



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



**SUPPLY, DELIVERY,  
INSTALLATION,  
TESTING AND  
COMMISSIONING  
OF HUMAN  
RESOURCE  
MANAGEMENT  
INFORMATION  
SYSTEM (HRMIS)**

**BIDS AND AWARDS COMMITTEE**

**2018**

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## **Section I.**

# **Invitation to Bid**



## INVITATION TO BID

### **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS)**

1. The *MARITIME INDUSTRY AUTHORITY*, through the *General Appropriations Act of 2018 Capital Outlay* intends to apply the sum of **One Million Two Hundred Eighty Four Thousand Pesos Only (₱1,284,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *MARITIME INDUSTRY AUTHORITY* now invites bids for the **Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)** for the aforementioned Project. Contract shall commence from the approval of Contract of Agreement and issuance of Notice to Proceed.
3. Bidders must have completed a similar contract/project equivalent to fifty percent (50%) of the ABC within *two (2) years* from the date of submission and receipt of bids. 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, other wise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

5. A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of a nonrefundable fee for the Bidding Documents pursuant to the latest guidelines issued by the GPPB.
6. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at [www.marina.gov.ph](http://www.marina.gov.ph), provided that Bidders shall pay the non refundable fee **Five thousand Pesos (₱5,000.00) only** for the Bidding Documents not later than the submission of their bids.
7. The *MARITIME INDUSTRY AUTHORITY* will hold a Pre-Bid Conference at the *MARINA Lounge, 4<sup>th</sup> floor Parkview Plaza 984 Taft Avenue corner T.M. Kalaw Avenue, Ermita, Manila*, which shall be open to all prospective bidders.
8. Bid submission and opening shall be strictly observed based on the schedule below. Bids will be opened in the presence of the Bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

9. *The Schedule of Bidding Activities shall be as follows:*

<b>ACTIVITIES</b>	<b>DATE/TIME</b>	<b>VENUE</b>
1. Sale and Issuance of Bid Documents	April 6 to 27, 2018 (9 AM to 4 PM) April 30, 2018 (9 AM to 12 NN)	GSD PROCUREMENT SECTION 4 <sup>th</sup> Floor, Parkview Plaza 984 Taft Avenue corner T.M. Kalaw Avenue, Ermita, Manila
2. Pre-bid Conference	April 18, 2018 (2 PM)	MARINA Lounge 4 <sup>th</sup> Floor, Parkview Plaza 984 Taft Avenue corner T.M. Kalaw Avenue, Ermita, Manila
3. Deadline for Submission of bids	April 30, 2018 (12 NN)	MARINA Lounge 4 <sup>th</sup> Floor, Parkview Plaza 984 Taft Avenue corner T.M. Kalaw Avenue, Ermita, Manila
4. Opening of Bids	April 30, 2018 (2 PM)	MARINA Lounge 4 <sup>th</sup> Floor, Parkview Plaza 984 Taft Avenue corner T.M. Kalaw Avenue, Ermita, Manila

10. The *MARITIME INDUSTRY AUTHORITY* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please contact the PBAC Secretariat c/o Ms. Connie dela Cruz at the General Services Division, *MARITIME INDUSTRY AUTHORITY*, 984 Parkview Plaza, Taft Avenue corner T.M. Kalaw Avenue, Ermita, Manila at Tel # 5246518 from 9:00 AM to 5:00 PM, Monday to Friday.



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## **Section II.**

# **Instructions to Bidders**

## General

### 1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII Technical Specification.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB Clause 28**.

### 2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

### 3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA3019.
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB Clause 3.1(a)**.
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC Clause 38**.

#### **4. Conflict of Interest**

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
  - (a) A Bidder has controlling shareholders in common with another Bidder;
  - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;



- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and

- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two(2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

## **6. Bidder's Responsibilities**

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bid Form as required in **ITB** Clause 12.1(b)(iii)
  
- 6.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
  - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
  - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
  - (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:

- (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in anyway.

- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## 7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

## 8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## Contents of Bidding Documents

## 9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after

the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

## **Preparation of Bids**

### **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

### **12. Documents Comprising the Bid: Eligibility and Technical Components**

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
  - (ii.2) date of the contract;
  - (ii.3) contract duration;
  - (ii.4) owner’s name and address;
  - (ii.5) kinds of Goods;
  - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
  - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
  - (ii.8) date of delivery; and
  - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

- (b) Technical Documents –
  - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
  - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bid Form.
  - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

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

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
  - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2.
  - (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
  - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
    - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring



entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

## **14. Alternative Bids**

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For Goods offered from within the Procuring Entity's country:
  - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
  - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
  - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
  - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices

may be quoted in the currency (ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchangerates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in PhilippinePesos.

## 17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening ofbids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify itsbid.

## 18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the followingschedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a suretyor insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for aperiod of time from being

qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
    - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
    - (viii) refusal or failure to post the required performance security within the prescribed time;
    - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt

of the request for clarification;

- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

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

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bid Form.
- 19.2. on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.3. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.4. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.5. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.6. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking

the inner envelopes as “COPY NO. - TECHNICAL COMPONENT” and “COPY NO. – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **Submission and Opening of Bids**

### **21. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

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

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable

deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3 Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

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

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
  - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **Evaluation and Comparison of Bids**

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

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in



the rejection of the Bidder's bid.

## **26. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

## **27. Domestic Preference**

27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

## **28. Detailed Evaluation and Comparison of Bids**

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB Clause 24**, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall

consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

## 29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and

permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### **30. Reservation Clause**

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or

not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **Award of Contract**

### **31. Contract Award**

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified.

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

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## **33. Performance Security**

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreignbank.  <i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Thirty percent (30%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

#### 34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

### **35. Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## **Section III.**

# **Bid Data Sheet**



# Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <b>MARITIME INDUSTRY AUTHORITY</b>
1.2	The Bid Reference No. is :
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <b>GAA 2018 Capital Outlay</b> in the amount of <b>One Million Two Hundred Eighty Four Thousand Pesos Only (₱1,284,000.00)</b>.</p> <p>The name of the Project is:  <b>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS)</b></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the <b>ITB</b> Clause exists in this Project. Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within a period of specified in the Invitation to Bid and ITB Clause 12.1(a)(iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to <b>Supply, Delivery Installation, Testing and Commissioning of Human Resource Management Information System.</b></p>
7	No further instructions.
8.1	Subcontracting is not allowed
8.2	Not applicable
9.1	See procurement activity schedule
10.1	The Procuring Entity's address is:
12.1	Note: A copy of the authorized representative's valid ID shall be used as competent proof of identity in all notarized documents pursuant to 2004 Rules on Notarial Practice

Community Tax Certificate (CTC) or Residence Certificate is not accepted as a competent proof of identity in all notarized documents for the purpose of this bidding.

The Bidder shall submit the following Eligibility Technical Documents, arranged, numbered or tabbed as enumerated below:

***Deferment of Mandatory Submission of PhilGEPS Certificate of Registration and Membership***

*4.1.1 For all procurement projects advertised and/or posted after the effectivity of this Circular, bidders may still submit their Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the same IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class "A" Documents, or a combination thereof. In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2018 Revised IRR of RA9184;*

CLASS A DOCUMENTS:

***Eligibility Documents:***

- i. Valid and current PhilGeps Certificate of Registration and Membership in accordance with Section 8.5.2 of Revised IRR of RA 9184.*

*Valid and current Securities and Exchange Commission (SEC) Registration including Articles of Incorporation for Corporation, Department of Trade and Industry (DTI) Registration for Sole Proprietorship and Cooperative Development Authority (CDA) for cooperative.*

*Valid and current Mayor's/Business Permit issued by the city of municipality where the place of business of the prospective bidder is located.*

*Valid and current Tax Clearance per Executive Order 398, series of 2005 as finally reviewed and approved by the BIR.*

- ii. Statement of 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 (Annex "A").*

*Statement identifying the bidder's single largest completed contract similar to the contract to be bid within the last two*  
(2)

years from the date of submission and receipt of bids equivalent to at least fifty percent 50% of the ABC. (**Annex “B”**).

**Any of the following documents shall be attached to Annex “B”:**

- Certificate of end-user’s acceptance (EUA) or Acceptance Report or official receipt (OR) or collection receipt (CR) or sales invoice (SI)

Audited Financial Statements stamped “received by the Bureau of Internal Revenue (BIR) or its duly authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from the bid submission, **which must include the following:**

- a. Independent Auditor’s Report
- b. Balance Sheet (**Statement of Financial Position**)
- c. Income Statement (**Statement of Comprehensive Income**)
- d. Notes to Financial statement
- e. Statement CashFlow

iii. **Net Financial Contracting Capacity (NFCC)** which must be at least equal to the ABC to be bid, and calculated as follows:

**NFCC** = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid. (**Annex “C”**)

Where:

The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

**In Lieu of the NFCC computation the bidder may submit a Committed Line of Credit (CLC) from a Universal or Commercial Bank, it must be at least equal to ten percent (10%) of the ABC to be bid in accordance with Sec 23.4.1.5 of the 2018 Revised IRR of RA 9184.**

#### CLASS “B” DOCUMENTS

**In case of Joint Venture:** A Valid Joint Venture Agreement (JVA) for the project in case it 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. (**Annex “D”**)

In case the joint venture is not yet in existence, the submission of a

*valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated Bid.*

***Bid Security***

*The Bidder shall have the option to post Bid Securing Declaration (Annex “E”) or any form of Bid Security in which shall be not less than the percentage of the ABC in accordance with the following schedule:*

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

9.1) Bid Securing Declaration must be duly notarized in accordance with the provisions of 2004 Rules on Notarial Practice.

( 9.2) Should the bidder opt to submit a Surety Bond as other form of Bid Security it must specify the additional grounds for forfeiture of bid security, to wit:

- 1.) withdraws its bid during the period of bid validity specified in ITB Clause 17;
- 2.) does not accept the correction of errors pursuant to ITB Clause 18.3(b);
- 3.) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2;

- 4.) submission of eligibility requirements containing false information or falsified documents;
- 5.) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- 6.) allowing the use of one's name, or using the name of another for purposes of public bidding;
- 7.) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
- 8.) refusal or failure to post the required performance security within the prescribed time;
- 9.) refusal to clarify or validate in writing its bid during postqualification within a period of seven (7) calendar days from receipt of the request for clarification;
- 10.) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
- 11.) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- 12.) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

or if the successful Bidder:

- 1.) fails to sign the contract in accordance with ITB Clause 32; or
- 2.) fails to furnish performance security in accordance with ITB Clause 33.

- 1. ***Duly accomplished Schedule of Requirements(Annex“F”)***
- 2. ***Duly accomplished technical specification (Annex“G”).***
- 3. ***Duly notarized Omnibus Sworn Statement (Annex“H”).***
- 4. ***Proof of Authority of the designated representative/s for purposes of this bidding***

	<p><b>4.a Duly notarized Special Power of Attorney</b> –For sole proprietorship if owner opts to designate a representative/s;</p> <p><b>4.b Duly notarized Secretary’s Certificate</b> evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture;</p> <p><b>4.c Provided that in the case of unincorporated joint venture, each member shall submit a separate Duly notarized Special Power of Attorney and/or Duly notarized Secretary’s Certificate</b> evidencing the authority of the designated representative/s.</p> <p><b>5. Duly notarized certification as to Compliance to Existing Labor Laws and Standards (Annex “I”)</b></p>
13.1	The Bidder shall submit the complete and signed the Financial Bid Form inclusive of VAT ( <b>Annex “J-J-1”</b> ).The amount should not exceed the ABC of that particular lot.
13.1(b)	No further instructions.
13.2	The ABC is <b>One Million Two Hundred Eighty-Four Thousand Pesos Only (₱1,284,000.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	“No incidental services are required.”
15.4(b)	“Not applicable”.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	“Not applicable”
17.1	Bids will be valid until for 120 calendar days from date of bid opening. Bids valid for a shorter period shall be rejected outright as non-responsive
18.1	The bid security shall be limited to the Bid Securing Declaration or at least one (1) other form in accordance with the following amount: <ol style="list-style-type: none"> <li>1. Two percent (2%) equal to percentage of the ABC,if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. Five percent (5%) equal to percentage of the ABC, if bid security is in Surety Bond; or</li> <li>3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</li> </ol>
18.2	The bid security in the form of Surety Bond and callable upon demand shall be valid for 120 calendar days reckoned from the date of the opening of the bids.
19.4	No further instructions.

19.5	No further instructions.																								
20.1	<p>Each Bidder shall submit the following in <i>one (1)</i> big envelope duly labeled containing two sets of envelopes:</p> <p><b>First envelope</b> must contain four (4) copies of Eligibility and Technical Documents duly marked as “<b>Copy No.1</b>”, “<b>Copy No.2</b>”, “<b>Copy No.3</b>” and “<b>Copy No.4</b>”</p> <p><b>Second envelope</b> must contain four (4) copies of Financial Bid Form duly marked as “<b>Copy No.1</b>”, “<b>Copy No.2</b>”, “<b>Copy No.3</b>” and “<b>CopyNo.4</b>”</p> <p>All envelopes and folders must be labeled as specify in <b>BDS 20.4</b></p>																								
20.4	<p>All envelopes <b>shall</b>:</p> <p>a.) Contain the name of the contract to be bid in CAPITAL LETTERS  b.) Bear the name and address of the Bidder in CAPITAL LETTERS  c.) Be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 1.1  d.) Bear the specific identification of this bidding process indicated in the ITB Clause 1.2 and  e.) Bear the warning “<b>DO NOT OPEN BEFORE ....</b>” The date and time for the opening of bids in accordance with ITB Clause 21</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td><b>TO</b></td> <td>:</td> <td>THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY</td> </tr> <tr> <td><b>FROM</b></td> <td>:</td> <td>_____</td> </tr> <tr> <td></td> <td></td> <td>(Name Of Bidder in Capital Letter)</td> </tr> <tr> <td><b>ADDRESS</b></td> <td>:</td> <td>_____</td> </tr> <tr> <td></td> <td></td> <td>(Address Of Bidder in Capital Letter)</td> </tr> <tr> <td><b>PROJECT</b></td> <td>:</td> <td>_____ <b>BID REF</b> : _____</td> </tr> <tr> <td></td> <td></td> <td>(In capital letters, indicate the phrase)</td> </tr> <tr> <td colspan="3" style="text-align: center;"><b>“DO NOT OPEN BEFORE _____”</b></td> </tr> </table>	<b>TO</b>	:	THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY	<b>FROM</b>	:	_____			(Name Of Bidder in Capital Letter)	<b>ADDRESS</b>	:	_____			(Address Of Bidder in Capital Letter)	<b>PROJECT</b>	:	_____ <b>BID REF</b> : _____			(In capital letters, indicate the phrase)	<b>“DO NOT OPEN BEFORE _____”</b>		
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		(In capital letters, indicate the phrase)																							
<b>“DO NOT OPEN BEFORE _____”</b>																									
24.1	<p>The place of bid opening is</p> <p>MARINA Lounge  4<sup>th</sup> floor Parkview Plaza 984 Taft Avenue corner T.M. Kalaw Avenue,  Ermita, Manila</p> <p><i>The date and time of opening is on : 30 April 2018, 2 PM</i></p>																								
24.2	No further instructions.																								
27.1	No further instructions.																								
28.3a	No further instructions.																								
28.3(b)	No further instructions.																								
28.4	No further instructions.																								

29.2(a)	<p>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 LCB, the Bidder shall submit the following documentary requirements:</p> <p>I. Latest Income and Business Tax Return filed thru Electronic Filing and Payment System (EFPS).</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted</p> <p>II. Other pertinent documents that may deemed necessary for the purpose of Post Qualification.</p> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p> <p>Furthermore, as part of the Post Qualification, the Eligibility and Technical Documents submitted by the LCB/SCB, shall be verify, validate and ascertain all statement made.</p>						
33.1	<p>To guarantee the faithful performance by the winning Bidder must submit an acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from MARINA and in no case later than the signing of the contract.</p> <p>The performance security shall be dominated in Philippine Pesos and issued in the name of the MARITIME INDUSTRY AUTHORITY in the amount equal to the percentage of the total contract price in accordance with the following schedule:</p> <table border="1" data-bbox="424 1422 1394 1861"> <thead> <tr> <th data-bbox="424 1422 1050 1547">Form of Performance Security</th> <th data-bbox="1056 1422 1394 1547">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="424 1556 1050 1659">Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1056 1556 1394 1659">Five percent 5%)</td> </tr> <tr> <td data-bbox="424 1668 1050 1861">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</td> <td data-bbox="1056 1668 1394 1861">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent 5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)						
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent 5%)						
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)						





Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## **Section IV.**

# **General Conditions of Contract**

## 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of

grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## **2. Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or

international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

## **6. Scope of Contract**

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## **11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the **SCC**.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## **14. Use of Contract Documents and Information**

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

## **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

## **16. Inspection and Tests**

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

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in



connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fullymet.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## **25. Termination for Convenience**

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty(30) calendar days after the Supplier's receipt of

Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade;and
- (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
  - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
  - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
  - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
  - (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE;and
  - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## **Section V.**

# **Special Conditions of Contract**



# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>MARITIME INDUSTRY AUTHORITY</i>
1.1(i)	The Supplier is <u><i>indicate the name of your company</i></u> .
1.1(j)	The Funding Source is  the Government of the Philippines (GOP) through <i>GAA 2018 Capital Outlay</i> in the amount of <i>One Million Two Hundred Eighty Four Thousand Pesos Only (₱1,284,000.00)</i>
1.1(k)	The Project Site is <i>MARITIME INDUSTRY AUTHORITY</i> , Parkview Plaza, 984 Taft Avenue corner T.M. Kalaw Avenue, Ermita, Manila “The Project sites are defined in Section VI. Schedule of Requirement”
5.1	The Procuring Entity’s address for Notices is: <i>c/o PBAC Secretariat, MARITIME INDUSTRY AUTHORITY, Parkview Plaza 984 Taft Avenue corner T.M. Kalaw Avnue , Ermita, Manila Tel#5246518.</i>  The Supplier’s address for Notices is: <u><i>Insert address including, name of contact, fax and telephonenumber</i></u>
6.2	<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>For domestic Suppliers, state “The delivery terms applicable to this Contract are delivered at MARITIME INDUSTRY AUTHORITY, Parkview Plaza 984 Taft Avenue corner T. M. Kalaw Avenue, Ermita, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(iii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and</li> </ul> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Chief, ICTMD.</p>

Transportation –

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.

#### **Scope of Work**

- Study, design and develop the HRMIS. The system must conform to the specifications mentioned in this BTD and applicable ITC standards for application system development
- Present the proposed HRMIS to the End-User's for approval, including a Project Implementation Plan
- Deliver, configure and install the new HRMIS and all software components in the intended environment within one hundred fifty (150) days.
- Provide the required MARINA technical, operations and system documentation manuals.
- Prepare test scripts and acceptance criteria - Conduct the required trainings.
- Provide Application Support Services. -Provide Maintenance Support.

#### **Transfer of Technology**

- The winning vendor should provide the following Training Courses to MARINA's personnel:
  - HRMIS System Administration
    - Three (3) personnel for System Maintenance and Development
    - Three (3) personnel for Systems Administration
    - Three (3) personnel for Database Management
    - Three (3) personnel for Security Administration
    - Forty (40) personnel for End-User
- The trainings should provide for reasonable time to afford reliable comprehension of the topics and ensure hands on experience for each participant;
- The trainings should equip each participant with suitable knowledge, skills and materials to effect actual customization / re-configuration to the system;
- The trainings must be sufficiently in depth and comprehensive to merit certification level classification;
- The outlines of the Trainings should have the prior written approval of the MARINA;
- The trainers, facilities and the Outlines of the Trainings shall be comparable and/or superior to industry standard, certification grade trainings;
- All costs related to the conduct of the Trainings shall be for the account of the winning vendor;
- The venue of the Trainings must be provided by the winning

vendor except for the Users' Training which will be held within the MARINA premises;

- The winning vendor shall provide MARINA with documentation for the operation and maintenance of the HRMIS. It should include the following:
  - Hard-copy format and DVD copy in software-readable format, either HTML or PDF;
  - Three (3) hard copies of the operations manual, users guide manuals, system documentation and source and object codes of customization/ reconfiguration with the right for MARINA to reproduce copies;
  - Two (2) DVD copies each of documentation mentioned above in PDF or HTML format with the right for MARINA to reproduce copies;
- The MARINA shall have the right to reproduce the above-enumerated documentation purchased from and turned over by the PROVIDER;
- All source & object codes shall be turned over by the PROVIDER to MARINA and the MARINA shall have full and perpetual ownership of all source & object codes turned over by the PROVIDER;
- The MARINA shall have the right to modify and/or revise the source & object codes purchased from and turned over by the PROVIDER;
- Modification and/or revision executed by the MARINA on the source &/or object code/s which were done with prior written notice to the PROVIDER and which the latter did not specifically disallowed, shall not preclude the MARINA from receiving enhancement/s and/or upgrades that would have been due if the source and/or object code/s were not modified and/or revised.

#### **Warranty Requirements**

- Winning bidder should provide two(2) years warranty on the customized HRMIS application solution including hardware and all base software installed
- Warranty shall start upon acceptance of HRMIS Solution package.
- Winning bidder should provide three(3) years maintenance to the hardware and to all base software installed
- The winning bidder should warrant that should there be announced improvements on the proposed product and/or any of its components, after date of submission of proposals and before date of implementation, such improved product or its components should be delivered to and installed at the MARINA by the winning bidder without affecting the submitted bid price proposal.
- If announced improvement is made within six (6) months after installed product has already been accepted for MARINA use, the winning bidder must replace already installed product or its components with the improved product or its components at no

additional cost to MARINA.

- During the warranty period, MARINA should be entitled to all applicable software version upgrades (OS, bundled software), security patches, and feature packs at no additional cost to MARINA.
- During the warranty period, winning supplier must provide maintenance support, on all delivered products and/or its components.

#### **Maintenance Support Requirements after the Expiration of the Warranty Period**

- After the expiration of the warranty period, winning supplier must provide maintenance support, consisting of Preventive and Remedial Services for a period of 3 years.
- An initial maintenance agreement must therefore be submitted together with the bids.
- Details of said preventive and remedial services are described in Item 11, below.
- Unless terminated officially through a written notice, at the end of the term of the Agreement, the Agreement shall be extended on a month-to-month basis under the same terms and conditions until a new contract is drawn, agreed, and signed by both parties. Provided that such extension shall not exceed twelve (12) months in succession.

#### **Preventive & Remedial Requirements under the Warranty and/or 3-yr Maintenance Support**

- All maintenance and technical support must be available locally. Winning supplier must utilize experienced and trained technicians or engineers under its direct employment and supervision in rendering the required maintenance. Hence, the winning supplier must provide a list of support personnel with detailed resume on experience and training.
- The winning supplier must provide the following maintenance support consisting of Preventive and Remedial Maintenance services on all hardware and software components of the proposal.
- Hardware/Software Preventive Maintenance
  - The frequency of preventive maintenance must be on a quarterly basis.
  - Where applicable, the preventive maintenance must include standard cleaning, lubrication, adjustment, alignment, inspection, and testing of equipment to ensure that it is in optimum operating condition, as well as, to reduce the possibility of equipment failure.
  - Must include Software performance evaluation and fine tuning.
- Hardware/Software Remedial Service
  - Within two (2) hours upon receipt of notice, either through phone, electronic communication, or in writing, the service

	<p>contractor must address the problem by making a phone call to the concerned MARINA unit. If the problem persists, the service contractor must address the problem onsite.</p> <ul style="list-style-type: none"> <li>▪ The service contract or must be onsite (MARINA Main Office) within two (2) hours after problem was not resolved over the phone.</li> <li>▪ Once on site, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.</li> <li>▪ If malfunctioning machine part/component is diagnosed to be beyond repair, the service contract or must replaces aid part/component within one (1) month. All replacement parts must be brand new and of equal quality and shall become the property of MARINA. In the same manner, the parts replaced shall become the Contractor’s property.</li> <li>▪ The service contractor must at all times maintain a reasonable supply of replacement and spare parts to effect the remedial services required. The MARINA may, at anytime during the term of agreement, require the contractor to provide an inventory list of such supply of Replacement and Spare Parts.</li> <li>▪ Reinstall corrupted software caused by hardware failure.</li> <li>▪ If within 48hours, upon arriving onsite, the service contractor fails to restore/repair the malfunctioning part/component, the service contractor must supply and install a service unit within the next 24hours. MARINA use of service units must not exceed 15 calendar days from the date the problem was first reported to the supplier, defective units must be fixed or replaced within 15 days. All shipment/delivery fees must be charged against the account of the service contractor.</li> </ul> <ul style="list-style-type: none"> <li>• Designated MARINA representative shall always be present during the performance of the above-mentioned maintenance and remedial services to provide assistance especially incompliance with safety regulations. In the event that safety is compromised, the service contractor must terminate the ongoing work and to resume the same only as soon as the danger to one’s safety is terminated. <ul style="list-style-type: none"> <li>▪ Service Report Requirements</li> <li>▪ Preventive Maintenance</li> <li>▪ For every completed quarterly maintenance, the service contractor must provide MARINA a copy of an accomplished service report, confirming the completed preventive maintenance. The report must be duly signed by the designated MARINA representative, as described above, and by his/her immediate supervisor.</li> </ul> </li> </ul> <p>The service report must include the following information:</p> <ol style="list-style-type: none"> <li>a)Name of Contractor’s Service Crew/s</li> <li>b)Applicable Period of Preventive Maintenance</li> </ol>
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c) Time In and Out of Service Crew/s

d) Description of the units serviced, to include as follows:

- Unit/Item Description;
- Type;
- Model; and,
- Serial Number /Part Number.

### **Remedial Services**

For each remedial service conducted, the service contractor must provide the CRMD a copy of an accomplished service report, confirming the completed service. The report must be duly signed by a designated MARINA representative and by his/her immediate supervisor.

The above mentioned service report must include the following information:

#### **a) Problem Notification Details**

- Name of Notifying MARINA Personnel;
- Date and Time of Notification; and,
- Initially Reported Problem.

#### **b) Service Contractor's Response Details**

- Date and Time of the Service Crew's arrival onsite;
- Diagnosed Problem;
- Cause of Problem;  
Resolutions Made;
- Complete description of all replacement parts and the malfunctioning or faulty machine parts;
- Service Contractor's recommendations, as to how the problem may be prevented in the future;
- Date and time the problem was resolved; and,
- The winning supplier acknowledges that the MARINA will suffer loss by the delay or failure to have the services completed in all parts within the period stipulated under the contract. The contractor shall pay the MARINA liquidated damages in the amount allowable by law.
- Requirement for Audit Trail such as User IDs, capability to capture the date and time of transactions, the activity made and the before and after image of the record, retention of record in accordance with the records retention policy and the back-up procedures, and migration from where the data are taken and where to be placed, if applicable.

**The MARITIME INDUSTRY AUTHORITY shall provide the following:**

1. Supervise the delivery, installation Testing and Commissioning of all components and software;
2. Install other software not covered by the supplier; and

	3. Issue Inspection and Acceptance Report to the supplier as basis of payment
7	No subcontracting shall be allowed.
10.3	“No further instructions”.
10.4	“Not applicable”
16.1	No further instructions”.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is seven (7) days.
21.1	“No additional provision.”



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## **Section VI.**

# **Schedule of Requirements**





Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



**Annex "F"**

## *Schedule of Requirements*

*Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*

### **DELIVERY INSTRUCTIONS**

- Delivery shall commence after the receipt of Notice to Proceed (NTP) and Purchase Order (P.O.)
- Contract duration is One Hundred Twenty (120) calendar days.
- Delivery shall be at MARITIME INDUSTRY AUTHORITY-STCW Office,\_\_\_\_\_.

**I/We hereby commit to comply and deliver all the requirement in accordance with the above stated schedule.**

**CONFORME:**

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Name of Company in Print

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Signature Printed Name of Authorized Representative

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Date



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## **Section VII.**

# **Technical Specifications**



**STATEMENT OF COMPLIANCE TO  
 TECHNICAL SPECIFICATIONS**

**Annex "G"**

**19 pages**

*Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*

**Summary**

QTY	Unit of Issue	Technical Specification	Bidders Statement of Compliance
		<p><b>SCOPE OF THE PROPOSED SYSTEM</b></p> <p>Supply and delivery of resources necessary to the implementation of the Human Resource Information System</p> <ul style="list-style-type: none"> <li>• Installation of HRIS Functionalities:             <ul style="list-style-type: none"> <li>▪ Organizational Management</li> <li>▪ Staffing Management</li> <li>▪ Compensation and Benefits Management</li> <li>▪ Time and Attendance Management</li> <li>▪ Learning and Development</li> <li>▪ Performance Management</li> <li>▪ Records Management</li> <li>▪ Property Accountability</li> <li>▪ Employee Self Service</li> </ul> </li> </ul> <p><b>FEATURES</b></p> <ul style="list-style-type: none"> <li>- The system should be able to easily integrate with existing applications which need to share information from it.</li> <li>- The system should facilitate users to add, update, and delete information as well as to generate reports.</li> <li>- Facility for future expandability of data.</li> <li>- The system should automatically disconnect from the server if the screen remains idle for 5 minutes, in order to restrict unauthorized users from accessing the records.</li> <li>- Search criteria should be invoked to automate report and letter generation.</li> <li>- Reports can be presented on a graphical format whenever applicable.</li> <li>- Provides for ease in querying and verifying database information.</li> </ul>	

- Performs generation of various user defined reports.
- Browser-based user access. No client software installation.
- Multi-level security.
- Integrated system.
- Provides complete system documentation, users and operators manual.

**FUNCTIONALSPECIFICATIONS**

**ORGANIZATIONALMANAGEMENT MODULE**

- Under the MARINA Organizational Structure, the system must be able to:
  - Upload and view the MARINA organizational chart respectively;
  - Upload and view functional chart, position chart per office/service/division/ section/unit respectively;
  - Upload and view job descriptions for each position per office/service/ division/section/unit respectively; and
  - Owner must be able to update and revise contents of organizational, functional, and position charts, and job descriptions as needed.
- Must be able to generate list of plantilla positions and their corresponding job descriptions.
- Must be able to generate list as well as update filled and unfilled vacant positions by office/service (up to team level).
- Facilitates provision of information on:
  - Hierarchical/reporting relationships of units; and
  - Changes in organization as a result of reorganization
  - Functional Statement per office/service

**STAFFING MANAGEMENT**

- **Recruitment Tracking**
  - Maintains database of qualified applicants, both internal and external.
  - Provides online screening /evaluation of applicants for general aptitude/specialized examination.
- **Position Tracking**
  - Provides historical information of positions held by every employee, from initial hiring until his/her retirement.
  - All policies, rules and laws that were used as basis of retitling. Upgrading and other changes in the position should also be included in this module.

- **Employee Temporary Reassignment Tracking**

- Facility to track the timeline of temporary re-assignments. Data should include the name, position from where/what assignment to where/what new assignment and the reason/basis for such re-assignment. Timeline is also a must information—a month before expiry, the system should give “signal” to the authorized user to be able to make appropriate action.

**COMPENSATION AND BENEFITS MANAGEMENT MODULE**

- **Payroll Processing**

- Centralized processing of payroll and other benefits for the central office and regional offices. But with capability of centralized and decentralized printing of reports and pay slips thru email.
- Enables easy configuration of customized pay types (including new pay types).
- Capacity to generate payroll for selective units (office/service/division/section/), employees, or period.
- Must check leave credits, budget (allotment), overtime rendered, performance ratings and administrative cases module for every general payroll run.
- Must tag/monitor employees who are qualified to receive allowances (To be provided by MARINA) and their corresponding rates.
- Must relate pay to employee performance rating for performance-based benefits.
- Provides multi-level securities for payroll processing.
- Provides payroll flat file for recording in the Existing Accounting System.
- Must perform automatic stop of deductions for fully paid loans or excess payment (with in the loan term period.) Also, adjustment of tax rate for any change in salary bracket, annualization of tax computation, age/status of dependents, and tax exemption.
- Can create dynamic, configurable and re-usable formulas.
- Provides maintainable tax, PHIC, GSIS, ECIP, PAGIBIG and other contribution rate tables, updates of tax rate/tables.
- Performs end of year conversion, such as gross income, tax withheld and tax due (actual gross income).
- Overtime Payroll processing.

		<p><b>- Payroll Administration</b></p> <ul style="list-style-type: none"> <li>• Provides generation of custom pay types.</li> <li>• Can handle consolidated release of various pay types in one payroll run ,i.e.monthly salary, allowances (PERA/RATA), clothing allowance, overtime pay, birthday bonus, employee anniversary, communication allowance/ field work allowance, night differential, step increment differential, promotional differential, anniversary award, Mid Year and Year End Bonus, PEI, PBB, Cash Gift, CNA, etc.</li> <li>• Provides one pay slip for consolidated payments of various pay types through online printing of employee pay slip for current or previous months.</li> <li>• Able to generate user defined reports.</li> <li>• Data on compensation and classification is provided regularly to management.</li> <li>• Provides online printing of statement of accounts for various types of deductions.</li> <li>• Performs tracking of employee with overdue accounts.</li> <li>• Performs tracking of over payment or under payment of employee accounts.</li> <li>• Performs advance computation of various payroll types and scenarios for purposes of budget allocation.</li> <li>• Provides a link to existing EBudget System, Electronic Time Recording System and Electronic New Government Accounting System (eNGAS).</li> </ul> <p><b>- Benefits Processing and Budget Monitoring</b></p> <ul style="list-style-type: none"> <li>• Provides information of all benefits available to the employees and the corresponding qualifications for those benefits.</li> <li>• Must be able to set benefit requirements based on employee type, employee status, employee performance and other user defined criteria.</li> <li>• Maintains a centralized benefits information database.</li> <li>• Provides tracking of benefits granted and with held benefit to each employee.</li> <li>• Provides timely release to employees of the performance based benefits such as birthday bonus, employee anniversary bonus, loyalty awards, masters degree award, step increment, promotion and other fringe benefits.</li> <li>• Provides link to the performance evaluation module, administrative cases and leave credits module in the administration of the employee benefits.</li> <li>• Provides an automatic and accurate computation of retiree’s benefits.</li> </ul>	
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- Monitors budget utilization of employee's personnel services accounts and other employee-related accounts.
- Must be able to generate report per employee by account or vice versa.

**TIME AND ATTENDANCE MANAGEMENT MODULE**

- Attendance and Leave Monitoring System (ALMS) Administration
  - Can readily import timekeeping data from the existing Electronic Time Recording System (ETRS) Server.
  - Can be edited by authorized user.
  - Can handle multiple time and work schedule of employees.
  - Provides online printing of daily time records.
  - Can handle changes in work schedule.
  - Must be able to handle work week changes, i.e. suspension or work stoppage due to typhoon on a particular area or other fortuitous events.
  - Provides library of holidays (nationwide & local) and work suspension including time duration from and to.
- Overtime Work Schedule/Compensatory Time Off (CTO)
  - Monitoring of overtime schedules by department/office.
  - Provides online printing of overtime records and CTO.
  - Provides online printing of overtime pay slip and payroll.
  - Computes payments for overtime rendered, when ever applicable.
  - Must be able to validate and compute for night differential or over time rendered depending on work schedule and must have corresponding authority to render overtimes.
- Leave Accounting/Processing
  - Provides work flow facility for online leave submission and approvals.
  - Facility to generate reports of employees on Vacation Leave Abroad/ Study Leave/Maternity Leave/Under Suspension.
  - Facility to generate reports of Employees whose VLA/STL/ML/ Suspension will expire for the month.
  - Facility to generate reports of the service commitment of employees who availed of the STL.
  - Provides online inquiry and verification of leave

		<p>application.</p> <ul style="list-style-type: none"> <li>▪ Provides online inquiry on all types of applied leaves with the corresponding leave balances.</li> <li>▪ Must be able to monitor usage, frequency and balances of various types of leave rendered by each employee which may include, but not limited to: forced leave, special leave programs, extended leave, study leave, maternity and others leave privileges.</li> <li>▪ Must warn employees if low leave credits or leave applied for is already leave without pay.</li> <li>▪ Facility to generate reports on habitual absenteeism, under time and tardiness of employees.</li> <li>▪ Must be able to monitor and compute monetized leave credits for each year.</li> <li>▪ Must be able to compute leave credits up to 3 decimal places.</li> <li>▪ Must be able to compute leave credits based on the Civil Service Commission's leave rules and regulations.</li> <li>▪ Must have the facility to compute the attendance rating of the employee.</li> <li>▪ Provides option to print all types of certificate of employees' leave credit balance and certificate of leave without pay.</li> <li>▪ Provides facility for electronic signing of certificates of leave credit balance and certificate of leave without pay.</li> </ul> <p><b>LEARNING AND DEVELOPMENT MODULE</b></p> <ul style="list-style-type: none"> <li>• Training and Development Programs (Local &amp; Foreign) <ul style="list-style-type: none"> <li>▪ Maintains information on the training programs attended by each employee.</li> <li>▪ On-line notification of accepted/considered program participants/ applicants.</li> <li>▪ Maintains information on the Continuing Professional Education on a per employee basis, to include report on compliance with program requirements (Echo Session, Report, etc).</li> <li>▪ Maintains information on all Service Commitment Contracts as a result of attendance to (local and foreign) training and development programs.</li> </ul> </li> <li>• Scholarships/Study Grants/Conferences and Conventions (Local &amp; Foreign) <ul style="list-style-type: none"> <li>▪ Maintains information on all scholarships, study grants, conferences and conventions</li> </ul> </li> </ul>	
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attended/availed of by officials and employees (on a per year and per program basis).

- Maintains information on all Service Commitment Contracts as a result of attendance to (local and foreign) Scholarship/Study Grant.

**PERFORMANCEMANAGEMENT MODULE**

- Strategic Performance Management System (SPMS)
  - Maintains updated SPMS templates and various rating forms
  - Must be able to generate performance ratings of employees (rank & file and managerial)
  - Must be able to tag supervisor and subordinate profiles, etc.
  
- **Office Performance Commitment and Review (OPCR), Division Performance Commitment and Review (DPCR) and Individual Performance Commitment and Review (IPCR)**
  - Must be able to generate required performance ratings of employees (rank& file, supervisor and managerial)
  - Must be able to tag supervisor and subordinate profiles, etc.

**RECORDS MANAGEMENT MODULE**

- Employee Records Maintenance
  - Maintains records of employee history (static info, dependents including their date of birth and relationship to employee; beneficiaries including their date of birth and relationship to employee; educational attainment including name of school, location, inclusive year of attendance, honors/scholarships received, eligibilities to include, rating, place of examination, date of examination/ conferment, license number, date of release; trainings attended including inclusive dates of attendance, number of hours, name of sponsors, work experience to include inclusive dates, position title, company name, monthly or annual salary, salary grade/level, pay-step, status of appointment, specialized examinations taken, rating. Date taken, number of times taken, relatives in the Government to include relationship, personal information to include among others citizenship, height, weight, civil status, residential address including provincial address, permanent address, mailing address, telephone number, cellphone number, e-mail

		<p>address, blood type, GSIS ID number, GSIS BP number, GSIS CRN, MARINA number, Pag-IBIG number, Phil Health number, TIN, employee number; family's information to include spouse, children, parents, siblings and respective spouse and children, with their name, date of birth, relationship, occupation, employer and address, and other information from the latest version/form of CSC Personal Data Sheet).</p> <ul style="list-style-type: none"> <li>▪ Maintains records of employee's Statement of Asset Liabilities and Networth (SALN) based on the latest SALN version/form.</li> <li>▪ Maintains records of employee's status whether regular, temporary, coterminous or contractual.</li> <li>▪ Performs employee tracking from hiring, promotion, and suspension to separation.</li> <li>▪ Includes electronic photos and signature of employees.</li> <li>▪ Includes library of electronic official signature and initials of officials and employees.</li> <li>▪ Provides option to print all types of certificates, employee records and other documents (template-based).</li> <li>▪ Provides facility for online self service.</li> <li>▪ Provides facility for online verification of all employee benefits, accountabilities and loans</li> <li>▪ Maintains employee disciplinary records such as administrative cases, status and sanctions.</li> </ul> <ul style="list-style-type: none"> <li>• Records of Retired/Separated Employees <ul style="list-style-type: none"> <li>▪ Maintains records of the following: <ul style="list-style-type: none"> <li>- re-hired employees;</li> <li>- resigned employees;</li> <li>- retired employees;</li> <li>- dismissed/terminated employees;</li> <li>- employees who were dropped from the rolls;</li> <li>- employees whose term had expired; and</li> <li>- employees with other modes of separation.</li> </ul> </li> <li>▪ Provides different kinds of reports on separation.</li> </ul> </li> </ul> <p><b>PROPERTY ACCOUNTABILITY MODULE</b></p> <ul style="list-style-type: none"> <li>• Asset Master list – all asset record in database categorized by types and location</li> <li>• Asset by Type – asset list categorized by asset types (Building, Equipment, Miscellaneous, Machinery, etc.)</li> <li>• Accounting Code – Acknowledgement Receipt for Equipment (ARE) Inventory Custodian Slip (ICS)</li> <li>• Asset by Location - asset list categorized by location/office.</li> <li>• Asset Components - Quantity of items that belong to</li> </ul>	
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the Asset.

- Asset Barcode Image Generator – An authorization number for this fixed asset.
- Asset Audit – An internal, verification, and physical information control of fixed asset.
- Asset Services – Maintain and Manage of fixed asset.
- Asset Check In/Out – Asset turnover to personnel.
- Asset Image Attachment – the system can attach image of asset e.g.: asset picture, asset warranty image, etc.
- Accountability Ledger – Includes Asset of the Personnel.
- Asset Transaction History – all transaction of fixed asset has record history.
- CPIP – defined as Capital Project in Progress. Asset which is not in useful condition but in construction or modification stage.
- Asset Inventory – Inventory of asset categorized by location, the system can modify if asset is in correct location, if not, the system adjust the location of asset.
- Personnel – List of all Employees
- Supplier – List of all Suppliers
- System User – all user of the system.
- Unserviceable – List of unserviceable asset to be determine by MARINA.

**EMPLOYEE SELF SERVICE**

- User Registration and Authentication
  - Access to employee’s own information through user authentication.
  - User must change his/her own password at least once every 180 days or as often as he/she deem necessary.
- Online Inquiry
  - Access to employee’s own information.
  - User authentication required
  - Provides facility to print employee’s own information.
  - Sets restriction for viewing/printing confidential information.
  - Online viewing/ printing of employee pay slip, loan account and amortization, etc.
  - Online viewing of employee’s leave credit balance/unused Forced Vacation Leave/Unused Special Leave Privileges and Attendance Rating.
  - Online inquiry and monitoring of service commitment/obligation of employees who availed of the study leave.
  - On-line viewing of all training programs (local and foreign) attended by each employee, to include

		<p>Grade/Ratings obtained from the training, and/or result/s of comprehensive exam, to include applicable Service Commitment Contract).</p> <ul style="list-style-type: none"> <li>▪ Online viewing of Notices/Reminders/Announcements, Etc.</li> <li>▪ On-line viewing and provision for remarks for approved Individual Special Order to be uploaded by HRMDD.</li> </ul> <ul style="list-style-type: none"> <li>• Online Filing of Application <ul style="list-style-type: none"> <li>▪ Online application with attachments if any, of the following but not limited to: <ul style="list-style-type: none"> <li>- Leave Monetization</li> <li>- Leave</li> <li>- IPCR/DPCR/OPCR</li> <li>- Application for Hiring/Promotion</li> <li>- SALN</li> <li>- Others (to be defined by MARINA)</li> </ul> </li> </ul> </li> <li>• The system must have a page wherein employees can post opinions, comments, greetings, etc.</li> </ul> <p><b>Acceptable Solution</b></p> <ul style="list-style-type: none"> <li>• Web-based (PHP)</li> </ul> <p><b>Reports, Forms and Correspondences</b></p> <ul style="list-style-type: none"> <li>- System should be able to generate specific reports, forms and correspondences</li> <li>- System should include standard reports for management.</li> <li>- System should allow users to create additional ad-hoc reports, forms and correspondences</li> <li>- Reports, forms and correspondences can be viewed on-line, printed on demand, or scheduled as part of end of day batch processing.</li> <li>- Reports, forms and correspondences can be exported to various file types i.e. MS Word, Excel, Text, PDF,HTML</li> <li>- Reports, forms and correspondences can be transmitted via email</li> <li>- System should be able to generate reports providing statistical data on transactions entered in the system</li> </ul> <p><b>Interfaces</b></p> <ul style="list-style-type: none"> <li>- System should be capable of generating flat files for handoff to external systems</li> <li>- Electronic files transferred between systems should be encrypted on transmission and decrypted on receipt</li> </ul> <p><b>Inquiry/Search Function</b></p> <ul style="list-style-type: none"> <li>- System should allow users to inquire/search for details using user-defined parameters.</li> </ul>	
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**Security and Control**

- System should be able to define controls for user and group access levels. Multiple levels of security should be controlled using User-IDs and passwords. Access to menus should be restricted depending on user defined access rights.
- System should be able to define controls for different type of trading actions (trade, confirm, settle, etc.)

**Audit**

- System should maintain audit trails for all creation, modification and deletion of system transactions/data

**Static Data Management**

- System should allow flexible parameterization of static data without need for customization
- System should provide a dropdown list for predefined static data

**HARDWARE REQUIREMENTS**

No	Item	Qty	Unit
1	Server	1	Unit

**SERVER**

- Form Factor - 1U Rack /2S
- Processor - Intel Xeon E5-2620 v3 2.4GHz,15M Cache,8.00GT/s QPI, Turbo, HT, 6C/12T (85W)  
Max Mem
- Memory / Max - 2 x 16GB RDIMM, 2133MT/s, Dual Rank, x8 Data Width (8/12 max DIMM slots)
- HD Capacity - 2 x 500GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (max 8 HDD)
- Optical - DVD+/-RW SATA Internal
- RAID - PERC H730P Integrated RAID Controller, 2GB Cache
- Onboard NICs - On-Board LOM 1GBE (Quad Port)
- Power Supplies - Single, Hot-plug Power Supply (1+0), 550W
- Static Rail - Ready Rails, Sliding Rails With Cable Management Arm
- Keyboard - USB Keyboard
- Mouse - USB Optical Mouse
- Warranty - Three (3) years next Business Day On Site
- OS - Windows Server 2012
- Other Requirements - Two (2) KVA UPS

**DASHBOARD REQUIREMENTS**

Applications for all the modules shall have a “dash

board” functionality that shall retrieve and display statistical requirement of the implementing agency. The dashboard will be displayed on the implementing agency local server which will be compatible with most web browsers and available to work on any operating system.

The dash board will be design with a catchy and simple template with clear representation of data and information, at the same time the graphics will be simple to reduce the required time for processing.

1. Information and data will be presented in form of charts and graphs that displays statistics with the ability to choose different time scales (today, yesterday, last week, last month, last year and date range).
2. The dash board will contain the administrator’s access to all data that will be displayed in the monitor with the ability to download all information and graphs in supported file format.
3. The following set of functions will be optionally available in the results portion of the dash board. The results of the report are either represented in a separate browser window (the default behavior), or from within the dash board for result types of instruments.
  - a. Print – this will send the report as displayed to the printer.
  - b. Save – this will save the report in its presentation format to the file system.
  - c. Save As – this will allow the user to save the file to a fixed set of alternate formats. One example would be PDF.
  - d. Email – this will email the report to another user.
  - e. View info – this will launch a default browser page form for the selected item
  - f. View file – this will launch the selected file (by query) from the database for viewing.
4. Refresh Rate – this property will determine how often the dashboard will automatically refresh the data for the active dash board panel. A selection from manual refresh, 5 second, 2 minutes, 5 minutes, 15 minutes and 30 minutes refresh rate is required.
5. The following enumerates the list of dashboard panels:
  - a. List of Reminders
  - b. Bar Graph of transactions received for past 7 days
  - c. Pie Chart of Breakdown of employees transactions (by location/by type

(Ex. Gender/Age/Rank, etc.)

## **DATABASE REQUIREMENTS FOR ALL MODULES**

The database will contain MARINA Employees Record for easy tracking and reference. At the minimum, the database must have following features:

### **Internals and Portability**

- Works on many different platforms.
- Uses multi-layered server design with independent modules.
- Designed to be fully multi-threaded using kernel threads, to easily use multiple CPUs if they are available.
- Provides transactional and non transactional storage engines.
- Uses very fast B-tree disk tables (My ISAM) with index compression.
- Designed to make it relatively easy to add other storage engines. This is useful if you want to provide an SQL interface for an in-house database.
- Uses a very fast thread-based memory allocation system.
- Executes very fast joins using an optimized nested-loop join.
- Implements in-memory hash tables, which are used as temporary tables.
- Implements SQL functions using a highly optimized class library that should be as fast as possible. Usually there is no memory allocation at all after query initialization.
- Provides the server as a separate program for use in a client/server networked environment, and as a library that can be embedded (linked) into standalone applications. Such applications can be used in isolation or in environments where no network is available.

### **Data Types**

- Many data types: signed/unsigned integers 1, 2, 3, 4, and 8 bytes  
long, FLOAT, DOUBLE, CHAR, VARCHAR, BINARY, VARBINARY, TEXT, BLOB, DATE, TIME, DATETIME, TIMESTAMP, YEAR, SET, ENUM, and Open GIS spatial types.
- Fixed-length and variable-length string types.

### **Statements and Functions**

- Should have a full operator and function support in the SELECT list and WHERE clause of queries
- Should have a full support for SQL GROUP

	<p>BY and ORDER BY clauses. Support for group functions (COUNT(), AVG(), STD(), SUM(), MAX(), MIN(), and GROUP_CONCAT()).</p> <ul style="list-style-type: none"> <li>• Should have a support for LEFT OUTER JOIN and RIGHT OUTER JOIN with both standard SQL and ODBC syntax.</li> <li>• Should support for aliases on tables and columns as required by standard SQL.</li> <li>• Should support for DELETE, INSERT, REPLACE, and UPDATE to return the number of rows that were changed (affected), or to return the number of rows matched instead by setting a flag when connecting to the server.</li> <li>• Should support for MySQL-specific SHOW statements that retrieve information about databases, storage engines, tables, and indexes. Support for the INFORMATION_SCHEMA database, implemented according to standard SQL.</li> <li>• An EXPLAIN statement to show how the optimizer resolves a query.</li> <li>• Independence of function names from table or column names.</li> <li>• You can refer to tables from different databases in the same statement.</li> </ul> <p><b>Security</b></p> <ul style="list-style-type: none"> <li>• Should have a privilege and password system that is very flexible and secure, and that enables host-based verification.</li> <li>• Should have a password security by encryption of all password traffic when you connect to a server.</li> </ul> <p><b>Scalability and Limits</b></p> <ul style="list-style-type: none"> <li>• Should support for large databases.</li> <li>• Should support for up to 64 indexes per table.</li> </ul> <p><b>Connectivity</b></p> <ul style="list-style-type: none"> <li>• Clients can connect to My SQL Server using several protocols:</li> <li>• Clients can connect using TCP/IP sockets on any platform.</li> <li>• On Windows systems, clients can connect using named pipes if the server is started with the enable-named-pipe option. Windows servers also support shared-memory connections if started with the shared-memory option. Clients can connect through shared memory by using the protocol=memory option.</li> <li>• On Unix systems, clients can connect using Unix domain socket files.</li> </ul>	
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**ADDITIONAL SYSTEM SPECIFICATION FOR ALL MODULES**

- The Provider shall ensure that all the software licenses needed for successful deployment and implementation of the **Human Resource Management Information System (HRMIS)** will be provided.

**TECHNOLOGY TRANSFER**

- The winning bidder must provide free technology transfer for the proposed products. The end user training / workshop can either be conducted in MARINA’s premises or vendors training center.
- The bidder must provide a comprehensive training program to all of the implementing agencies endorsed personnel that will be involved in the implementation and operation of the modules for the implementing agencies. The bidder must list all personnel to be trained, sequence of training by group or subgroup and timing required to meet the requirements of the implementation plan.
- The type of training will depend on the function of the participants such as but not limited to System Administration, Database Management, Network Administration, Security Administration, Content Management and others that are deemed necessary in the proper implementation of the modules.

The numbers of participants to be trained are as follows:

1. Three (3) personnel for System Maintenance and Development
  2. Three (3) personnel for Systems Administration
  3. Three (3) personnel for Database Management
  4. Three (3) personnel for Security Administration
  5. Forty (40) personnel for End-User
- The training must be detailed enough for the technical participants to be able to completely operate and maintain the whole project. The training must also include trouble shooting, preventive maintenance, and business continuity planning/testing, etc.
  - Appropriate training manuals must be provided for each participant. Training manuals must be easy to understand and comprehend.
  - Training and Technology Transfer should be conducted before final project acceptance.

**PROJECT TIME FRAME**

The project should be completed within the period of

- Three (3) months for
  - a. Data Gathering, system investigation and system design
  - b. Software Development
  - c. Data Migration
- One (1) month for
  - d. User Acceptance and Testing
  - e. Training

**DOCUMENTATION**

- The winning bidders must provide complete documentation for every deliverable and at every end of each development stage and milestone which will be submitted to Maritime Industry Authority for approval. The documentation must include all the source codes of the application systems. All documents shall be owned by the Maritime Industry Authority and shall reserve the right to reproduce at no additional cost. All documentation must be written in English and must be available in both soft and paper formats.
- The winning bidder must provide user and system manuals and technical materials of all IT equipment including all of its components. Complete documentation of hardware, software, utility and CDs must be provided including the inventory of components and serial numbers.
- Maritime Industry Authority will have Intellectual Property Rights over the source codes.

**BACKUP AND RECOVERY**

- The bidder should develop backup procedures and policies in maintaining the application system.
- The bidder should submit a Disaster Recovery Program/Plan. The plan must be detailed enough for all possible disaster such as power outage, computer failure, natural calamities or human error. It must contain the comprehensive procedures necessary to resume to its normal operation in the least possible time. Moreover, the responsibilities of the people involved in the operation must be thorough.

**TECHNICAL SUPPORT**

- The Bidder shall provide technical support via telephone/fax, on-site assistance to resolve technical and other related problems. Resolution can be delivered in the form of telephone, electronic and/or on-site resolution. It shall refer to a condition wherein the

reported problem is resolved by the Bidder to the satisfaction of the end user.

- The Bidder shall resolve a problem within twenty four (24) hours after it was reported by MARINA thru fax, telephone or email.
- The Bidder/developer shall provide portal intended for monitoring/discussion and reporting on the process of development and implementation.

#### **WARRANTIES OF THE CONTRACTOR**

- The Bidder warrants that it shall conform strictly with the terms and conditions of this Terms of Reference.
- A warranty period of twelve (12) months shall commence upon issuance of the Certificate of Acceptance.
- The Bidder shall neither assign, transfer, pledge, nor subcontract any part or interest therein.

#### **CONFIDENTIALITY OF DATA**

- The Bidder shall document detailed procedures/techniques in identifying systems security risks and breach(es) and how such shall be handled.
- The **Human Resource Management Information System (HRMIS)**, its modules, specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as “Proprietary Information”) are confidential and proprietary to the Maritime Industry Authority (MARINA).
- The Bidder agrees to hold the Proprietary Information in strict confidence. Bidder furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the Maritime Industry Authority (MARINA).

#### **VENDOR QUALIFICATIONS**

- The Bidder shall have at least three (3) years of experience in design, development, delivery, installation, testing and commissioning of Information System.
- The Bidder should have been operating in the Philippines for three (3) years and is registered with SEC or DTI.

- At least three (3) similar projects in design, development, delivery, installation, testing and commissioning of Information System. This should be vouched by a Certificate of Completion from at least one Government Agency in the Philippines.

**VENDOR RESPONSIBILITIES**

- To protect sensitive data, the developer/vendor shall sign a Non-Disclosure Agreement (NDA) to protect the data in the system. Likewise, all personnel of the vendor that is involved in the project shall sign an NDA.
- Submits weekly status report detailing the accomplishments, project risks and issues, and next tasks.
- Shall assign the following personnel for the development and implementation of the project
  - One (1) full time Project Manager
  - One (1) Systems Analyst (with experience in Systems Analysis and Design)
  - At least Two (2) full time Developers (experience in web development and Java)
  - Database Administrator
  - End-User Trainer
- Perform capacity planning and provide hardware and network recommendations to ensure sufficient infrastructure is in place prior to full rollout.
- Perform web vulnerability assessment / penetration testing to verify the security configuration of the application.
- Ensure all deliverables are submitted on time.
- Ensures that key project risks that impact the project are monitored and visible to all project stakeholders.
- Provides warranty and 8 to 5 technical support for 1 year after the system has been deployed for production use.
- The vendor shall provide all the software licenses needed to ensure successful deployment and implementation of the **HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS)**
- The vendor shall provide 1 year warranty and support for the system after the system has been rolled-out to production.
- Provision of all documentation (user, administrative and technical) to MARINA personnel including necessary handover and training. Documentation shall include, but not limited to the following:
  - User Documentation
    - Requirements Specification
    - User’s Manual / FAQ

	<ul style="list-style-type: none"> <li>- Administration Manual <ul style="list-style-type: none"> <li>▪ Technical Documentation</li> <li>▪ Technical Architecture</li> </ul> </li> <li>- Architecture Framework</li> <li>- Class Diagram, Sequence Diagram</li> <li>- Entity-Relationship Diagram</li> <li>- Database Schema</li> <li>- Database Dictionary <ul style="list-style-type: none"> <li>▪ System Installation Manual</li> <li>▪ Source Codes</li> </ul> </li> </ul> <p><b>MARINA OPTION</b></p> <ul style="list-style-type: none"> <li>• The Maritime Industry Authority technical personnel must review and conduct a software and hardware evaluation of the delivered service and equipment based on its functions. MARINA will also conduct User Acceptance and Testing for all customized/developed software components. All deliverables mentioned above should be checked by MARINA technical personnel and complied by the vendors before the final acceptance and turnover of the project. The MARINA will retain ownership over, and control of, all data and portal operations relevant.</li> </ul>	
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**Bidders must state in the statement of compliance either “Comply” or “Not Comply” against each of the individual parameters of each Specification.**

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Name of Company in Print

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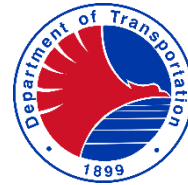
Signature Printed Name of Authorized Representative

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Date



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## **Section VIII.**

# **Bid Form & Annexes**

COMPANY LETTERHEAD

Annex "A"

**Statement of ongoing government & private contracts**

***Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)***

Statement of all its ongoing government and or private contracts within the last two (2) years, including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of client	Name of Contract	Date and status of contract	Kinds of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

**CERTIFIED CORRECT:**

\_\_\_\_\_  
 Name and Signature of Authorized Representative

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Date

COMPANY LETTERHEAD

Annex "B"

**Statement of Single Largest Contract**

*Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*

Statement of Single (1) Largest Completed Contract of Similar nature within the last **two (2) years** from the date of submission and receipt of bids amounting to atleast fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Official Receipt No. & date or Enduser's Acceptance Date (Attached Copy)

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



COMPANY LETTERHEAD

*Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*

**Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is \_\_\_\_\_ (P\_\_\_\_\_ ) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

$$NFCC = (CA - CL) (15) - C$$

Where:

CA = Current Assets

CL = Current Liabilities

C = value of all outstanding or uncompleted portions of the Projects under going contracts, including awarded contracts Yet to be started coinciding with the contract for this Project

**NOTE:**

**The values of the bidder's current assets and current liabilities shall be based on the Audited Financial Statement submitted to the BIR.**

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_17

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_

Date

*Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*

**Joint Venture Agreement**

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT**

**VENTURE**, executed by:

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as “.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as “.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as “.....”; (hereinafter referred to collectively as “Parties”)

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY, NBP**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY, NBP** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINABAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that

our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

Bidder's Representative/Authorized Signatory

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

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

COMPANY LETTERHEAD

Annex "E"

Republic of the Philippines)
City of \_\_\_\_\_ s.s.
x --- x

Bid Securing Declaration

Invitation to Bid/Request for Expression of Interest: Bid Reference No.

I/We, the undersigned, declared that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two(2) years upon receipt of blacklisting order; and, (b) I will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, if I have committed any of the following actions:
(i) Withdrawn my bid during the period of bid validity required in the Bidding Documents; or
(ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I/We understand that this bid-securing declaration shall cease to be valid on the following circumstances:
(a) Upon expiration of the bid validity period, or any extensions thereof pursuant to your request;
(b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and if I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
(c) I am declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and responsive Bid, and I have furnished the performance security and signed the contract.

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

(Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE)

(Insert signatory's legal capacity)
affiant

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

Witness my hand and seal this \_\_\_\_\_ day of (month)(year).

NAME OF NOTARY PUBLIC
Serial No. of Commission
Notary Public for until Roll of
Attorneys No. \_\_\_\_\_
PTR No. \_\_\_\_\_, (date issued), (place issued)
IBP No. \_\_\_\_\_, (date issued), (place issued)

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

COMPANY LETTERHEAD

***Omnibus Sworn Statement***

Annex "H"

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

**A F F I D A V I T**

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

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

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

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

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

- a) *If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for ***Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*** of the ***MARITIME INDUSTRY AUTHORITY***, as shown in the attached duly notarized *Special Power of Attorney*;
- b) *If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for ***Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*** of the ***MARITIME INDUSTRY AUTHORITY***, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;
3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the ***Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)***
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

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

**NAME OF NOTARY PUBLIC**

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

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

of Attorneys No. \_ PTR No. \_

\_\_\_\_\_ [date issued], [place issued]

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

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Book No.  
Series of

**Compliance to Existing Labor Laws & Standards**

*Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*

Date of opening of bids \_\_\_\_\_

I, \_\_\_\_\_ (Name of the representative of the bidder \_\_\_\_\_) of legal age, with residence and address at \_\_\_\_\_, after having been sworn to in accordance with law, hereby depose and say:

1. That I am the position of the representative of the bidder of Name of the bidder;
2. That our firm/company shall abide with the existing labor laws and standards, rules and regulations of the department of Labor and Employment (DOLE) in connection with the implementation of the project.
3. That if our firm/company violates any rules and regulations as prescribed for DOLE, I will accept any sanctions that may be imposed on our firm.

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

AFFIANT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines

NOTARY PUBLIC

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PageNo. \_\_\_\_\_  
BookNo. \_\_\_\_\_  
Series of 2018





Republic of the Philippines  
 Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



**Annex "J"**

Bid Form :  
 Date : \_\_\_\_\_  
 Bid Reference No. \_\_\_\_\_

To: **BIDS AND AWARDS COMMITTEE**  
**MARITIME INDUSTRY AUTHORITY**  
 Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)** in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] **or such other sums as** may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause of the Bidding Documents.

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

(signature over Printed Name)

[in the capacity of]

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



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## **Financial Bid Form**

Annex "J-1"

*Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)*

Description	Quantity	ABC	TOTAL BID PRICE (inclusive of VAT)
<i>Supply, Delivery, Installation, Testing and Commissioning of Human Resource Management Information System (HRMIS)</i>	1 LOT	<b>₱1,284,000.00</b>	
<b>Total Bid Price Inclusive of VAT in Words</b>			

\_\_\_\_\_  
*[signature overprinted name]*

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