



BIDDING DOCUMENTS

For the

**MICROFILM CONVERSION TO DIGITAL FORMAT AND UPDATING
OF SEC DATABASE**

Public Bidding No. 2023-006

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR THE

MICROFILM CONVERSION TO DIGITAL FORMAT AND UPDATING OF SEC DATABASE

1. The Securities and Exchange Commission (SEC), through the authorized appropriations under the **FY 2023 Annual Operating Budget of SEC** intends to -apply the sum of **Thirty-Three Million Five Hundred Thousand Pesos (Php -33,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Project, **Microfilm Conversion to Digital Format and Updating of SEC Database (Public Bidding No. 2023-006)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. SEC now invites bids for the above procurement project. Delivery of the Goods is required in FY-2023 as specified in Section VI (Schedule of Requirement) of the Bidding Document. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA 9184).

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or corporations 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. Prospective bidders may obtain further information from the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Document may be acquired by Interested Bidders on **February 6, 2023** from the given address and websites below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of Twenty-Two Thousand Five Hundred Pesos (P22,500.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. It may be downloadable free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

7. The SEC will hold a Pre-Bid on **February 13, 2023, (Monday) 1:00 p.m.** at the **Conference Room, 14- Floor, The SEC Headquarters, 7907 Makati Ave, Salcedo Village, Bel-Air, 1209 Makati City.** and/or through video conferencing or webcasting via zoom app, which shall be open to prospective bidders.

The prospective bidders are advised to send email at bacsecretariat@sec.gov.ph for the link to join the meeting which will be provided before the scheduled Pre-Bid Conference.

8. Bids must be duly received by the BAC Secretariat through manual submission at the **Procurement Division, 7- Floor, The SEC Headquarters, 7907 Makati Ave, Salcedo Village, Bel-Air, 1209 Makati City,** on or before, **February 27, 2023, (Monday) 1:00 p.m.** Late bids shall not be accepted.

9. All Bids must be accompanied by a Bid Security in any acceptable forms and in the amount stated in ITB Clause 14.1.

10. Each Bidder shall submit one **(1) originally signed certified true copy of the original document and two (2) duplicate copies** of the first and second components of its bid. **Bidders must arrange each bid document into sections with tabs properly labeled separating each document according to the provided checklist.**

11. Bid Opening shall be on **February 27, 2023 (Monday) 1:15 p.m. Conference Room, 14- Floor, The SEC Headquarters, 7907 Makati Ave, Salcedo Village, Bel-Air, 1209 Makati City.** Bids will be opened in the presence of the bidder's representative who chooses to attend the activity (To minimize face to face transactions with the public only one (1) representative for each bidder will be allowed during the opening of bids).

12. The Securities and Exchange Commission reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

*Procurement Division
Human Resource and Administrative Department
7- Floor, The SEC Headquarters, 7907 Makati Ave, Salcedo Village,
Barangay Bel-Air, 1209 Makati City
Electronic mail: bacsecretariat@sec.gov.ph*

14. You may visit the following Websites to download the bidding document:

<https://www.sec.gov.ph>.

<https://www.philgeps.gov.ph>

February 3, 2023.

ARMANDO A. PAN JR.

Chairman

Section II. Instructions to Bidder

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

1.1. The Securities and Exchange Commission (SEC) wishes to receive Bids for the **Microfilm Conversion to Digital Format and Updating of SEC Database (Public Bidding No. 2023-006)**.

1.2. The Procurement Project (referred to herein as "Project") is composed of one (1) lot, identification, and number of 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 FY 2023 in the amount of **Thirty-Three Million Five Hundred Thousand Pesos (Php 33,500,000.00)**.

2.2. The source of funding is through the authorized appropriations under the **FY 2023 Annual Operating Budget of SEC**.

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 exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

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 at least fifty (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.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 **14th Flr. Conference Room, The SEC Headquarters, 7907 Makati Ave, Salcedo Village, Bel-Air, 1209 Makati City** and/or through videoconferencing/webcasting 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 five (5) 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 Components

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

1.3. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

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 **Section VII (Technical Specifications)**.

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 **four (4) months** from the date of issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Selling 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 and 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 Bidder shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 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 15 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 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. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

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

Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be referred to any contract for Microfilm Conversion to Digital Format, Microfilm Storage and Maintenance. Business for Micrographics equipment and Microfilm Related Services, which must be completed within five (5) years prior to the deadline for the submission and receipt of bids.		
7.1	Subcontracting is not allowed.		
12	The price of the Goods shall be quoted DDP Makati or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:		
	<i>Lot No.</i>	<i>Item Description</i>	<i>Amount Cash, Cashier's / Manager's Check, Bank Draft/Guarantee or Irrevocable Letter of Credit (2% of the ABC)</i>
	1	Microfilm Conversion to Digital Format and Updating of SEC Database	P 670,000.00
			<i>Surety Bond callable upon demand issued by a surety or insurance company duly certified by Insurance Commission (5% of the ABC)</i>
			P1,675,000.00
15	Each Bidder shall submit one (1) originally signed certified true copy of the original document and two (2) duplicate copies of the first and second components of its bid. <i>Bidders must arrange each bid document into sections with tabs properly labeled separating each document according to the provided checklist.</i>		
19.3	No further instruction		
20.1	The bidder with the Lowest Calculated Bid shall submit ALL of the following post qualification requirements: 1. Proof/s of the Single Largest Completed Contract which shall be copy of purchase order or contract, or proof of completion which may be the certificate of final acceptance, or official receipts or sales invoice/s covering the full amount of the contract; 2. Latest Income Tax Return filed and paid through the Electronic Filing and Payments System (EFPS); and 3. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months preceding the date of bid submission.		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 prior to 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 or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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

6.1. 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.

6.2. 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 jointly and severally liable to the procuring entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents -</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at the SEC Headquarters in Makati 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.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Director Oliver V. Chato.</p>
2.2	<p>The terms of payment shall be as follows: Payments shall be made according to milestone as provided in the Terms of Reference based on the actual output delivered.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months/days stipulates hereafter the date of delivery to the project sites.

Lot No.	Item Description	Delivered, Weeks/Months/Days	Statement of Compliance
1	Microfilm Conversion to Digital Format and Updating of SEC Database	Within 30 days upon receipt or as stated in the Notice to Proceed	

Bidders must state here either "Comply" or any equivalent term in the column "Statement of Compliance".

Place of Delivery: The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, 1209 Makati City

I certify to comply and deliver the above requirements within 30 calendar days upon receipt of the Notice to Proceed.

AUTHORIZED REPRESENTATIVE:

Signature : _____
Company : _____
Name : _____
Printed Name : _____
Position : _____
Date : _____



Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Section VII. Technical Specifications

Maintenance of Scanner Machines, 2 units	Statement of Compliance ^[1]
Compliance to the Terms of Reference for Maintenance of Scanner Machines, 2 units, as attached, including amendments as may be reflected in a Bid/Supplemental Bulletin, if any if to be issued.	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct otherwise, if found to be false either during bid evaluation, post-qualification or the execution of the contract, the same shall give rise to the imposition of administrative sanctions and the forfeiture of bid security or the performance security posted consistent with section 69.1 and 69.2 of the revised Implementing Rules and Regulations of the Republic Act No. 9184.

AUTHORIZED REPRESENTATIVE:

Signature : _____

Company Name : _____

Printed Name : _____

Position : _____

Date : _____

[1] Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance"



TERMS OF REFERENCE

I. PROJECT TITLE : **MICROFILM CONVERSION TO DIGITAL FORMAT AND UPDATING OF SEC DATABASE**

1. PROVISION OF SERVICES TO INCLUDE MANPOWER, HARDWARE, AND DATA ENTRY WORKSTATIONS TO UPDATE SEC RECORDS

II. OBJECTIVES OF THE PROJECT:

The project aims to consolidate all records of the SEC micrographics into digital format for uploading into a common digital platform accessible by the SEC and the public.

III. RATIONALE:

To enable the SEC to upgrade its facilities in the retrieval of SEC documents, there is a need to convert all its documents in microfilm rolls to digital format.

Currently, the SEC maintains a total of 27,875 microfilm rolls consisting of an estimated total number of 2,230,000 documents consisting of 55,750,000 pages that need to convert to digital format to do away with microfilm documents.

These documents after conversion to digital form will be uploaded to the SEC system and make available to both internal and external clients.

The outsourcing services will result in the availability of documents for viewing and use by the public and SEC staff. The faster conversion of documents translated into a significant improvement in the delivery of public service by reducing public waiting time and resulting in an increase in revenue for the Electronic Records Management Division of the ICTD.

IV. SCOPE OF THE PROJECT:

The proposed outsourcing project will handle the conversion of microfilm rolls into digital format, the provision of manpower, and desktop computers, imaging and capture application, and data storage facility.

A. ESTIMATED VOLUME:

The total microfilm rolls for conversion to digital format is 27,875.

The Service Provider (SP) shall be required to convert to digital format a total of 27,875 microfilm rolls, which is equivalent 2,230,000 documents consisting of 55,750,000 pages.

The breakdown for the required output of the SP is 3,097,223 pages per month for the duration of 18 months.

B. RESOURCES TO BE PROVIDED SHOULD INCLUDE THE FOLLOWING:

Provision of Manpower, production speed Microfilm Scanners, desktops computers, imaging software application, data capture application, retrieval and inventory system, server and server license and data storage facility.

To complete the project within the duration of eighteen (18) months, the Service Provider will be required to provide a minimum of two (2) units of production microfilm scanners (which can scan at least 5 rolls per hour per machine at a minimum), minimum of fifty-five desktop computers (55) with imaging and data capture application that are compatible with existing facility, SEC Iview-Back-up and Computer Assisted Paper Submission and the corresponding Data Encoders per desktop (1:1).

B1. Production Microfilm Scanner

- 2 units
- Minimum speed of 5 microfilm rolls per hour
- Output: B/W or grayscale, JPG, Single and Multipage TIFF, Single and Multipage PDF
- Capable of selective scanning (selective blips)

- With onsite service unit (production type) to ensure zero downtime

B2. Network Attached Storage (NAS)

- Enterprise Network Attached Storage (2 X 12TB, 8GB RAM, Intel® Xeon® D-1541 8-core 2.1 GHz processor, Dual Power Supply)
- 2-year support
- To be turned over to SEC at the end of the project

Service Provider shall provide two IT personnel to ICTD to assist in the uploading of the digitized document to SEC Retrieval Facility (ODRS and SEC IView Back-Up) databases as deemed necessary, to assure SEC that all converted documents are delivered and uploaded weekly.

C. Indexing of Fields for efficient retrieval. The indexing fields are SEC Number, Company Name, Document Type (100 types), Period Date, CD Number, Roll Number, Blip Number, Start to End pages, and Number of pages. However, under Exception Handling, the Number of Index Fields may increase with the inclusion of Remarks (reason for the inclusion in the exceptional log).

D. Other office supplies such as paper and printing consumables for project reports will be provided by the contractor.

E. Project Team/Organization:

POSITION	TOTAL NUMBER
Project Manager	1
Team Leader	2
Film Image and Index Quality Assurance Personnel	25
Data Encoders	25
Production Microfilm Scanner Operators	4
IT Support and Database Specialist	1
TOTAL	58

V. PROJECT DURATION

The project for the Conversion of Microfilm to Digital Format will be for a period of eighteen (18) months.

VI. SCOPE OF SERVICES

The proposed outsourcing project includes the winning Service Provider to handle tasks from Microfilm Conversion to Digital Format, Image Quality Assurance, Indexing and Creation of Microfilm Record Inventory, Uploading of digitized images and encoded data into the NAS Storage Facility, SEC IView Back-up / ODRS.

A. SERVICE PROVIDER

1. The Service Provider should demonstrate its capability to complete the project by conducting a Proof of Concept (POC) based on section VIII of this TOR. SEC will issue a Certificate of Acceptance upon passing the POC process.

The conduct of the POC shall be done at the SEC premises to enable Staff to validate the output required in the project. The prospective bidder shall bring to SEC, the required equipment (microfilm scanner should at least be capable to digitize five rolls per hour, computer desktop with imaging and data capture application, etc.) for conversion for the User's Acceptance Test on the POC output.

2. Conversion of an estimated 27,875 microfilm rolls, creation of index and inventory of microfilm records, upload of output in NAS Storage Facility / ODRS / SEC I-View Back-up.

3. The Service Provider shall provide all the required equipment, data capture (data encoding software office supplies and consumables (computers, printers, Acknowledgment Receipts) necessary for the conversion project.

4. Service Provider should ensure that the final output digital images, as well as the indices are compatible with the existing SEC Retrieval System, iView Back-up and ODRS.

The resultant digital output should contain legible and readable image address beside every page of each document to ensure efficient retrieval and compatibility to our existing scanner machine. The image address must include the ff:

CD Number

Blip Number

Page number (Start – End)

Including other index fields presented in the preceding section of this TOR

Note: This requirement must be included in the presentation of POC result.

This requirement is part of the security measures established by SEC for quality assurance that all microfilm documents are scanned.

This requirement served as identifier in the retrieval of documents from SEC Offsite.

5. The Service Provider must ensure that all DIGITAL images from microfilm are the best quality output and conform to existing industry standards.

6. The Service Provider shall also ensure that all digital images should pass through Tiff-Checker software to ensure that there are no corrupted images submitted for uploading to the system.

7. All equipment, supplies and manpower are for the account of the Service Provider.

8. The Service Provider must ensure that resources such as production microfilm scanners, desktop computers and all other related equipment can handle the high-volume capture and indexing requirements of SEC considering the volume and duration of the project. The Service Provider should provide standby service units (back-up equipment of the same type to handle the job) to ensure zero downtime in production operations.

9. Immediate provision of replacement unit/s with similar specifications during the contract period in case there is a need to replace defective microfilm scanner unit and its components.

10. The Service Provider must have adequate manpower and previous experience in handling large projects with similar scope and requirements.

11. The Service Provider must be able to encode the required information/index fields as indicated in this TOR.

12. The Service Provider shall assign qualified machine operators, encoders, image and index quality assurance personnel, and technical support personnel with technical capability and related experience for the project.

13. The Service Provider shall provide onsite support services to ensure the smooth operational transition of scanning, microfilm inspection and quality assurance, encoding and uploading to all SEC database systems.

14. The Service Provider shall replace any personnel found ineffective or negligent in the performance of his/her duties upon recommendation by the SEC within three (3) calendar days from receipt of the notice.

15. The Service Provider shall immediately provide reliever/s with the same qualifications in case of absence of regular support personnel compliant with the requirements of this TOR
16. The Service Provider shall require all onsite service personnel to undergo COVID-19 Testing not earlier than two (2) days before deployment to the project.
17. The Service Provider shall deploy personnel with complete COVID19 vaccination and booster shots.
18. The Service Provider shall make necessary preparations, arrangements, and actions to make sure that all its personnel can report to work despite limitations on mobility brought about by health protocols and community quarantine being imposed by the government.
19. The Service Provider shall provide each person with Identification Cards (ID) which should be worn at all times and conspicuously displayed by the personnel while working in the SEC.
20. The Service Provider shall provide personnel with a uniform that shall be worn at all times during working hours.
21. The Service Provider shall assign personnel with two (2) years of related experience to the project. All personnel who undergone the SEC training for the project must be required to report until the completion of the project.
22. The Service Provider shall submit Monthly Production and Management Reports, with daily and weekly breakdowns, to the project manager to be assigned by the SEC.
23. The Service Provider must deploy the same brand, model and specification for an on-premise, onsite standby service unit. Delivery of the on-premise and onsite service unit will be at the same time as the production document scanner.
24. The Service Provider's personnel shall report to work from 8:00 A.M. to 5:00 P.M. Monday to Friday. Saturday work can be scheduled and with prior approval from SEC.
25. The Team Leader/Point Person for the project shall ensure that all equipment will perform and deliver the full technical processes at its optimum operational level to be able to achieve SEC's internal Performance Target.
26. The Service Provider should use its own data capture software but ensure compatibility of output and uploading capability to SEC Systems.
27. The Service Provider shall provide an output that is readily uploadable to SEC's i-View Back-up/ ODRS. The service Provider's output must be placed in network attached storage with retrieval facility to be deployed before end of the project.
28. The Service Provider shall upload the digital document to SEC system under ICTD supervision.

B. SECURITIES AND EXCHANGE COMMISSION

1. Provide the microfilm rolls to be converted into digital format.
2. Provide an adequate work area for the Service Provider, with the work area having air-conditioning facilities which the Service Provider can use during work hours, 8:00 a.m. to 5:00 p.m., Mondays to Fridays, and/or Saturday and Sunday as the need arises.
3. Provide the necessary facilities (network and connections) to be able to handle the Project requirements.

4. Supervise all the related processes by assigning personnel from the following groups:

1 from Micrographics Unit, ERMD

1 from ICTD – to set up the required connections & other IT requirements

VII. CONVERSION PROCEDURE: (PROCESS FLOW)

Please see attached Annex "A" for Process Flow (diagram) for SEC Conversion project.

1. Implementation will start by receiving the microfilm rolls from Central Receiving Unit, ERMD Records Encoders.
2. Confirmation of actual receipt of microfilm rolls will be conducted through Delivery Receipt (DR) or Delivery Transmittal
3. Scan the microfilm roll using the best imaging settings.
4. Perform 100% image quality inspection of digital images from microfilm. Check for overexposed, Underexposed images. Perform a re-scan for substandard images. Remove noise, speckles, and black borders from the image.
5. Discrepancies, if any, are noted, and brought to the attention of the client representative. Only when the discrepancies are solved, will the Service Provider Production Group will go ahead with the other activities.
6. Conduct data indexing/capturing based on the guidelines from the client. The following are the information to be indexed: SEC number, Company Name, Document Type (500 document types), Period Date (if reports), Approved Date (if Registered), and Date of Receipt, CD Number, Page Number, Blip Number (Start – End).
7. Perform 100% Quality Assurance for encoded information for all records.
8. Submit the final image and index output to SEC ERMD and ICTD for checking and acceptance.
9. Conduct correction if necessary.
10. Return the microfilm rolls to SEC ERMD with proper handover documentation.
11. Once accepted by SEC ICTD, the index database and upload in the Document Retrieval and Inventory System. The images will also be uploaded to the Network Attached Storage.
12. Uploading of image and data in the SEC System by the service provider personnel under supervision by ICTD personnel.
13. Prepare Acknowledgement Receipt (AR) or Certificate of Acceptance (COA) whichever is applicable.
14. Issue Certificate of Deletion upon receipt of information to client or based on the SLA (Service Level Agreement) as part of project close out.

VIII. SECURITY AND CONFIDENTIALITY

1. Data encoding must be done at the SEC site. Likewise, all conversion activities must be done at SEC premises.
2. Integrity of the images (digital copy) shall be maintained at all times.

3. The Service Provider shall keep SEC data with strict confidentiality and shall not use or disclose to any person any information acquired in connection with the performance of this obligation in this project. The Service Provider must not be engaged in any service information bureaus or information dissemination to maintain and assure the integrity of SEC documents.

4. SEC has the right to take legal action to any Service Provider who copies, transfers or distributes documents without SEC consent.

BIDDER'S QUALIFICATION

1. The CONTRACTOR must be directly engaged in the business of micrographics equipment and microfilm-related services for at least ten (10) years. Certificates of satisfactory completion of projects issued by past customers, including copies of the contracts must be submitted as part of the technical bid.

2. The CONTRACTOR must have a 24 x 7 technical support capability for all hardware, equipment and software to be used for the project.

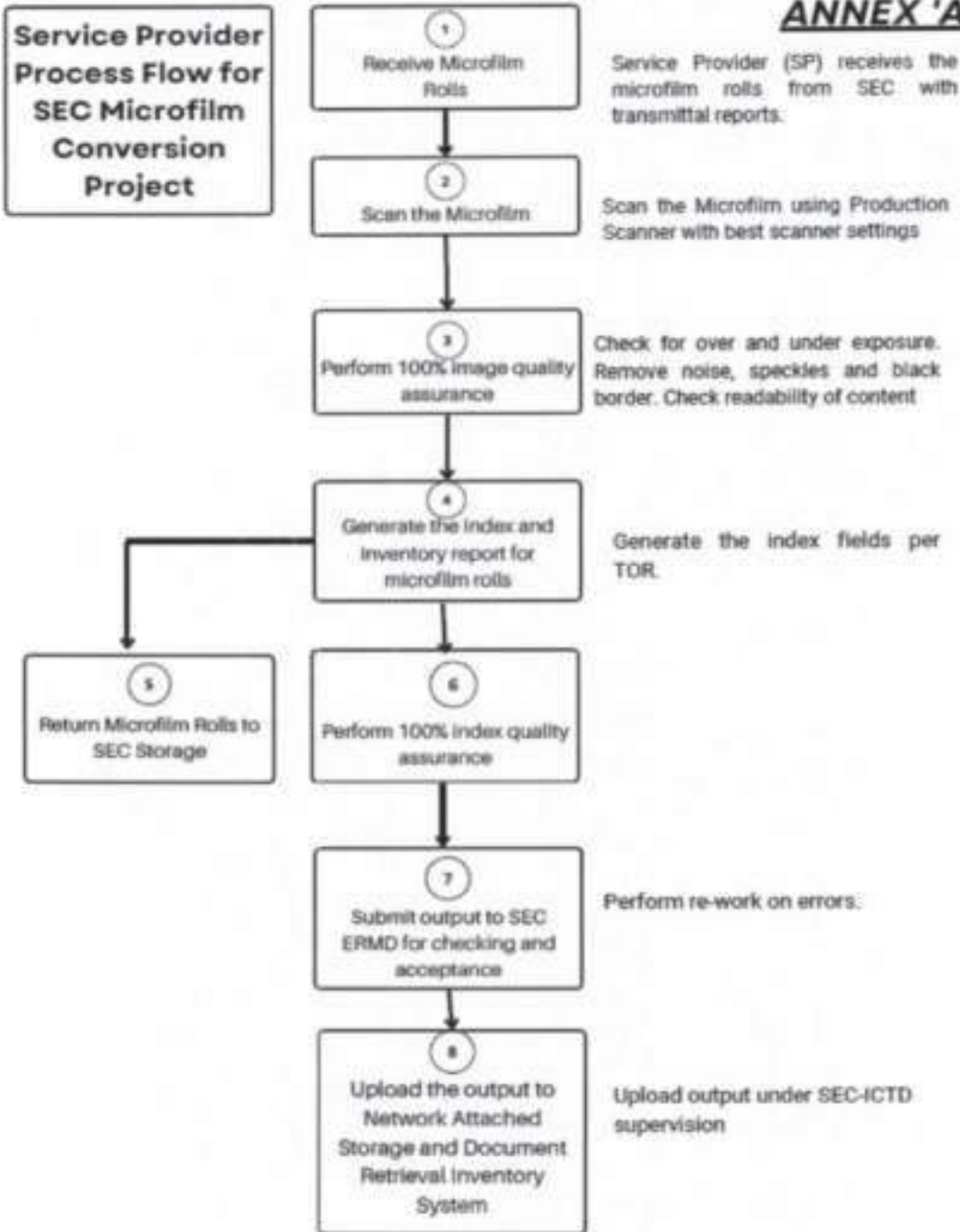
3. The CONTRACTOR shall have locally available certified, qualified and experienced technical support personnel in the field of micrographics who will provide technical support during the contract period. The CONTRACTOR shall submit resumes and certifications of the service engineers and technical personnel to be assigned to handle the project. The CONTRACTOR must provide the list of technical personnel including contact details for fast and efficient delivery services.

4. The CONTRACTOR shall comply with the laws governing employee's compensation, Philhealth, Social Security and labor standard, and other laws, rules and regulations applicable to its personnel employed by CONTRACTOR on account of the contracted services.

5. The CONTRACTOR should be a duly registered Labor Contractor of the Department of Labor and Employment under D. O. 174 to comply with labor regulation and present a certificate of no pending case from the Department of Labor and Employment.

6. The CONTRACTOR should be duly registered with the National Privacy Commission to comply with the Data Privacy Act.

ANNEX 'A



Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- b) 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**
- c) 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 the relevant period as provided in the Bidding Documents; **and**
- d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- f) 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.

Financial Documents

- g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** 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.

II. FINANCIAL COMPONENT ENVELOPE

- i) Original of duly signed and accomplished Financial Bid Form; **and**
- j) Original of duly signed and accomplished Price Schedule(s).

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

- k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* 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.
- l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

SAMPLE FORMS

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Note: For editable copies of the above-listed documents, you may download the files from the following link:

<https://www.sec.gov.ph/procurement/prescribed-templates/#gsc.tab=0>

BID FORM

Date : _____

Project Identification No. : PB No. 2023-006

To: *The Bids and Awards Committee*
Securities and Exchange Commission
Makati 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 the following* in conformity with the said PBDs for the sum below or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid:

Lot No.	Description	Unit Price	Total Price
1	Microfilm Conversion to Digital Format and Updating of SEC Database		

The total bid price includes the cost of all taxes, such as, but not limited to *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,

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.

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, 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: _____

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

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. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
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.

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 Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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 document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Unified Guidelines on Blacklisting;**

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **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 duty 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.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

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Series of _____

BID SECURING DECLARATION FORM

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

x-----x

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

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

I/We¹, the undersigned, declare that:

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

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

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

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Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	kind of Goods	Amount of contract	Value of outstanding works	Date of Delivery
							(Date of Delivery shall refer to the expected date the project shall be fully completed/delivered or paid)

Note: Bidder shall attach the following:

1. *Current/on-going extended contracts should be included in the list*
2. *On-going extended contracts should be included in the list*

Instructions:

- a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

Submitted by:

Company Name: _____

Authorized Representative: _____

(Signature over printed name)

Designation: _____

Date: _____

Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery (Date of Delivery shall refer to the date the project was fully delivered, completed or paid)

Note: Bidder shall attach the following:

1. Photocopy of approved Contract or Purchase Order/Work Order
2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the contract.

Submitted by: _____
Company Name:

Authorized Representative: _____
(Signature over printed name)

Designation: _____
Date: _____

**AUTHORITY OF SIGNATORY
(For Corporation)**

I, (Name of Corporate Secretary), of legal age, Filipino, with business address at _____, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

"RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the (Name of Project).

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this ___ day of _____ at _____

PRINTED NAME/SIGNATURE
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of _____ this ___ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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**AUTHORITY OF SIGNATORY
(For Sole Proprietor/Partnership)**

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project]

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this ___ day of _____ at _____.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of _____ this ___ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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