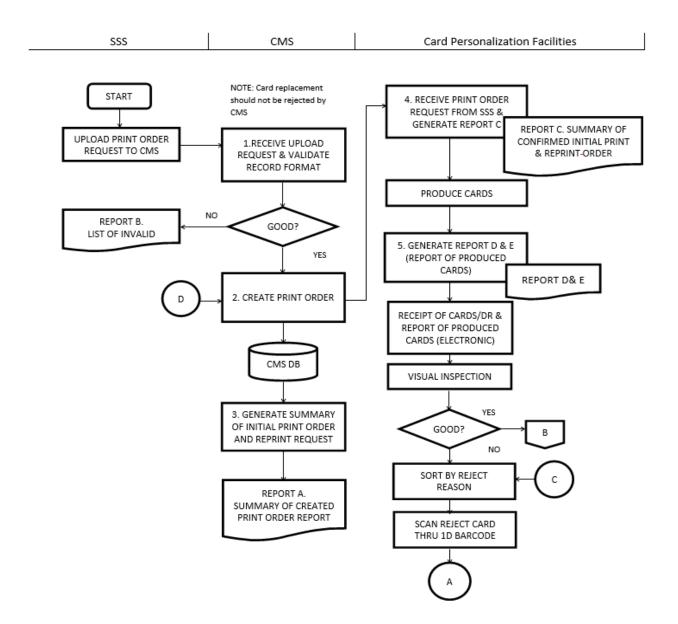
4. White / Black Dot

- 4.1 Inside the facial image including hair, ears, neck and shoulder acceptable if only one and with size of 0.05mm2 or less.
- 4.2 Outside the facial image acceptable of the five dots or less per side of card, each with size of 0.08 mm2 or less.
- 5. Vertical / Horizontal White Line Around the Photo acceptable if less than or equal to 0.03mm in width, otherwise, the card will be rejected.

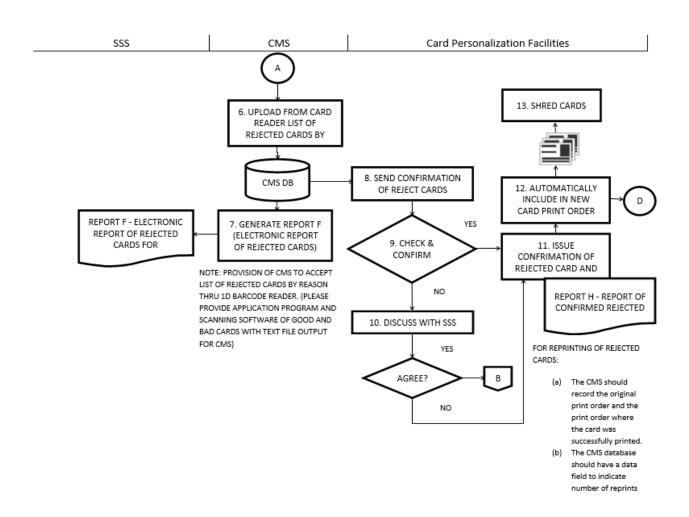
Annex C- UMID Generic Card Design



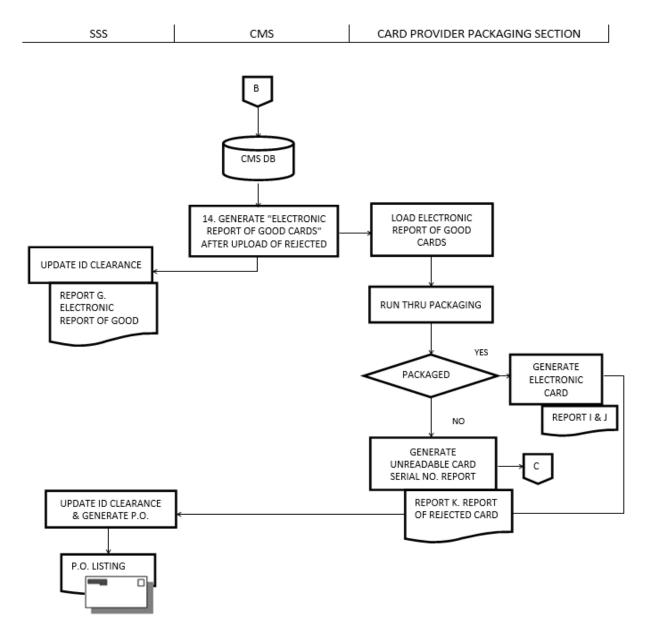
Actual specifications of the above UMID card design will be provided to the winning bidder.



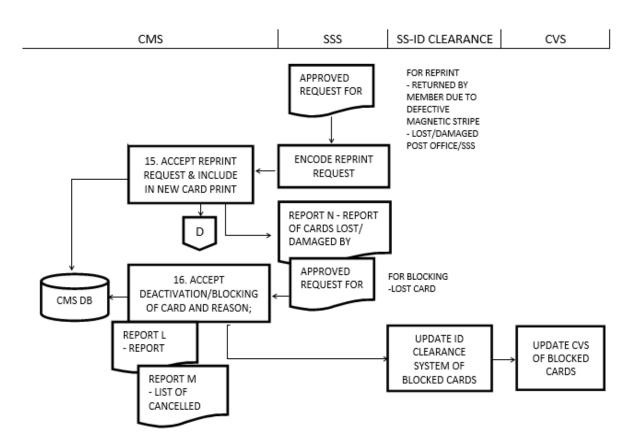
Annex D.1 – Card Management System Process Flow



Annex D.2 – Card Management System Process Flow



Annex D.3 – Card Management System Process Flow



Annex D.4 – Card Management System Process Flow

Annex E - List of CMS Input and Output Reports

- 1. Summary of Created Print Order Report
- 2. List of Invalid Records
- 3. Summary of Confirmed Initial Print and Reprint Request
- 4. Delivery Receipt must be submitted together with the batch of printed cards
- 5. Electronic Report of Delivered Cards per Print Order must be submitted together with the batch of printed cards
- 6. Electronic Report of Rejected Cards for Confirmation
- 7. Electronic Report of Good Cards
- 8. Report of Confirmed Rejected Cards for Reprint to Other Print Order
- 9. Daily Report of Deactivated Cards
- 10. Monthly Report of Cancelled Cards
- 11. Report of Lost/Damaged Cards
- 12. Summary Report of Cards Processed by Batch/Print Order
- 13. Computation of Penalty Report (Late Production, Late Packaging and CMS Downtime for unordered cards)
- 14. Inspection, Quality Control and Yield Report
- 15. Certificate of Destruction Customer returns
- 16. Certificate of Destruction Internal Rejects
- 17. Certificate of Deletion must be submitted within one (1) month from the time of production.

Annex F– SAMM Card Specifications

jTOP ID on SLE 78 Java Card™ Platform for Government ID Projects

Broad portfolio for government solutions

JTOP ID is part of a family of products, that use the jTOP operating system on Infineon chip card controllers and will be supported in the future in new technologies. Available in different configurations and hardware, the family provides tailored solutions for government projects ranging from basic configurations to complex feature combinations.

Different memory configurations from 36kByte up to 160kByte are at hands to store the required amount of personal data.

On request, project specific adaptations are possible to cover specific requirements – ready for personalization to decrease handling and personalization costs.

Easy deployment & smooth integration

jTOP ID is supported by tools for applet development, debug and platform configuration. Integration into production processes is easily possible through third party middleware that supports jTOP. On top of the dual interface capability both standardized contactless communication types (ISO/IEC 14443 Type A and Type B) are available, as well as a Mifare 1k/4k emulation, allowing integration with readers from many vendors and usable in a variety of other applications such as access control or transport.

Due to its full Java Card/GlobalPlatform compliance, third party applets can be loaded with confidence on to the platform (e.g. Match on Card). The jTOP ID platform is available in all Infineon standard packages for Government ID projects (dual interface, contactless and contact based) that have proven reliability in governmental projects around the world.

Product configurations

| Product | E ² PROM [kB] | Interfaces | Applet |
|----------------|--------------------------|--|--------------------------|
| SLJ 52GLA080AL | 80 | CL Type A and Type B | LDS ePass |
| SLJ 52GLA036AL | 36 | | |
| SLJ 52GDA128BL | 128 | CL Type A and Type B and CB T=0 and T=1 | LDS eDL |
| SLJ 52GCA036BL | 36 | CL Type A and Type B or CB T=0 and T=1 | |
| SLJ 52GDL160CL | 160 | CL T=A and T=B, Mifare 1k/4k, CB T=0 and T=1 | Open Platform |
| SLJ 52GDL128CL | 128 | | |
| SLJ 52GDL080CL | 80 | | |
| SLJ 52GDL036CL | <mark>36</mark> | | |
| SLJ 52GLL080CL | 80 | CL T=A and T=B, Mifare 1k/4k | |
| SLJ 52GCA080CL | 80 | CB T=0 and T=1 | |
| SLJ 52GCA036CL | 36 | | |
| SLJ 52GDL080DL | 80 | CL T=A and T=B, Mifare 1k/4k, CB T=0 and T=1 | LDS ePass, eDL and eSign |
| SLJ 52GDL036DL | 36 | | |
| SLJ 52GLL080DL | 80 | CL T=A and T=B, Mifare 1k/4k | |
| SLJ 52GCA080DL | 80 | CB T=0 and T=1 | |
| SLJ 52GCA036DL | 36 | | |

Infineon and Trusted Logic

jTOP ID combines the strengths of three of the main players in the government ID market worldwide: Infineon, Trusted Logic and cryptovison. Infineon is an innovative and long-standing supplier of hardware-based secure ID solutions, leading the chip card controller market for more than 14 consecutive years. In Europe, the leading region for new governmental applications, 70% of the national eID projects rely on chips from Infineon. In addition, many high economic growth countries such as Brazil, Turkey, India, Indonesia & China trust in Infineon secure controllers for their new eID documents. In the field of healthcare, 60% of the smart health cards worldwide use Infineon chips. Trusted Logic SA is a Java Card pioneer, providing open and secure software for smart cards, terminals & consumer devices. Its subsidiary

Trusted Labs has written the Java Card Protection profile, which is used across the industry for Java Card multi-application platform certifications.

