

PHILIPPINE BIDDING DOCUMENTS

for the

PROCUREMENT OF SERVICES OF VARIOUS IT PERSONNEL FOR THE CUSTOMIZATION OF THE FINANCIAL MANAGEMENT INFORMATION SYSTEM (FMIS) OF AN OPEN-SOURCE ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE

Public Bidding No. 2024-003

**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 PROCUREMENT OF SERVICES OF VARIOUS IT PERSONNEL FOR THE CUSTOMIZATION OF THE FINANCIAL MANAGEMENT INFORMATION SYSTEM (FMIS) OF AN OPEN-SOURCE ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE

1. The **Securities and Exchange Commission (SEC)**, through the **FY 2024 Annual Operating Budget of SEC** intends to apply the sum of **Eleven Million Five Hundred Ninety-Five Thousand Eight Hundred Thirty-Three Pesos and 33/100 (Php11,595,833.33)** being the ABC to payments under the contract for the Procurement Project under **Public Bidding No. 2024-003**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The SEC now invites bids for the above Procurement Project. Delivery of the Services is required in FY 2024 as specified in Section VI (Schedule of Requirements) of this 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 No. 5183.

4. Prospective Bidders may obtain further information from the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 22 January 2024 from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php12,500.00. 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 downloaded 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.

A handwritten signature in black ink, appearing to be the initials "AM".

The prospective bidders are advised to send an email at fpbaluyot@sec.gov.ph to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- Print 2 copies of PAF:
 - 1 Client Copy
 - 1 LandBank Copy
- Accomplish the onColl Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:
 - Reference Number 1 - PAF No.
 - Reference Number 2 - Name of Payor appearing on the PAF
- Present OnColl Payment Slip, together with the PAF, to the LandBank Teller

For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment:
<https://www.sec.gov.ph/sec-paymentportal>
- Enter PAF Reference Number
- Select preferred payment option:
 - Debit/Credit Card
 - Paymaya Wallet/GCash
- Enter email address and verification code
- Click proceed to payment

7. The SEC will hold a Pre-Bid Conference on **02 February 2024 (Friday), 10:00 a.m.** at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **16 February 2024 (Friday), 10:00 a.m.** Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **16 February 2024 (Friday), 10:15 a.m.** at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

11. The SEC 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.

12. For further information, please refer to:

*Procurement Unit
7/F The SEC Headquarters, 7907 Makati Ave.
Salcedo Village, Bel-Air, Makati City 1209
Telephone Number: 8818-5330
Electronic Mail: fpbaluyot@sec.gov.ph*

13. You may visit the following websites:

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

25 January 2024



Armando A. Pan Jr.
BAC Chairman

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Section II. Instructions to Bidders

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

The Securities and Exchange Commission wishes to receive Bids for the **Procurement of Services of Various IT Personnel for the Customization of the Financial Management Information System (FMIS) of an Open-Source Enterprise Resource Planning (ERP) Software.**

The Procurement Project (referred to herein as “Project”) is composed of one (1) 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 FY 2023 in the amount of **Eleven Million Five Hundred Ninety-Five Thousand Eight Hundred Thirty-Three Pesos and 33/100 (Php11,595,833.33).**

2.2. The source of funding is **FY 2024 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 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 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

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 at its physical address at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City and 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 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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 Declaration¹ 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 120 calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the 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 may be. 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 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

- 20.2. 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

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 any contract similar or analogous to provision of manpower outsourcing services for project-based software development completed within five (5) year prior to the deadline for the submission and receipt of bids.
7.1	<i>No further instructions</i>
12	The price of the Goods shall be quoted DDP Makati, NCR or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php231,916.67 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 579,791.67 [five percent (5%) of ABC], if bid security is in Surety Bond.
15	Electronic copy of first and second components of bids shall be submitted upon instruction of the BAC thru the Secretariat at any time after the Opening of Bids.
19.3	<i>No further instructions</i>
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

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 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

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>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 Mr. Archivald S. Navarro.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>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.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment shall be on a milestone basis based on the attached deliverables. The contractor shall transmit the billing statements, including the attendance sheets, accomplishment/completion reports, and the agreed deliverables that will be indicated on the Project Plan (to be submitted within 15 days from NTP).</p>
4	<p>The inspections and tests that will be conducted in accordance with the deliverables stipulated in Clause 2.2 of this Section.</p>

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	Delivered, Weeks/Months
1	Procurement of Services of Various IT Personnel for the Customization of the Financial Management Information System (FMIS) of an Open-Source Enterprise Resource Planning (ERP) Software	1 lot	Within six (6) months reckoned from the issuance of the Notice to Proceed or from the date indicated therein

I hereby certify to comply and deliver the above requirements immediately upon receipt of the Notice to Proceed.

Company Name: _____

Authorized Representative

Signature: _____

Printed Name: _____

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.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
Scope of Work		
<p>The service provider for this project shall be responsible for the provision of skilled IT personnel who are expected to gather requirements, design, develop, configure, test, and implement the FMIS using ERPNext. Implementation should be aligned with the SEC. Project Management Methodology using an agile approach to ensure successful implementation.</p> <p>The Service Provider shall provide flexibility and scalability in terms of scaling up/down the size of the software development team as needed, depending on project demands. It shall perform and provide recruitment, training, and employee benefits to the IT professionals. It shall also ensure that the IT professionals are available to deliver their assigned task requirements and deadlines.</p>		
Requirements		
<p>Pre-Deployment</p> <ul style="list-style-type: none"> A. The Service Provider shall provide seven (7) IT professionals. B. The Service Provider must guarantee that it has done background investigation on all its personnel to be deployed to the SEC. The Service Provider shall bear the expenses to be incurred. The results of the service provider's background check must be provided to the SEC. The SEC, however, may additionally carry out random background checks on the personnel deployed by the Service Provider. Lack of proper conduct by the Service Provider background checks on its employees might justify the contract's cancellation. C. The IT professional candidates must go through an interview and/or a technical examination before being deployed, as deemed necessary by the SEC. The following are prerequisites for the screening: <ul style="list-style-type: none"> 1. Service Provider to submit a roster of outsourced personnel candidates; 2. For each candidate, a resume certified as true and correct by the Service Provider; and 3. A certified true copy of the candidate's (i) employment certificate or (ii) training certificate. If these are not readily available, the Service Provider may still endorse candidates for screening; provided, however, that the certified true copy of the accepted 		

<p>personnel’s employment and training certificates are submitted before the actual deployment.</p> <p>D. To ensure that the software development team are physically fit to work and to protect the SEC from possible health risks, all personnel for deployment to the SEC shall be required by the Service Provider to undergo medical examination, drug testing and be given a fit to work clearance prior to reporting for duty.</p> <p>E. The start of outsourced services shall be within thirty (30) working days from the effective date indicated in the NTP by the SEC. All outsourced personnel selected by SEC are required to report to ISDMD-ICTD within the said period. The Service Provider shall end the deployment of the concerned personnel after the lapse of the contract period, unless otherwise notified by the SEC to extend said deployment.</p> <p>F. Failure of the Service Provider to comply shall be subject to Liquidated Damages (LD) in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (2016 Revised IRR). The computation of liquidated damages shall be based on monthly rate of undeployed personnel and will start on the 31st day from the effective date indicated in the NTP.</p> <p>G. Processing and cost of identification cards and/or access cards shall be assumed by the Service provider.</p>	
<p>Implementation</p> <p>A Working Hours and Days</p> <p>The outsourced personnel shall render forty (40) hours of work per week, onsite or offsite, or as per arranged shifting/work schedule. Working hours/days may be adjusted as deemed necessary by the SEC.</p> <p>B Compliance to Rules and Regulations</p> <p>When onsite, outsourced personnel shall follow the rules and regulations of the Commission at all times such as, but not limited to, wearing of the prescribed office/corporate attire, office control and security measures, use of SEC equipment, facilities, and services and working hours, breaks and attendance.</p> <p>C Replacement Due to Resignation/Secession</p> <p>The Service Provider shall duly notify SEC of outsourced personnel resignation/secession and provide name/s of</p>	

candidates who are potential replacement/s within thirty (30) calendar days prior to the effectivity of personnel resignation/secession. Within this period, the concerned personnel shall be responsible for securing clearance from the SEC. SEC reserves the right to hold the payment associated with the concerned personnel until the said clearance has been secured.

The replacement shall report to work on the first day after the effectivity of personnel resignation/secession. Failure of the Service Provider to replace the resigned/seceded personnel shall be subject to LD in accordance with the provisions of the 2016 Revised IRR of R.A. 9184 and shall commence on the 1st day after the effectivity of the personnel resignation/secession.

D Replacement Due to Poor/Non-Performance and other Acts Detrimental to SEC

Outsourced personnel shall be subject to replacement should the SEC find any of the personnel undesirable, due to poor and/or non-performance, and/or commission of acts detrimental to the SEC. The Service Provider shall provide a replacement within thirty (30) calendar days upon receipt of a written request from the SEC. Failure to replace the personnel shall be subject to LD in accordance with the provisions of the IRR of R.A. 9184 effective on the 31st day from receipt of written request of SEC.

E Attendance Report

The Service Provider is required to provide a monthly report on the attendance and accomplishment of the outsourced personnel assigned to the SEC for monitoring purposes.

F Service Rendered Out of Regular Working Hours

For authorized services rendered over and above the eight (8) hours of regular working time or during holidays/rest days, the Service Provider shall charge overtime, premium, night differential, and holiday pay as the case may be in accordance with the applicable government rules and regulations and other laws of the Republic of the Philippines.

G Adjustment in Mandated Benefits

The Employee's rate per day shall be adjusted in case of issuance of any legally mandated wage increases, benefits, and other charges within the contract period.

General Terms and Conditions		
<p>A The Service Provider and its deployed personnel shall abide by SEC’s policies, rules, and regulations.</p> <p>B The Service Provider shall provide a dedicated representative or coordinator who shall be on-call at all times to address all concerns regarding the deployment of its personnel to SEC.</p> <p>C It is clearly understood and acknowledged that the persons hired by the Service Provider and assigned to the SEC are not SEC employees but rather employees of the Service Provider. Therefore, the Service Provider shall be solely responsible for compliance with all applicable labor laws, rules, and regulations.</p> <p>D The Service Provider hereby expresses its intent to maintain administrative control and supervision while allowing the SEC to issue direct orders to the personnel assigned during their term of service. This is not to be construed as a transfer of authority by the Service Provider from its position as the employer of its personnel assigned to the SEC.</p> <p>E The Service Provider shall be liable for losses and damages on the properties, facilities, and information assets of the SEC which may be caused through the negligence or fault of their personnel assigned to the SEC while in the performance of their official duties.</p> <p>F The Service Provider and its personnel shall hold and maintain confidential information that may come into their possession or knowledge in connection with the performance of the services. In addition, the personnel assigned must not engage in unauthorized access or use of IT resources that may compromise systems. For this purpose, personnel assigned shall be required to execute a Non-Disclosure Agreement (NDA).</p> <p>G The Service Provider shall provide the laptops to be used by the outsourced IT personnel.</p>		
Qualifications of the Outsourced Personnel		
1	<p>Project Manager</p> <ul style="list-style-type: none"> • With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs. • At least seven (7) years of experience in managing IT projects related to system development, implementation, and maintenance • With experience handling Government projects • Preferably with Project Management Professional (PMP) Certification, PRINCE2 Certification, Scrum Master certified, or other relevant 	

	<p>accredited certifications which show expertise in project management methodologies</p> <ul style="list-style-type: none"> • Experience in implementing/customizing ERPNext software 	
2	<p>Senior Systems Analyst or Sprint Master</p> <ul style="list-style-type: none"> • With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs. • At least four (4) years of experience in a technology position with a broad knowledge of network, and software configuration, security, and troubleshooting • At least four (4) years of experience with Scrum/Agile development methodologies • Should have experience in designing, implementing, and maintaining complex systems and should be familiar with different operating systems, such as Windows, Linux, or Unix • Should have at least ten (10) years of experience in implementing and transforming ERP Systems for complex business operations • Familiar with virtualization technologies, such as VMware, Hyper-V, or Xen, and cloud computing platforms, such as AWS or Azure, Frappe Cloud and/or Digital Ocean • Ability to diagnose and correct program and system failures or malfunctions efficiently and accurately • Well versed in automation solutions including scripting, policy creation, device management tools and other programming languages such as Python, Frappe, HTML/CSS, Node JS, React JS • Preferably with certifications on systems engineering or information systems from reputable organizations • Experience in implementing/customizing ERPNext software 	
3	<p>Lead Full Stack Engineer</p> <ul style="list-style-type: none"> • With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs. 	

	<ul style="list-style-type: none"> • At least four (4) years of hands- on experience using Python, Frappe, HTML/CSS, Node JS, React JS Programming Languages. • Good working knowledge and experience in UI/UX design softwares and processes, CRM systems, and native mobile app development (using IOS Objective C, Swift, and Java), mobile runtime security (Pen Test) • Knowledgeable and experienced in server management, API technologies, cloud technologies, databases, and agile methodologies • Knowledgeable and experienced on H5 web responsive application development, system architecture, technical design and delivery, and other programming languages • With DevOps toolchain experience (ADO, JIRA, Bitbucket, GitHub, Jenkins, Artifactory, Vx) • Experience in implementing/customizing ERPNext software 	
4	<p>Back End Developer</p> <ul style="list-style-type: none"> • With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs. • At least two (2) years of hands- on experience using Python, Frappe, HTML/CSS, Node JS, React JS, MariaDB SQL • Knowledge of other commonly used programming languages • Knowledgeable and experienced native mobile app development, mobile runtime security • Knowledgeable in databases, web servers, API technologies, cloud technologies, databases, and agile methodologies • Experience in implementing/customizing ERPNext software 	
5	<p>Front End Developer</p> <ul style="list-style-type: none"> • With a bachelor’s degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs. • At least two (2) years of experience working on various front-end web development technologies 	

	<p>and tools to create and maintain user-facing features of both mobile and web applications such as React, Angular, Vue.js, Bootstrap, Foundation, Materialize, or Semantic UI.</p> <ul style="list-style-type: none"> • With a background in developing and maintaining user-facing features of mobile and web applications using programming languages such as JavaScript, HTML, and CSS. • Exposure to these tools and technologies is a plus: <ul style="list-style-type: none"> ○ Web performance optimization: Google PageSpeed Insights or GTmetrix. ○ Browser developer tools: Chrome DevTools, Firefox Developer Tools, or Safari -Web Inspector. ○ Responsive design: Media queries, Flexbox, or CSS Grid. ○ Version control systems: Git • Experience in implementing/customizing ERPNext software 	
6	<p>Senior Quality Assurance Engineer</p> <ul style="list-style-type: none"> • With a bachelor's degree, preferably with a graduate degree in Management, Technology, Applied Mathematics, Applied Physics, Data Science, Engineering, Computer Science, Information Engineering/Systems/Technology, and other related programs. • Engineering or a Software developer in test experience, with technical leadership experience in a variety of environments (ETL, API, Databases,) • Hands on expertise in a variety of test automation frameworks/tools (e.g., Selenium, Robot Framework, TestNG, SOAPUI, Cucumber, Protractor, Jmeter, LoadRunner, Visual Studio Load Test Postman), and script development using scripting languages (e.g. Python, Bash, etc.) • Hands-on programming experience (e.g., Python, Java, SQL DB querying, particularly with MariaDB) and source code configuration tools (Git, Github, Gitlab) • Experience in DevOps operations, including CI/CD principles, deployment pipelines, test integration with Jenkins, processes and tools (ALM, JIRA, etc.) is a plus. • Hands on experience with defining Test strategy and test approach for projects in Agile and Non-agile projects 	

	<ul style="list-style-type: none"> • Preferably Lean Six Sigma professional or ISO certified or knowledgeable in quality management • Experience in implementing/customizing ERPNext software 	
7	<p>Database Engineer</p> <ul style="list-style-type: none"> • With a bachelor’s degree preferably with graduate degree related to Management, Business, Mathematics, Economics, Engineering, Computer Science, Information Systems /Technology, or other related programs • At least three (3) years of experience in Database Management and Engineering. • Should have strong technical skills and knowledge of various database concepts and tools. • Expert in managing DBMS, such as MariaDB, MySQL, Oracle, SQL Server, PostgreSQL, or MongoDB. • Familiarity with data warehousing, data integration, and ETL tools, such as Informatica, Talend, or SSIS. • Comfortable with SQL and scripting languages, such as Python, Perl, or PowerShell • Knowledge of cloud-related technologies is essential. • Have a good understanding of database security best practices, such as data encryption, access control, and audit logging, and compliance regulations. • Experience in implementing/customizing ERPNext software 	
<p>Please submit the curriculum vitae or resumes of the seven (7) IT professionals recommended for this job.</p> <p><i>Coordinate with the BAC Secretariat for the prescribed format</i></p>		
<p>The following are the envisioned requirements to be developed/customized:</p> <ul style="list-style-type: none"> • A system administration module to maintain the following: <ul style="list-style-type: none"> ○ Chart of Accounts ○ Payee/Creditors ○ Particulars ○ Responsibility Center ○ System Users ○ Group Manager ○ Audit Trail 		

<ul style="list-style-type: none"> • A module for system administration that will allow SEC to manage system components and data to: <ul style="list-style-type: none"> ○ Allow for backend application intervention ○ Allow for backend database intervention ○ Allow for Create, Read, Update, and Delete (CRUD) data and entity functions. ○ Define user access or permissions per modules, reports, etc. ○ Reset and unlock user access ○ View and verify audit trails and system logs • A module for budget management that shall support in recording the approved budget including support for changes to the approved budget during the budget execution. • A module for payment management that will allow the FMD to perform the following <ul style="list-style-type: none"> ○ recording the details of contracts/POs signed including related payment schedules ○ recording and processing the invoices from suppliers/contractors for goods/works/services rendered and in releasing applicable payments to such suppliers/contractors ○ recording and processing of payments for employee payroll, benefits and corresponding remittances ○ update the payment transactions in a system with fund transfer confirmation details received from banks • A module for receipt management to support the monitoring of collection, on a day-to-day basis, through automated receipt of data from the bank and the balances in the bank statements/accounts. • A report module to design, generate, view and download different reports such as but not limited to the following: <ul style="list-style-type: none"> ○ Registry of Budget, Utilization, and Disbursements Personnel Services (RBUD-PS) ○ Registry of Budget, Utilization and Disbursements Maintenance and Other Operating Expense (RBUD-MOOE) ○ Registry of Budget, Utilization, and Disbursements Capital Outlay (RBUD-CO) ○ Budget and Financial Accountability Reports ○ Allotments and Notice of Cash Allocation ○ Appropriations and Allotment ○ Index of Payments ○ Report of Checks Issued 	
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- Report of e-Payment thru WEACCESS
- Report of Cancelled/Stale Checks
- Report of Unreleased Checks
- Report of Checks and Advices To Debit Account Disbursements Record (CkADADRec)
- Report of Withholding Taxes
- Consolidation of Financial Statements
- Financial Statements
 - Statement of Financial Position- by Fund Cluster and All Funds
 - Statement of Financial Performance- by Fund Cluster and All Funds
 - Statement of Changes in Net Assets/Equity- by Fund Cluster and All Funds
 - Statement of Cash Flows- by Fund Cluster and All Funds
 - Statement of Comparison of Budget and Actual Amounts- by Fund Cluster and All Funds
- Cash in Bank Reconciliation Statements
- Quarterly Reports of Revenues and Other Receipts
- Monthly Reports of Receipts and Disbursements per Responsibility Centers (i.e., for HO and Extension Offices)
- Generate Depreciation Schedule
- Generate Amortization Schedule
- Generate Prepayment Schedule
- Journals
 - Cash Receipts Journal
 - Cash Disbursements Journal
 - General Journal
- General Ledgers
 - Subsidiary Ledgers of All Real / Balance Sheet Accounts
 - Subsidiary Ledgers of Cash Treasury Accounts
 - Subsidiary Ledgers of Repairs and Maintenance Accounts
- Trial Balances
 - Pre-closing and Post-closing Trial Balances by Fund Cluster
 - Pre-closing and Post-closing Trial Balances by All Funds

<ul style="list-style-type: none"> <ul style="list-style-type: none"> ▪ Consolidated Pre-closing and Post-closing Trial Balances <ul style="list-style-type: none"> ○ Summary of Income and Expenses ○ Repair History of Property, Plant and Equipment ○ Schedules of Accounts- Accountable Forms Inventory ○ Schedules of Accounts- Office Supplies and Medical Supplies Inventory ○ Stocks Availability ○ Due for Reorder ○ Schedule of Receivable Accounts ○ Ageing Reports of Accounts Receivables ○ Schedule of Payable Accounts ○ Ageing Reports of Accounts Payables ○ Schedule of Cash Advances ○ Registry of Accounts Written-Off ○ Intangible Item Schedule ○ PPE Schedule ○ Construction in Progress Schedule ○ Amortization Schedule of Prepayments ○ Schedule of Subsidiary Ledger Balance ○ Recorded Supporting Documents ○ List of Journal Entries Voucher No. • A module to allow system users to submit, view, process, and approve budget utilization requests, disbursement vouchers, and payments either through check or fund transfer via Land Bank of the Philippines. • A system that allows for uploading of supporting documents if needed on the transaction • A system that allows for automatic journal entries but simultaneously has a module that allows for adjustment of journal entries. • Allows automatic email notifications to be sent to users. • A dashboard to allow users to view pending, ongoing, and completed transactions. • An executive dashboard that allows viewing of a summary of resources for both income and expense that can be drilled down 	
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<ul style="list-style-type: none"> • Integration with existing Identity and Access Management System, and Cashiering System • A backend tool for querying and issuing reports of submitted entries with: <ul style="list-style-type: none"> ○ A web-based interface ○ A RESTFul Web API 	
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

AUTHORIZED REPRESENTATIVE

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

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.

Note: For editable copies of the documents below, you may download the files from the following link: <https://www.sec.gov.ph/procurement/prescribed-templates/#gsc.tab=0>

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.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

