



**DEPARTMENT OF FOREIGN AFFAIRS
BIDS AND AWARDS COMMITTEE**

**Name of the Project:
PROCUREMENT OF GOODS AND GENERAL SERVICES FOR THE UPGRADING
OF THE DEPARTMENT'S HRIS-PBMIS INTO A CUSTOMIZED CLOUD-BASED
SOFTWARE AS A SERVICE HUMAN CAPITAL MANAGEMENT AND PAYROLL
SYSTEM**

Approved Budget for the Contract:
Thirty-Five Million Pesos
(PhP 35,000,000.00)

PB-GS-08-2023

**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.



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

Invitation to Bid for the Procurement of
**Goods and General Services for the Upgrading of the Department's
HRIS-PBMIS into a Customized Cloud-based Software as a Service Human
Capital Management and Payroll System**

1. The Department of Foreign Affairs, through the 2022 Continuing Appropriations for Consultancy Services intends to apply the sum of **Thirty-Five Million Pesos (PhP 35,000,000.00)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Goods and General Services for the Upgrading of the Department's HRIS-PBMIS into a Customized Cloud-based Software as a Service Human Capital Management and Payroll System**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The Department of Foreign Affairs now invites bids for the "**Procurement of Goods and General Services for the Upgrading of the Department's HRIS-PBMIS into a Customized Cloud-based Software as a Service Human Capital Management and Payroll System**", described as follows:

Lot No.	Project Specification	Approved Budget for the Contract (PhP)	Non-refundable Bid Fee (PhP)
1	Procurement of Goods and General Services for the Upgrading of the Department's HRIS-PBMIS into a Customized Cloud-based Software as a Service Human Capital Management and Payroll System	PHP 35,000,000.00	PHP 25,000.00

3. The Department of Foreign Affairs now invites bids for the above Procurement Project. Delivery of the Goods is stated on the Technical Specifications. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. 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.
5. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

6. Prospective Bidders may obtain further information from the Department of Foreign Affairs and inspect the Bidding Documents at 2330 Roxas Boulevard, Pasay City, 1300 during office hours or from 8:00 a.m. to 5:00 p.m.
7. A complete set of Bidding Documents may be acquired by interested Bidders on 29 March 2023, from the BAC Secretariat and at <https://dfa.gov.ph/transparency-dfa/procurements>.
8. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
9. The DFA-BAC has scheduled the following activities for the said Project:

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
05 April 2023, Wednesday, 2:30 P.M.	19 April 2023, Wednesday, 12:00 P.M.	19 April 2023, Wednesday, 1:30 P.M.	24 April 2023, Monday, 1:30 P.M.
Venue: Bids and Awards Committee (BAC) Conference Room, 12th Floor, DFA Main Building, Roxas Boulevard, Pasay City and Online Video Conference			

10. The DFA-BAC will hold a Pre-Bid Conference on the above-stated date, which shall be open to all interested bidders.
11. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through physical submission, facsimile, or email submissions.
12. Bids must be duly received by the BAC Secretariat through at the address below on or before 19 April 2023, Wednesday, 12:00 P.M. Late bids shall not be accepted.
13. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
14. Bid opening shall be on 19 April 2023, Wednesday, 1:30 P.M. at the given address below and/or via BAC Video Conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity through online video conference. Late bids shall not be accepted.
15. The Department of Foreign Affairs 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.

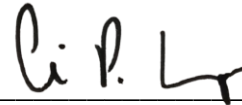
16. For further information, please refer to:

DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building,
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 834-3041 or 834-4823; Fax no. 831-9584
Email address: bac.secretariat@dfa.gov.ph

17. You may visit the following websites:

For downloading of Bidding Documents: <https://dfa.gov.ph/transparency-dfa/procurements>.

28 March 2023, Pasay City



CHARLIE P. MANANGAN
Assistant Secretary and BAC Chairperson

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 Procuring Entity, Department of Foreign Affairs, wishes to receive Bids for the **Procurement of Goods and General Services for the Upgrading of the Department's HRIS-PBMIS into a Customized Cloud-based Software as a Service Human Capital Management and Payroll System** with identification number PB-GS-08-2023.

The Procurement Project (referred to herein as "Project") is one 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 the *2022 Continuing Appropriations* in the amount of *Thirty-Five Million Pesos (PhP 35,000,000.00)*.

2.2. The source of funding is HRMO's FY 2022 Continuing Appropriations-Consultancy Services.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address on 05 April 2023, Wednesday, 2:30 P.M. through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**. Kindly email the BAC Secretariat at bac.secretariat@dfa.gov.ph for the link of the videoconference.

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 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:

- a. 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**.

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.

- 14.2. The Bid and bid security shall be valid until 17 August 2023. 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. Kindly email the BAC Secretariat at bac.secretariat@dfa.gov.ph for the link of the videoconference.

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 follows:

Option 1 – 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	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">a. completed within 5 years prior to the deadline for the submission and receipt of bids.</p> <p style="padding-left: 40px;">For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP 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> <p style="padding-left: 40px;">a. The amount of not less Php 700,000.00 only, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="padding-left: 40px;">b. The amount of not less than PhP 1,750,000.00 only if bid security is in Surety Bond.</p>
15	<i>Bidders shall submit One (1) Original and Two (2) copies of their Bids</i>
19.3	<i>Only one lot</i>
20.2	The Bidder shall submit the required licenses and permits as stated in the Technical Specifications.
21.2	The DFA-BAC reserves the right to require additional contract documents relevant to the Project.

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 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 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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.” <i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” 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 <i>[indicate name(s)]</i>.</p> <p>Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p>Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2

FEES AND TERMS OF PAYMENT

1. For and in consideration of the subscription and services rendered by the Solutions Provider, to the satisfaction of the DFA, the latter shall pay 100% of the contract price to cover the following:

Tranche No.	Deliverables	Payment
1	Finalized Project Plan Provide project management documents including all tasks, activities, milestones and deliverables required to be performed or produced for the DFA; to deliver the project plan once finished and constructed; to document dependencies between tasks, milestones and deliverables; to highlight the sequence and duration of those tasks (some of which run concurrently) so that the overall duration of the project is established.	35%
2	Completion of the System	25%

	<p>Demonstration Workshop delivering the modern best matrix, integration strategy, solution architecture, and at least 50% of the system demonstration workshop.</p> <p>Completion of the Solution design Phase has been done fully delivering the System Demonstration Workshop and the Solution Design Document.</p>	
3	<p>Completion of the key user training has been accomplished through the system integration test result and key user training completion.</p>	20%
4	<p>Completion of the Production Configuration has been finalized with the User Acceptance Result and the Production Configuration Document.</p> <p>Completion of Hypercare and the System has been handed over.</p>	20%

1. A total of 100% of the contract price shall be paid from the submission of all required deliverables, equipment, trainings, and after all user acceptance tests have been passed, officially marking the system's commissioning.
2. The Solutions Provider shall submit the sales invoice and complete supporting documents with the delivery of the commissioned Customized Cloud-based SaaS HCM and PS Service. The list of documentary requirements needed for payment will be provided by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) upon signing the contract.
3. The Solutions Provider shall be paid within thirty (30) working days upon the submission of the billing invoice, or its equivalent complete with supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through the List of Due and Demandable Accounts Payable (LDDAP).
4. All payments shall be inclusive of Value Added Tax (VAT) and other lawful charges.

4	The inspections and tests that will be conducted are: <i>inspection of goods upon deliver as specified in the Terms of Reference.</i>
5	From the date of acceptance by the DFA until the conclusion of the contract, the Solutions Provider shall, whenever appropriately informed of possible bugs, issues and technical concerns affecting the Cloud-based SaaS HCM and PS, promptly act to fix the problem at no expense to the Department.

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.

TERMS OF REFERENCE

Procurement of Goods and General Services for the Upgrading of the Department's HRIS-PBMIS into a Customized Cloud-based Software as a Service Human Capital Management and Payroll System

I.	<p style="text-align: center;">BACKGROUND</p> <p>The Department of Foreign Affairs intends to procure goods and general services for the upgrading of the Department's HRIS-PBMIS into a Customized Cloud-based Software as a Service (SaaS) Human Capital Management (HCM) and Payroll System (PS) to eliminate the disjointed, manual, and predominantly paper-based system of keeping employee records, computing for salaries, benefits and emoluments, including the use and distribution of office supplies and accountable Government Properties.</p> <p>This procurement is in accordance with the Department's Organizational Development goals, particularly Action Plan 1.4.1 of the Department's Strategic Plan 2023-2028 which states that: "the Department will engage the services of a new service provider to install and implement by 2023 a more responsive, relevant, and Artificial Intelligence-enable and customized Cloud-based Software as a Service (SaaS) Human Capital Management (HCM) that is fully synchronized and integrated with the Payroll System and Benefits Management System (PS) in order to comply with the Ease of Doing Business Act and improve services."</p> <p>The current HRIS is performing critically below optimal standards and is in need of urgent replacement given the expired contract/warranty with the present provider, as well as occurrences such as system component failure, limited storage, and inaccessibility of HRIS to Consular Offices and Foreign Service Post, among others.</p> <p>The procurement will be able to address the gaps in the current Human Resources Information System and Payroll and Benefits Management Information System by improving the self-service functions of the platform through the provision of features that are relevant to personnel while lessening human intervention in the process and provide a sophisticated level of cybersecurity against digital threats and attacks to the database and its information; as well as 24x7 Technical Support Services with a two-hour turn-around time.</p> <p>The features of the Customized Cloud-based SaaS HCM and PS are compliant with government and Department-mandated forms and processes, as well as the Department's Digital Transformation, Program to Institutionalize Meritocracy and Excellence in Human Resource Management (PRIME-HRM), and Competency-based Human Resources Management (Department Order No. 2021-006) requirements.</p> <p>The Customized Cloud-based SaaS HCM and PS will help the Department comply with the Ease of Doing Business Act and improve its services based on its Citizen's Charter. Moreover, this will facilitate the integration of the DFA's</p>
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	Human Resource & Payroll Management Systems into an almost seamless entity that will benefit all DFA personnel in the Home Office, Consular Offices, and Foreign Service Posts.
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II.	OBJECTIVES
	<p>The Department intends to procure goods and general services for the upgrading of the Department’s HRIS-PBMIS into a Customized Cloud-based Software as a Service Human Capital Management and Payroll System which is integration-capable and scalable in order to:</p> <ol style="list-style-type: none"> 1. Keep an electronic database of employee information and related personnel records for its Human Resource Management Office; 2. Enable the management of employee lifecycle from recruitment to retirement/separation; 3. Automate the computation of salaries, employee benefits, loans, mandatory deductions and other financial disbursements of its Office of Financial Management Services; 4. Transform the focus of the HRMO from HR administration to strategic workforce management and enablement; 5. Provide access to personalized self-services on the solution platform for employees and managers from their local and international offices, laptops or mobile devices; and 6. Enhance the competencies of the HRM office according to the PRIME-HRM framework.

III.	SCOPE OF WORK	Statement of Compliance
	<ol style="list-style-type: none"> 1. The Solutions Provider shall develop, deliver, and implement a customized Cloud-based SaaS HCM and PS solution. The customized Cloud-based SaaS HCM and PS solution shall cover all items stipulated in these Terms of Reference, including software subscription, application design and implementation, integration, data migration, testing, change management, and other related project components. 	
	<ol style="list-style-type: none"> 2. The Customized Cloud-based SaaS HCM and PS solution shall include the following: 	
	<ol style="list-style-type: none"> a. Management of job vacancies and aspiring candidates for (i) <i>non-plantilla</i> items such as casual and contractual employment, (ii) contract of service engagement, (iii) regular <i>plantilla</i> items of Foreign Service Staff Employees and Foreign Service Staff Officers, and (iv) home-based 	

	personnel;	
	b. Management of <i>plantilla</i> positions: personnel augmentation, rotation, and assignments in the Home Office, Consular Offices, Satellite Offices, and Foreign Service Posts;	
	c. Management of <i>non plantilla</i> positions such as casual, contractual, and contract of service: personnel augmentation and assignments in the Home Office, Consular Offices, and Satellite Offices, and rotation as it applies to casual and contractual personnel only;	
	d. Time and attendance monitoring and tracking, with due consideration to differences in work schedule and/or shifts;	
	e. Employee performance monitoring pursuant to the Civil Service Commission (CSC)-prescribed Strategic Performance Management System;	
	f. Management of various types of work leave (e.g. sick leave, vacation leave, maternity leave, paternity leave, scholarship leave, forced leave, long-term leave) and accumulated leave credits;	
	g. Records management of qualifications, skills, trainings, achievements, performance, and promotions;	
	h. Management of employee information, record of dependents, compensation, and benefits (i.e. insurance, healthcare coverage, and other deductibles and/or contributions);	
	i. Management of active and inactive personnel (e.g. death, resignation, retirement);	
	j. Management of disciplinary actions, suspensions, and/or termination;	
	k. Generation of various reports, statistics, and analytics (e.g. demographics, directories);	
	l. Generation of clearance certifications, employment history, service records, SALN reports, performance evaluation form, personal data sheet, and personnel information sheet;	

	<p>m. Prepare the payroll of personnel based on their updated employee information, mandatory deductions (GSIS, PhilHealth, PAG-IBIG, employees' compensation contributions), employee benefits (e.g. overtime pay, cash gifts, performance-based bonuses, performance enhancement incentive, night shift differential, service recognition incentive, personnel economic relief allowance, clothing allowance, mid-year/year-end bonus, life and retirement insurance contributions), and income taxes. The system shall allow formulas for the accrual of the payroll components, including cut-off dates, to provide the basis for the payroll preparation.</p>	
	<p>n. Prepare the initial claims of personnel upon submission of required documents in the system.</p>	
	<p>o. Prepare mandatory emoluments of personnel such as, but not limited to, home adjustment allowance, personal economic relief allowance (PERA), representation allowance, transportation allowance, and CNA incentive, upon satisfaction of statutory requirements per emolument.</p>	
	<p>p. Notify personnel of missing documents or requirements required for the preparation of their payroll and other mandatory emoluments.</p>	
	<p>q. Generate payslips that can be accessed by the personnel through the system.</p>	
	<p>r. Generate the following payroll reports at the minimum: initial claim, payroll certification, PhilHealth certification, GSIS certification, PAG-IBIG certification, payroll text files, BIR form 2316 (or BIR form 2307, whichever is applicable) for regular, contractual, casual and contract of service personnel, and indexing of compensation.</p>	
	<p>s. Provide access to all HCM functionalities via mobile devices for approvals and self-services access for managers and employees, e.g. leave application, official business application, and generation of PIS.</p>	
	<p>t. Provide (i) enhanced end-user experience with an easy to use user interface; and (ii) functionality to personalize the employee-specific HR requirements.</p>	

	u. Provide a module within the HCM for communication between HRMO and employees	
	3. The contractor shall provide deployment, training, and management services of the customized Cloud-based SaaS HCM and PS solution based on the following:	
	<p>a. Deployment</p> <ul style="list-style-type: none"> i. Pre-planning (data gathering and process validation) ii. Technical assessment, design and architecture, project management and governance, and production release management iii. Implementation and configuration iv. 30-day post-production service delivery hypercare to resolve any and all issues reported in relation to the services delivered v. Migration/importation of user data to the new Customized Cloud-based SaaS HCM and PS solution. vi. Assistance in data cleansing, extraction, and migration from existing servers, vii. System roll-out 	
	<p>b. Training</p> <ul style="list-style-type: none"> i. Onsite training for the Systems Administrator ii. Virtual training for the following: <ul style="list-style-type: none"> 1. End-user training 2. IT Support training iii. 24x7 help-desk support for 12 months <ul style="list-style-type: none"> 1. 24x7 technical support based on Service Level Agreement to be agreed by both parties 2. Technical Support Services with multiple levels of escalation, issue reporting, and documentation 3. Remote technical support through phone or email 4. Usage of an online ticketing system for issue or concern reporting 5. At least one (1) hour acknowledgment of Severity 1 support requests iv. Administrator training requirements 	

	<ol style="list-style-type: none"> 1. 2x 8-hour platform training session/s for system administrators across the organization 2. Passed the post-training exam 3. Certificate of completion signed by a certified Solutions Engineer after complying with items 1 and 2. 	
	<p>c. Managed services</p> <ol style="list-style-type: none"> i. at least 99.7% service uptime commitment at the Application Level for the customized Cloud-based SaaS HCM and at least 99.5% for the Payroll System. ii. Cloud operations monitoring and logging iii. Post-production request fulfillment iv. Incident management and resolution assurance v. Update and change management support vi. Service management platform vii. Monthly cloud operations review viii. Customer Success Manager assigned for DFA 	

IV.	TECHNICAL SPECIFICATIONS	Statement of Compliance
	1. The Solutions Provider shall provide a Software as a Service (SaaS)-based information system solution developed to address HR concerns while following agency policies and existing government rules and regulations. The platform should be capable of allowing configurations and extensions to address DFA specific, mandatory requirements without code changes at the application level.	
	2. The Customized Cloud-based SaaS HCM and PS shall adhere to the following criteria:	
	a. HOSTING AND DEPLOYMENT – Customized Cloud-based SaaS HCM and PS shall be deployed and hosted on the cloud; pursuant to the Department of Information and Communications Technology (DICT) Cloud First Policy, and accessible by any internet-enabled device of authorized users through a web browser.	
	b. SECURITY – The Solutions Provider shall implement the necessary enterprise-class security measures to ensure that only authorized users from the DFA have access to	

	the system.	
	<p>c. REDUNDANCY – The Solutions Provider must run the Customized Cloud-based SaaS HCM and PS on a redundant infrastructure to guarantee the high availability of the services delivered to the end-users. The redundant configuration shall separate repositories for data and application, with synchronized back-up to ensure continuous uptime of the service and guard against hardware failures and/or data corruption. The SaaS solution shall have an availability of 99.7% or more for Customized Cloud-based SaaS HCM 99.5% for the Payroll System.</p> <p>The SaaS solution shall provide disaster recovery with the Recovery Point Objective (RPO) of 1 hour and Recovery Time Objective (RTO) of 12 hours.</p> <p>Disaster Recovery (DR) failover testing shall be conducted at least annually. DR tabletop testing shall be conducted at least quarterly.</p>	
	<p>d. ACCESS AND ENCRYPTION – Access to the Customized Cloud-based SaaS HCM and PS through a suitable web browser or application shall be through a secure protocol using an appropriate digitally signed and valid security certificate to enable encryption of traffic from the browser to the server. The Customized Cloud-based SaaS HCM and PS shall be accessible using web browsers for Windows, Mac, Linux, and Mobile devices.</p>	
	<p>e. DATA BACK-UP – The Customized Cloud-based SaaS HCM and PS system’s complete data, including all employee records and related files and database transactions, shall be included in automatic back-ups and database data replication scheduled to protect and save records while the system continues to be in use.</p> <p>Backups shall be made available and provided by the Cloud Vendor.</p> <p>Backups shall be encrypted with AES256 encryption; an advanced encryption standard required for “Top Secret” information.</p>	
	<p>f. MODULAR ARCHITECTURE – The system’s features and capabilities can be expanded through activation/deactivation of various modules that</p>	

	<p>compartmentalize functions into categories for ease of use and system development.</p>	
	<p>g. EXPORT and IMPORT of DATA – The system shall support exporting of all database fields and records to a non-proprietary, license-free, universal format to allow data to be exchanged between varying database systems and architectures. The system shall also support importing of records from an external source, in order to assimilate bulk data when populating certain tables and databases of the Customized Cloud-based SaaS HCM and PS.</p>	
	<p>h. INTEROPERABILITY – The Customized Cloud-based SaaS HCM and PS must be able to exchange information and other transactional operations with other information systems of the DFA such as the Global Document Management System, OAMSS-ICTD E-services, Property Inventory and Management System, and other systems (e.g. biometrics attendance-monitoring machine) that may be developed and implemented in the future.</p> <p>The technologies used for the Customized Cloud-based SaaS HCM and PS must allow for integration guaranteeing interoperability between two or more distinct information systems through an appropriate Application Programming Interface (API) or Software Development Kit (SDK).</p> <p>The solution shall provide Atom Feeds to allow DFA to efficiently monitor the solution for changes, such as new hires, terminations, etc</p>	
	<p>i. AUDIT TRAIL – The Customized Cloud-based SaaS HCM and PS shall have a record of all log-in, access, transactions, insertions and modifications related to personnel files, corresponding databases, and all system activities as an audit trail for transparency and accountability.</p>	
	<p>j. ARTIFICIAL INTELLIGENCE (AI) INTEGRATION – The Customized Cloud-based SaaS HCM and PS shall have Artificial Intelligence (AI) Integration to further boost the efficiency of HR transactions and processes such as:</p> <ul style="list-style-type: none"> i. Employee Self-Service <ul style="list-style-type: none"> 1. Provides FAQs, guidance on processes, automated HR service requests 2. Provision to view compensation details and salary revision history 	

	<ul style="list-style-type: none"> 3. Provision to view/download pay-slips 4. Provision of Training Assessment for the Personnel ii. HR Administration <ul style="list-style-type: none"> 1. Data filtering such as; personnel gender, competencies, previous and current records, offices, designations, positions, trainings taken, and other personnel employment data iii. Error Detection <ul style="list-style-type: none"> 1. Reports Inconsistencies 	
	<p>3. The Customized Cloud-based SaaS HCM and PS shall satisfy the following security and compliance requirements:</p>	
	<ul style="list-style-type: none"> a. Proof of Regulatory and Compliance requirements: <ul style="list-style-type: none"> i. The solution's ISMS (Information Security Management System) shall be ISO27001:2013 certified, in alignment with the control set in ISO/IEC 27017:2015 (ISO 27017) and ISO/IEC 27018:2019 (ISO 27018) ii. The solution shall be CSA STAR Level 2 certified iii. Service Organization Control (SOC) 1, 2, 3. The SOC 1, 2, 3 audit reports shall be Type 2. iv. Provide original and/or CTC copies upon system provisioning. 	
	<ul style="list-style-type: none"> b. Encryption requirements: <ul style="list-style-type: none"> i. Encrypt data at rest using AES128 or AES256 ii. Encryption at the storage device layer iii. Encryption at the backup level. Backups shall be encrypted with AES256 iv. Data in transit between user and cloud shall use TLS 1.2 or better, with at least 128 bit encryption. v. The SaaS solution shall support, optionally, a Site-to-Site VPN or a dedicated connection. 	
	<ul style="list-style-type: none"> c. Access Controls: <ul style="list-style-type: none"> i. Identity provisioning and user management ii. Identity access management policies and role-based access management iii. Identity-based server access & authentication capable iv. Solution shall support SSO with DFA's LDAP server via SAML 2.0 integration 	

	<ul style="list-style-type: none"> d. Operational security <ul style="list-style-type: none"> i. Vulnerability management ii. Malware prevention iii. Threat Detection and Response iv. Monitoring - Cloud system logs and security logs shall be retained for at least 1 year v. Incident management 	
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V.	SOLUTIONS PROVIDER’S QUALIFICATIONS	Statement of Compliance
	The winning Solutions Provider shall conform to the following qualifications and provide sufficient proof as follows:	
	1. The company shall be duly registered with the Securities and Exchange Commission (SEC) for at least ten (10) years.	
	2. The company shall have a local office in the Philippines, and must employ at least twenty-five (25) individuals.	
	3. The company shall be in the ICT business specializing in applications development, business solutions integration, and information systems development, employing at least four (4) Solution Engineers and/or Sales Specialists. Bidder shall provide a Business Portfolio of the Company with Listed Specializations, including the Certifications of the specialists.	
	4. The Solutions Provider shall have an experience in providing services, in any capacity, to a Philippine organization, private or public, local or national, and be able to present at least one certificate attesting to the satisfactory implementation of a similar platform as part of the contractor’s deliverables to the DFA.	
	5. The HCM solution of the vendor/contractor should be in the ‘leaders’ quadrant of the Gartner Magic Quadrant for Cloud HCM Suites for 1,000+ Employee Enterprises.	
	6. The Solutions Provider should be operating on a Hyperscale Cloud with at least 15 Data Centers Infrastructures scattered worldwide. The list of data centers with brief description of each data centers shall	

be submitted.

With the following physical security parameters in place:

- a. 24x7 On-site security
- b. CCTV Monitoring
- c. Fire detection, suppression
- d. Access Area Authorization
- e. Biometric Scanning
- f. Isolated Lock Cages with MFA

With the following cyber-security practices/policies in place:

- a. Database encryption of data-at-rest (DARE).
- b. Data segregation to avoid commingling of customer data.
- c. IP Whitelisting to allow connections from only authorized IP addresses.
- d. Location Based Access Control (LBAC) to limit role-based access based on IP Addresses.
- e. TLS encryption of at least 128 bits for data in transit
- f. Option of built-in user authentication, or SSO integration with DFA's LDAP via SAML 2.0.
- g. Role based access control (RBAC)
- h. Regular audits by independent third party auditors
- i. Regular vulnerability assessments and penetration testing by independent third parties.
- j. Multi-tier firewalls to block unauthorized traffic.
- k. Intrusion detection systems (IDS)
- l. A Security Information and Event Management(SIEM) to analyze the Cloud environment for threats
- m. Cloud system/security logs to be retained for at least 1 year.
- n. 24x7 security monitoring of the Cloud environment
- o. DDOS mitigation
- p. Application, DB and infrastructure vulnerability scanning
- q. Malware scanning of Cloud environment
- r. Secure software methodology which focuses on security by design and addresses vulnerabilities like the OWASP Top 10.
- s. Cloud Operations Segregation of Duties
- t. Scrambling/Masking of PII in the test environments to prevent personal information from being seen by test users. Masked data prevents test data, which may have been cloned from production, from being linked to real persons.

	<ul style="list-style-type: none"> u. Backups encrypted with AES256 v. Provide DFA with the ability to approve/reject and time-bound all Cloud Vendor access to DFA's Cloud environment w. Provide DFA with key management of database encryption keys. x. Provide DFA with reports of breach and the measures taken to mitigate any possible adverse effects and measures taken to prevent recurrence y. Site to Site VPN for a secure IPSec tunnel from DFA's data center to the Cloud environment. 	
	<p>7. Proof of Certification</p> <ul style="list-style-type: none"> a. Health Insurance Portability and Accountability Act (HIPAA) b. ISO (International Organization for Standardization) <ul style="list-style-type: none"> i. ISO 27001 ii. ISO 27017 iii. ISO 27018 c. SOC (Service Organization Controls) <ul style="list-style-type: none"> i. SOC1 Type II ii. SOC2 Type II d. Provide original and/or CTC copies upon system provisioning. 	

VI.	SOLUTIONS PROVIDER'S OBLIGATIONS	Statement of Compliance
	The Solutions Provider shall:	
	<p>1. Provide a configurable and extendable , integration-capable, and scalable application solution, supported by the necessary hardware infrastructure. No recurring fees shall occur for the Department of Foreign affairs for custom built parts of the solution or integrations, in addition to the Software Subscription costs, after commissioning and acceptance of the Customized Cloud-based SaaS HCM and PS. The Solution provider is expected to deliver a 12 months subscription of SaaS licenses for 3,500 employees.</p>	
	<p>2. Conduct a complete and thorough review of the existing processes in the end-user offices of the DFA to get an</p>	

	<p>accurate picture of the current tasks and procedures, work schedules, routine processes, and exceptional cases and how each is handled and resolved.</p>	
	<p>3. Provide a project implementation strategy and schedule, showing key periods, milestones, targets, and expected outputs for every phase of the system implementation which shall include the following:</p> <ul style="list-style-type: none"> a. Client Consultation/Scoping/Process Review b. Application Design and Implementation c. Testing and Debugging d. End-User Training and Knowledge Transfer e. Functional and User Acceptance Test 	
	<p>4. Liaise and coordinate with the End User Project Team throughout the SaaS application implementation period.</p>	
	<p>5. Implement a working, fully operational, customized Cloud-based SaaS HCM and PS solution for the DFA Human Resources Management Office, Office of Financial Management Services, and Office of Asset Management and Support Services fulfilling the features and requirements set by the DFA within the agreed timeframe.</p>	
	<p>6. Provision of the necessary hardware including disaster recovery environment, relevant peripheral equipment, with complete licenses for the entire system, as necessary, via SaaS subscription, in order for the Customized Cloud-based SaaS HCM and PS solution to be fully functional.</p>	
	<p>7. Provide access to the stage and production environment of the Customized Cloud-based SaaS HCM and PS solution. Secure continued access to manage users, assign policies, roles and manage HCM and PS access profiles.</p>	
	<p>8. Submit complete documentation configurations and integrations. Provide access to a detailed documentation of the Customized Cloud-based SaaS HCM and PS platform including but not limited to using the application, administration, security, configuration, implementation, integration, building extensions, system tables and views</p>	

	9. Document and turn over all administrator/root passwords and other account credentials for complete and unencumbered access to the system, its services, and related databases.	
	10. Provide complete reference materials to properly use the system, including training manuals, brochures, quick guides, etc. for the use of end-users and administrators.	
	11. Complete end-user and in-depth system administrators' training. All costs attendant to the knowledge transfer and training shall be borne by the Solutions Provider.	
	12. Provide the necessary Application Programming Interface (API) or Integration Middleware to enable the system to interface with other ICT solutions using PHP, Visual Basic, C++, and other common, high-level programming languages.	
	13. Provide a designated personnel that will be situated in the DFA premise for onsite technical support at least twice a month during the User Acceptance Testing Phase and go live.	
	14. Support the system post-deployment hyper care support within the period specified of 30 days.	

VII.	OWNERSHIP AND CONFIDENTIALITY OF DATA	
	1. All information related to the implementation of the information system, including sample/test data that may be shared by the Department of Foreign Affairs in the course of evaluating the various modules, functions, and features of the customized solution, shall remain confidential and shall not be copied, divulged, transmitted, or shared in any way to third parties.	
	2. All records of Department personnel, his/her dependents, work assignments, performance appraisals, and other HR-	

	related information entered into and recorded by the system shall be owned by the Department of Foreign Affairs.	
	3. All required software/technology licenses subscribed for the system solution shall be named under the Department of Foreign Affairs.	
	4. The Solutions Provider shall ensure that such information shall be treated with confidentiality through a non-disclosure agreement.	
	5. Any exportation or importation of data, with reference to Clause IV(2)(g), must be in accordance with the prior written authority of the Department of Foreign Affairs.	

VIII.	INTELLECTUAL PROPERTY RIGHTS	
	At the end of the service period and in case the Department of Foreign Affairs decides not to renew the Software as a Service contract, the vendor must ensure all content is made available for retrieval by the vendor to DFA. At the end of the retrieval period, all copies of DFA content and data in the possession of the Solutions Provider shall be turned over to the DFA and deleted in the Solutions Provider's database and records.	

IX.	WARRANTY	
	From the date of acceptance by the DFA until the conclusion of the contract, the Solutions Provider shall, whenever appropriately informed of possible bugs, issues and technical concerns affecting the Customized Cloud-based SaaS HCM and PS, promptly act to fix the problem at no expense to the Department.	

X.	PROJECT DURATION	
	The operational Customized Cloud-based SaaS Human Capital Management (HCM) and Payroll System (PS) complete with all servers, peripherals, required modules, features, and functions, shall be delivered and turned over to the DFA within eight (8) months from the date of the issuance of the Notice to Proceed.	
	1. First month upon receipt of the Notice to Proceed (NTP)	

	<p>Finalized Project Plan Project management documents including all tasks, activities, milestones and deliverables required to be performed or produced for the DFA to deliver the project is finished and constructed in such a way to document dependencies between tasks, milestones and deliverables to highlight the sequence and duration of those tasks (some of which run concurrently) so that the overall duration of the project is established.</p> <p>2. Second Month</p> <p>Completion of the System Demonstration Workshop delivering the modern best matrix, integration strategy, solution architecture, and at least 50% of the system demonstration workshop.</p> <p>3. Third Month</p> <p>Completion of the Solution design Phase has been done fully delivering the System Demonstration Workshop and the Solution Design Document.</p> <p>4. Fourth Month</p> <p>Completion of the key user training has been accomplished through the system integration test result and key user training completion.</p> <p>5. Fifth Month</p> <p>Completion of the Production Configuration has been finalized with the User Acceptance Result and the Production Configuration Document.</p> <p>6. Sixth to Eighth Month</p> <p>Completion of Hypercare and the System has been handed over.</p> <p>7. Ninth to Twelfth Month</p> <p>Provide 24/7 remote support and customer success management services.</p>	
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XI.	FEES AND TERMS OF PAYMENT														
	<p>For and in consideration of the subscription and services rendered by the Solutions Provider, to the satisfaction of the DFA, the latter shall pay 100% of the contract price to cover the following:</p> <table border="1" data-bbox="312 562 1206 1953"> <thead> <tr> <th data-bbox="312 562 467 663">Tranche No.</th> <th data-bbox="467 562 1007 663">Deliverables</th> <th data-bbox="1007 562 1206 663">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="312 663 467 1240">1</td> <td data-bbox="467 663 1007 1240"> <p>Finalized Project Plan Provide project management documents including all tasks, activities, milestones and deliverables required to be performed or produced for the DFA; to deliver the project plan once finished and constructed; to document dependencies between tasks, milestones and deliverables; to highlight the sequence and duration of those tasks (some of which run concurrently) so that the overall duration of the project is established.</p> </td> <td data-bbox="1007 663 1206 1240">35%</td> </tr> <tr> <td data-bbox="312 1240 467 1744">2</td> <td data-bbox="467 1240 1007 1744"> <p>Completion of the System Demonstration Workshop delivering the modern best matrix, integration strategy, solution architecture, and at least 50% of the system demonstration workshop.</p> <p>Completion of the Solution design Phase has been done fully delivering the System Demonstration Workshop and the Solution Design Document.</p> </td> <td data-bbox="1007 1240 1206 1744">25%</td> </tr> <tr> <td data-bbox="312 1744 467 1953">3</td> <td data-bbox="467 1744 1007 1953"> <p>Completion of the key user training has been accomplished through the system integration test result and key user training completion.</p> </td> <td data-bbox="1007 1744 1206 1953">20%</td> </tr> </tbody> </table>		Tranche No.	Deliverables	Payment	1	<p>Finalized Project Plan Provide project management documents including all tasks, activities, milestones and deliverables required to be performed or produced for the DFA; to deliver the project plan once finished and constructed; to document dependencies between tasks, milestones and deliverables; to highlight the sequence and duration of those tasks (some of which run concurrently) so that the overall duration of the project is established.</p>	35%	2	<p>Completion of the System Demonstration Workshop delivering the modern best matrix, integration strategy, solution architecture, and at least 50% of the system demonstration workshop.</p> <p>Completion of the Solution design Phase has been done fully delivering the System Demonstration Workshop and the Solution Design Document.</p>	25%	3	<p>Completion of the key user training has been accomplished through the system integration test result and key user training completion.</p>	20%	
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	<table border="1" data-bbox="316 210 1206 533"> <tr> <td data-bbox="316 210 467 533">4</td> <td data-bbox="467 210 1007 533"> <p>Completion of the Production Configuration has been finalized with the User Acceptance Result and the Production Configuration Document.</p> <p>Completion of Hypercare and the System has been handed over.</p> </td> <td data-bbox="1007 210 1206 533">20%</td> </tr> </table> <p>1. A total of 100% of the contract price shall be paid from the submission of all required deliverables, equipment, trainings, and after all user acceptance tests have been passed, officially marking the system's commissioning.</p> <p>2. The Solutions Provider shall submit the sales invoice and complete supporting documents with the delivery of the commissioned Customized Cloud-based SaaS HCM and PS Service. The list of documentary requirements needed for payment will be provided by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) upon signing the contract.</p> <p>3. The Solutions Provider shall be paid within thirty (30) working days upon the submission of the billing invoice, or its equivalent complete with supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through the List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All payments shall be inclusive of Value Added Tax (VAT) and other lawful charges.</p>	4	<p>Completion of the Production Configuration has been finalized with the User Acceptance Result and the Production Configuration Document.</p> <p>Completion of Hypercare and the System has been handed over.</p>	20%	
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Note:

*Bidder must state compliance to each of the provisions in the Terms of Reference and Technical Specifications, as well as to the Schedule to Requirements. The **STATEMENT OF COMPLIANCE** must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have the authority to sign for and on behalf of the partners to the joint venture. In the absence of JVA, a statement of non-applicability.*

Conformé:

Signature/s
 [Name of Bidder's Authorized Representative/s]
 [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.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership, all pages) that is compliant with GPPB Resolution No. 15-2021;

Note: Bidder will be required to submit the original Class A eligibility documents during the Post-Qualification Conference.

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 (please include the following in the statement: name of the contract, date of the contract/duration, kinds of goods, amount of contract, and outstanding value); **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 ((please attach a Certificate of Completion/Satisfactory Service or certified true copy of an official receipt for the full contract cost); **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.

In case that JVA does not apply, a statement of non-applicability.

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

- (i) *[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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

FINANCIAL COMPONENT ENVELOPE

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

