



Social Security System
East Avenue, Diliman, Quezon City

PHILIPPINE BIDDING DOCUMENTS

Fifth Edition - October 2016

Procurement of GOODS

**ONE YEAR CONTRACT FOR HUMAN
RESOURCE SERVICES FOR CLERICAL AND
SPECIAL PROJECTS**

ITB-SSS-GOODS-2019-012
JANUARY 2019

Government of the Republic of the Philippines

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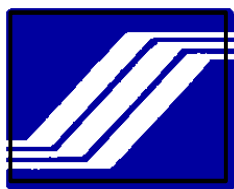
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Section I. Invitation to Bid



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Invitation to Bid
ITB-SSS-Goods-2019-012

**ONE-YEAR CONTRACT FOR THE HUMAN RESOURCE SERVICES FOR
 CLERICAL AND SPECIAL PROJECTS**

<i>Approved Budget for the Contract (ABC) and Source of Fund</i>	<i>Delivery/ Completion Period</i>	<i>Price of Bid Documents (non-refundable)</i>	<i>Date/Time</i>	
			<i>Pre-bid Conference</i>	<i>Deadline of Submission and Receipt of Bids</i>
P 299,993,919.08 <i>Source of Fund: 2019 Corporate Operating Budget (COB) – MOOE</i>	Sixty (60) calendar days	P37,500.00	February 15, 2019 (Friday) 2:30p.m.	March 1, 2019 (Friday) 2:00p.m.

1. The **SOCIAL SECURITY SYSTEM** now invites Bids for the above item. Delivery of the GOODS is required within the period specified above. **Bidders should have completed within three (3) years prior to the date of submission and receipt of bids, a contract similar to the Project.** The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Section II - Instruction to Bidders.
2. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
3. Bidding shall be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Interested bidders may obtain further information from the SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00a.m. to 5:00p.m.
5. **A complete set of Bidding Documents may be acquired by interested bidders starting 6 February 2019 up to the scheduled submission and receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment shall be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be **downloaded free of charge** from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The SSS shall hold a Pre-Bid Conference on the date and time specified above at the Green Room, 12th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.
7. Bids must be duly received by the BAC Secretariat at the Green Room, 12th Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on the date & time specified above at the Green Room, 12th Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids shall be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
9. The SSS reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
11. For further information, please refer to:

Bids & Awards Committee

The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.

Tel # (632) 922-1070; 920-6401 local 5492/6382

Email – bac@sss.gov.ph

Facsimile number – (632) 924-7380

**THE CHAIRPERSON
BIDS & AWARDS COMMITTEE**

ref.: itb-sss-goods-2019-012-HR-services

Section II. Instructions to Bidders

A. 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 Specifications.
- 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 RA 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.

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 3.

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

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. Bidding Forms 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 any way.
- 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.

B. 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.

C. 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. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (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. Bidding Forms.

- (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. 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 exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

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 of bids.
- 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 its bid.

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 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%)

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 a period 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. Bidding Forms 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.

- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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 21;
 - (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.

D. 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**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

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.

- 24.9. 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.
- 24.10. 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.

E. 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.

F. 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 valid JVA, if applicable, within ten (10) calendar days from receipt of the Notice of Award;
 - (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 RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

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.	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 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.	Thirty percent (30%)

- 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.

Section III. Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.2	<p>The name of the Contract is <i>One Year Contract for Human Resource Services for Clerical and Special Projects</i>.</p> <p>The identification number of the Contract is <i>[ITB-SSS-Goods-2019-012]</i>.</p> <p>The lot(s) and reference is/are:</p> <p><i>This is a single lot for the One-Year Contract for Human Resource Services for Clerical and Special Projects</i></p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>2019 SSS Approved Corporate Operating Budget – Maintenance and Other Operating Expenses</i> in the amount of <i>Php 299,993,919.08</i>.</p> <p>The name of the Project is: <i>One-Year Contract for Human Resource Services for Clerical and Special Projects</i></p>
3.1	No further instructions.
5.1	The Bidder should not have any pending case filed against the SSS, its employees and officials.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within 3 years prior to the submission and opening of bids, 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 <i>Supply of Human Resource Services</i>.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	“Not applicable”.
9.1	The SOCIAL SECURITY SYSTEM will hold a pre-bid conference for this Project as indicated in the Advertisement.
10.1	<p>The Procuring Entity’s address is:</p> <p><i>The Chairperson</i> <i>BIDS AND AWARDS COMMITTEE</i> <i>2nd Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i> <i>Tel No: (632)922-2991, 922-1070, 920-6401 loc.5491</i> <i>E-mail: bac@sss.gov.ph</i> <i>Facsimile number: (632) 924-7380</i> <i>Website: http://www.sss.gov.ph</i></p>

12.1(a)	<p><i>First Envelope:</i></p> <p>(i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA9184. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.</p> <p>(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 within the period of 3 years. The statement shall include, for each contract, the following:</p> <p>(ii.1) name of the contract;</p> <p>(ii.2) date of the contract;</p> <p>(ii.3) contract duration;</p> <p>(ii.4) owner’s name and address;</p> <p>(ii.5) kinds of Goods;</p> <p>(ii.6) amount of contract and value of outstanding contracts;</p> <p>(ii.7) date of delivery; and</p> <p>(ii.8) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</p> <p>(iii) Statement of Single Largest Completed Contract similar to the project to be bid equivalent to at least 50% of the ABC.</p> <p>(iv) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank;</p> <p>(v) JVA or the Duly Notarized Statement in accordance with Section 23.1 (b) of the 2016 Revised IRR of RA9184, if applicable</p> <p>(vi) 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 following schedule:</p> <table border="1" data-bbox="529 1714 1390 2270"> <thead> <tr> <th data-bbox="529 1714 1019 1816">Form of Bid Security</th> <th data-bbox="1019 1714 1390 1816">Amount of Bid Security (Not less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td data-bbox="529 1816 1019 1963">Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td> <td data-bbox="1019 1816 1390 2270" rowspan="2">Two percent (2%) or Php 5,999,878.38</td> </tr> <tr> <td data-bbox="529 1963 1019 2270">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.</td> </tr> </tbody> </table>	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)	Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%) or Php 5,999,878.38	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.
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)					
Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%) or Php 5,999,878.38					
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.						

	<p>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%) or Php 14,999,695.95</p>
<p>* Bank issued securities must be issued by a universal/commercial bank. * Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security. * Bid Securing Declaration must be notarized by a duly commissioned Notary Public.</p> <p>(vii) Technical Proposal/Specifications</p> <p>(a) Statement of Compliance with the Technical Specifications , as enumerated and specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications) of the Bidding Documents;</p> <p>(viii) Omnibus Sworn Statement (form supplied in the BTB)</p> <p>(a) Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.3 of RA 9184 and its 2016 Revised IRR notarized by a duly commissioned Notary Public.</p> <p>(i) Statement attesting to the Bidder’s responsibilities pursuant to ITB Clause 6.</p> <p>(ii) That it is not “blacklisted” or barred from bidding the GOP or any of its agencies, offices, corporations or LGUs, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;</p> <p>(iii) 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;</p> <p>(iv) That it authorizes the SOCIAL SECURITY SYSTEM or its duly authorized representative(s) to verify all the documents submitted;</p> <p>(v) 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;</p> <p>(vi) That it complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and</p> <p>(vii) That it complies with existing labor laws and standards. The winning bidder/supplier shall also:</p> <p>a. Comply with the provisions of the Social Security Law (Republic Act No. 1161, as amended) and all labor and social legislations, rules, and regulations.</p> <p>b. SSS has the option to deduct from the contract the contract price any delinquency amount due to SSS.</p>		

	(viii) 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.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within 3 years prior to the deadline for the submission and receipt of bids.
13.1(a)	<i>Second Envelope</i> Financial Proposal 1. Cost Proposal (Form Supplied) 2. Bid Breakdown (Form Supplied)
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is <i>Php 299,993,919.08</i> . Any bid with a financial component exceeding this amount shall not be accepted. Administrative fee must not be less than 10% but not more than 15%.
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not applicable.
15.4(b)(ii)	No incidental services are required.
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 for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: 1. The amount of not less than <i>Php 5,999,878.38</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <i>Php 14,999,695.95</i> if bid security is in Surety Bond.
18.2	The bid security shall be valid for one (1) year reckoned from the date of the submission and opening of bids.
20.3	Each Bidder shall submit five (5) sets. 1. One (1) Envelope marked ORIGINAL; and 2. Four (4) Envelopes marked COPY NO. ____ .

21	<p>The address for submission of bids is the Social Security System's:</p> <p>BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i></p> <p>The deadline for submission of bids is indicated in the Bid Bulletin.</p>
24.1	<p>The place of bid opening is the Social Security System's:</p> <p>BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i></p> <p>The date and time of bid opening is indicated in the Bid Bulletin.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p>Grouping and Evaluation of Lots –</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
28.4	No further instructions.
29.2	<p>The bidder with the lowest calculated bid as evaluated shall submit within non-extendible five (5) calendar days upon written notice the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS); 2. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months (July 2018 to December 2018) filed electronically (EFPS) .
32.4(f)	No additional requirement.

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. At least one percent (1%) but shall not exceed five percent (5%) 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 of 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%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) 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 fully met.

- 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) afore-mentioned, 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.

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through SSS 2019 Approved Corporate Operating Budget – Maintenance and Other Operating Expenses in the amount of Php 299,993,919.08.
1.1(k)	The Project sites are defined in Annex A.1 and A.2
2.1	No further instructions.
5.1	The SOCIAL SECURITY SYSTEM's address for Notices is: THE CHAIRPERSON BIDS AND AWARDS COMMITTEE <i>2nd Floor, SSS Main Building East Avenue, Diliman, Quezon City Tel. No. (632) 922-2991; 922-1070; 920-6401 local 5492 Email: bac@sss.gov.ph Facsimile number: (632) 924-7380 Website: http://www.sss.gov.ph</i> The Supplier's address for Notices refers to winning bidder.
6.2	<ol style="list-style-type: none"> 1. The WINNING BIDDER shall provide the required number of service personnel as stipulated in the Contract. However, SSS reserves the right to reduce or increase the required number of service personnel anytime before or during the contract period. Addition/reduction of the number of required service personnel may be due to absorption/regularization of service personnel, completion/termination of special project or attrition. 2. The WINNING BIDDER shall consider the existing qualified Contract of Service (COS) or Job Order (JO) workers of the SSS in its hiring and assignment of service personnel to SSS.

	<p>3. The WINNING BIDDER shall also provide service personnel (new hires), as required by SSS, who possess the following minimum qualifications:</p> <ul style="list-style-type: none"> a. Clerical <ul style="list-style-type: none"> i. College graduate of four (4) year course; ii. Civil Service Professional eligible; iii. Physically and psychologically fit; iv. With good moral character and has not been convicted of a crime/offense involving moral turpitude; v. Computer literate with basic knowledge in office automation, if applicable; b. Professional/Technical/Specialized <ul style="list-style-type: none"> i. College degree holder in the relevant field; ii. Preferably with the appropriate eligibility in the required profession; iii. Preferably has the required training of the position; iv. Physically and psychologically fit; v. With good moral character and has not been convicted of a crime/offense involving moral turpitude; vi. Computer literate with basic knowledge in office automation; vii. Preferably with at least one (1) year of relevant experience; and viii. Shall have passed the examination and interview by the SSS. c. Skilled <ul style="list-style-type: none"> i. At least high school graduate, with appropriate license (if required by the job); ii. Physically and psychologically fit; iii. With good moral character and has not been convicted of a crime/offense involving moral turpitude; iv. With at least one (1) year of relevant experience. v. Drivers to be assigned in SSS shall have undergone practical test, psychological test,
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	<p>and seminars on road safety and traffic efficiency rules; and must have no outstanding traffic violations or any record of reckless imprudence; and shall have at least a satisfactory periodic assessment rating.</p> <ol style="list-style-type: none"> 4. The WINNING BIDDER shall only assign service personnel at the SSS who have been well screened, passed the proficiency, aptitude, intelligence and/or psychological tests, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well groomed, and physically and mentally fit. 5. The WINNING BIDDER shall, at its own expense, conduct the employment screening process which shall include, among others, written examination, medical examination, and background investigation. 6. The WINNING BIDDER shall accept all referred applicants of the SSS but subject to their passing of the employment screening process. 7. The WINNING BIDDER shall provide SSS with a list of service personnel to be assigned at SSS before deployment to respective areas of assignment and submit a copy of information sheet with the following information as contained in ANNEX B. 8. Upon request, the WINNING BIDDER shall provide SSS, free of charge, with certified true copies of the following per service personnel: <ul style="list-style-type: none"> • Transcript of Records • Certificate of Employment/ Seminars/ Trainings • Certificate of Eligibility/ Board Rating • Birth Certificate • Marriage Contract (if married) • NBI Clearance • Medical Certificate • Drug Test Result • Psychological/ IQ Exam Result • Character reference report from previous employer/s, if applicable • Other pertinent records (e.g. performance ratings) 9. The WINNING BIDDER shall provide at least one (1) designated coordinators (who is not a service
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	<p>personnel assigned in the SSS) each for the Main Office, NCR, Luzon, Visayas, and Mindanao who shall address all concerns regarding the applications, assignment, attendance, performance appraisal, and other related matters.</p> <p>10. Within ten (10) days upon the effectivity of the Contract, the WINNING BIDDER shall conduct an orientation seminar or briefing to all service personnel regarding the provisions of the Contract, particularly on matters affecting their employment.</p> <p>11. The WINNING BIDDER and its service personnel deployed at SSS shall agree to abide by the internal rules, regulations, and policies promulgated by the SSS and the departments/offices in particular. For this purpose, all service personnel, prior to their deployment, shall be required to undergo an orientation seminar or briefing to be conducted by SSS.</p> <p>12. The WINNING BIDDER shall provide the service personnel in accordance with the scope of service/work, standards, methodology, and approved human resources complement and deployment of SSS.</p> <p>Each service personnel shall be required to render a minimum of eight-hour service daily. Only when required by the SSS shall a service personnel be allowed to work during the holidays, weekends and after office hours.</p> <p>13. The WINNING BIDDER shall, at its own expense, provide additional training for its service personnel as may be required for the performance of their jobs or as may be required by SSS. The WINNING BIDDER shall be informed of this to make the necessary arrangements with SSS or any organization to conduct the training/seminar.</p> <p>14. The WINNING BIDDER shall, at its own expense, conduct annual medical examination of all of its service personnel and provide a summary of medical results of all assigned service personnel to SSS through the OPSD every 15th of December. The annual medical examination shall include the following:</p> <p style="padding-left: 40px;">1. Hematology and Serology (Blood Test)</p>
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	<ul style="list-style-type: none"> a. Blood and Rh Typing b. Blood Count c. HBsAg (RAPID) / Hepatitis B Screening d. Fasting Blood Sugar Test <p>2. Radiographic Report: Chest PA X-ray</p> <p>3. Clinical Microscopy</p> <ul style="list-style-type: none"> a. Urinalysis b. Fecalalysis <p>4. Drug Test</p> <ul style="list-style-type: none"> a. Methamphetamine b. Tetrahydrocannabinol <p>15. The WINNING BIDDER shall provide appropriate office uniforms, nametags and Anti Red Tape Act (ARTA) Identification Cards to the service personnel appropriate to their positions. The type of uniforms to be used shall require the prior approval of the SSS. The cost of these shall be on the account of the WINNING BIDDER and not to be deducted from the salaries of the service personnel.</p> <p>16. The WINNING BIDDER shall be required to evaluate the performance of its service personnel in coordination with the units where the concerned service personnel are assigned. The performance rating form shall be based on the required functions of the service personnel.</p> <p>17. Should the SSS Head of Unit decide that a certain service personnel be replaced or recalled, the necessary recommendation should be filed with the OPSD, which shall evaluate the basis thereof. If OPSD finds the request meritorious, it shall send a written notice to the WINNING BIDDER. The reason for such request is not required to be indicated in the notice.</p> <p>18. The WINNING BIDDER shall provide the requested replacement for any recalled/resigned personnel within the period prescribed by the OPSD. Failure of the WINNING BIDDER to replace on time shall be a ground for the imposition of prescribed penalty in accordance with the GCC Clause 21.1 of the SCC on the total monthly billing rate/cancellation of the contract.</p>
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	<p>19. The WINNING BIDDER shall maintain the required level of performance throughout the period of the contract based on a prescribed set of performance criteria set by the SSS.</p> <p>The performance criteria to be applied shall include, among others, the following:</p> <ul style="list-style-type: none">a. Quality of Service;b. Discipline;c. Communication Effectiveness/ Working Relationships;d. Compliance with Wage, Benefits, and Labor Standards;e. Overall Performance of Service Firm and its personnel; andf. Compliance with Other Contract Terms and Conditions. <p>At the end of each semester, the SSS shall conduct an assessment or evaluation of the performance of the WINNING BIDDER based on the performance criteria set by the SSS to be issued prior to award of contract.</p> <p>Based on its assessment, the SSS may terminate the contract for failure by the WINNING BIDDER to obtain the required level of performance.</p> <p>20. The WINNING BIDDER's Performance Bond shall cover any damages or losses that may arise directly or indirectly, attributable to the negligence or misbehavior or direct participation of the service personnel assigned by the WINNING BIDDER. In case the bond is not sufficient to cover such losses or damages, the WINNING BIDDER shall have to pay the balance directly to SSS within three (3) days upon receipt of notice.</p> <p>21. The WINNING BIDDER shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippine Health Insurance Fund, and Home Development Mutual Fund.</p>
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	<p>22. The WINNING BIDDER shall report all service personnel as its employees to the SSS for coverage and their contribution as well as all amortization for salary/education/calamity and other SSS loans shall be updated.</p> <p>23. All obligations under the provisions of the above-enumerated laws, other related pertinent statutes and existing SSS Internal Rules and Regulation presently in force and effect shall be complied with and strictly observed.</p> <p>24. Should the WINNING BIDDER fail to comply with its obligations under the provisions of the SS Law, Employees Compensation and other related pertinent statutes presently in force and effect, the SSS shall have the option to either rescind the Contract or deduct from the service fee any amount due and demandable from the WINNING BIDDER for its obligations to the SSS, including interest and penalties, if any. This option is without prejudice on the right of the SSS to forfeit the bond filed by the WINNING BIDDER, as well as to avail of other remedies provided for by law.</p> <p>25. The WINNING BIDDER warrants that the contract does not create an employer-employee relationship between SSS and the WINNING BIDDER and its personnel; that the services rendered by the personnel assigned by the WINNING BIDDER to the SSS in the performance of its obligation under the Contract do not represent government service and will not be credited as such; that its service personnel assigned in the SSS are not entitled to benefits enjoyed by SSS's officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, Christmas Gift or Bank Certificates, etc.; that these service personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of the SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job.</p>
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	<p>26. The WINNING BIDDER shall assume full responsibility on any claim for any compensation on injuries/deaths from accidents of the service personnel it assigned to the SSS in connection with the performance of their duties and shall free SSS from any legal suit or liabilities in connection therewith.</p> <p>27. The WINNING BIDDER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present within the duration of the term of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as the copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments thereon. Failure by the WINNING BIDDER to comply with the foregoing shall entitle the SSS to suspend payment of the Contract Price for the services rendered by the former.</p> <p>28. The SSS shall withhold and deduct from the amount due to the WINNING BIDDER the amount equivalent to five percent (5%) and two percent (2%) of the total service cost for the value added tax and expanded withholding tax, respectively, for remittance to BIR.</p> <p>29. Confidentiality clause:</p> <p>a. Except with the prior written consent of SSS, the WINNING BIDDER and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the performance of the services, nor the WINNING BIDDER and its personnel make public the actions or recommendations formulated in the course of, or as a result of, the services. For purposes of this clause, “Confidential Information” means all information classified as confidential by reason of statute, court order, administrative policy or mutual agreement; or records and reports submitted by the employer or the member to the SSS pursuant to Section 24 (c) of the SS Law, as amended, as well as information not yet made public including all pending cases, information or records concerning the work of any SSS official or employee, which includes among others notes, drafts, research papers, internal discussions, internal memoranda,</p>
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	<p>records of internal deliberations and similar papers.</p> <p>b. The WINNING BIDDER shall oblige each personnel or representatives who may be exposed to the Confidential Information to keep such information confidential.</p> <p>c. The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Contract.</p> <p>d. In the event of a breach by the WINNING BIDDER or any of its employees/representatives of any provision in the Contract, the WINNING BIDDER shall indemnify SSS for any loss, damage or expense caused by such breach in addition to any relief to which it may be entitled to under the law. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. The person who is responsible for the breach of the Confidentiality Clause may also be held criminally liable.</p> <p>e. The WINNING BIDDER shall fully comply with Republic Act 10173 (Data Privacy Act of 2012).</p> <p>30. WARRANTIES of the WINNING BIDDER during the effectivity of the Contract:</p> <p>a. It shall fulfill and comply with all its obligations of the Contract.</p> <p>b. All its licenses, certificates of registrations, permits and clearances from national and local government agencies/units (e.g. Securities and Exchange Commission (SEC), Department of Labor and Employment (DOLE) and Mayor's Office) to operate as Human Resources Agency shall remain valid and subsisting.</p> <p>c. It shall, as employer of the service personnel, comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, maternity/paternity leave and other labor related benefits as well as remittances or payment of the appropriate amount or contributions/payment (e.g. SSS,</p>
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	<p>EC, PagIBIG, Philhealth and taxes) with concerned government agencies/offices.</p> <p>d. It shall continue to possess substantial capital and investment, such as but not limited to skilled, qualified and/or trained personnel, independent office, equipment, supplies, materials, uniforms and other paraphernalia it has and will directly and actually use in the conduct of its operations, and shall undertake its business on its own account and responsibility.</p> <p>e. It shall maintain its good standing as an independent business enterprise and as a qualified and competent human resources service provider, financially capable of rendering to the public all services herein contracted, and shall, obtain all necessary licenses, permits, authorizations and registrations, and comply with all laws, ordinances, and regulations required of all similar agencies.</p> <p>f. As proof of its financial capacity, it shall submit its audited financial statements and income tax returns to the SSS at the end of the 1st year of the contract.</p> <p>g. Upon written request of the SSS, submit within five (5) calendar days such papers, documents or information pertaining to the compliance by the WINNING BIDDER of its warranties and guarantees.</p> <p>31. The WINNING BIDDER shall execute the appropriate sworn statement, in such form and substance as the SSS may require, attesting to its undertaking and commitment to fulfill and comply with the foregoing warranties and guarantees.</p> <p>32. If the SSS has any reason to believe that the WINNING BIDDER has failed to comply with any of the foregoing warranties and guarantees, or if it believes that the WINNING BIDDER has failed to comply with any law, rule or regulation governing or regulating its employment relationship with its assigned personnel, the SSS may then notify the WINNING BIDDER accordingly, and should the latter refuse or fail to present satisfactory proof to the contrary within five (5) calendar days from its receipt of such notice from the SSS, the SSS shall</p>
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	<p>have the right to immediately terminate the Contract, without prejudice to any other remedies available to the SSS under the law and the Contract. Provided, that any misrepresentation or violation by the WINNING BIDDER of any of the above warranties and guarantees, or any of the terms and conditions of the Contract, shall constitute sufficient basis to terminate the Contract without need of prior notice.</p> <p>33. Any and all damages, losses, liabilities, obligations and claims, monetary or otherwise, that may result, arise and accrue from any violation by the WINNING BIDDER of its warranties and guarantees, and the terms and conditions of the Contract shall be for the WINNING BIDDER's sole account. The WINNING BIDDER shall hold the SSS free from any liability therefore; provided, that if the SSS shall be charged and be held liable therefore, the WINNING BIDDER shall defend the SSS before any agency, office, tribunal or court, and shall assume such liability, principally and directly for the benefit of the SSS.</p> <p>If for any reason, the SSS is made to pay such damages, losses, liabilities, obligations and claims, the WINNING BIDDER shall reimburse the SSS for any and all payments that it may make, as well as all expenses and costs, including but not limited to litigation expenses and legal fees, that may be incurred by the SSS in connection therewith. The SSS may, at its sole option, deduct all such payments from any amount that may be due to the WINNING BIDDER hereunder until they shall have been paid in full.</p> <p>34. Additional Grounds for Termination of the Contract</p> <p>The Contract may be terminated as follows:</p> <ol style="list-style-type: none"> a. By written agreement of the parties; b. By the SSS, in case of failure for any reason on the part of the WINNING BIDDER to discharge competently and faithfully its obligations and responsibilities under the Contract. c. By the SSS, for any cause or at any time during the effectivity of the Contract by giving at least thirty (30) calendar days advance written notice of termination to the WINNING BIDDER, in
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	<p>which event the WINNING BIDDER shall be paid a proportional amount of the monthly fee stipulated without prejudice to any claim which the SSS may have against the WINNING BIDDER;</p> <p>d. By the SSS, in case the WINNING BIDDER fails to remit or update delayed remittance or under-remittance of SSS contributions and loan amortization, and other contributions due to government agencies;</p> <p>e. By the SSS, for failure of the WINNING BIDDER to replace unfit and undesirable service personnel;</p> <p>f. By the SSS, for any other act or omission of the WINNING BIDDER detrimental or prejudicial to the interest of the SSS, its employee/s, member/s or the public.</p> <p>35. All actions and controversies that may arise from the Contract, including its annexes, involving but not limited to demands for the specific performance of the obligations as specified in the Contract and in the interpretation of any provisions or clauses contained herein, shall in the first instance, be settled within thirty (30) days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the above-mentioned period, the dispute shall be settled in accordance with the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.</p> <p>36. When an action in court is necessary, the same shall be brought by the parties before the proper courts in Quezon City. The WINNING BIDDER, should it be adjudged liable in whole or in part, shall pay the SSS reasonable attorney's fees in the amount equivalent to at least Twenty Percent (20%) of the total amount claimed in addition to all expenses of litigation costs of the suit.</p> <p>Additional instructions and requisites in payment of services:</p> <p>A. On Absences/Time Records</p>
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1. Time entries of service personnel shall be through the Electronic Time Recording System (ETRS).
2. For billing purposes, the WINNING BIDDER shall provide the service personnel with Time/Attendance sheets which they shall fill up with their time entries based on their ETRS print-out. These entries shall be confirmed/certified by the SSS unit heads.
3. In case of absences, the leave application should be filed with and approved by the WINNING BIDDER who shall direct its service personnel to give notice to the concerned SSS Unit Heads.

B. Payment of Services

1. The SSS shall pay the WINNING BIDDER the amount corresponding to the billing submitted by the WINNING BIDDER to the SSS in accordance with the billing rate as annexed to the contract and the number of service personnel assigned in SSS. The SSS shall effect payment only after the WINNING BIDDER has paid the said amount due to the service personnel for the services rendered during the period covered by the bill.
2. The WINNING BIDDER shall provide a certification to the effect that the WINNING BIDDER has paid all the service personnel assigned in the SSS all their wages, allowances, bonuses and other benefits under existing laws and shall submit a copy of its payroll signed by its personnel assigned in the SSS before the aforementioned billing is paid by the SSS to the WINNING BIDDER. No portion of the aforementioned amount is or will be earmarked as salaries/wages, allowances, bonuses and benefits of any personnel of the WINNING BIDDER employed by it and that the said amount and all parts thereof shall pertain exclusively to the WINNING BIDDER. Neither may the WINNING BIDDER request or demand that the SSS pay directly to any of the service personnel any amount due from them by WINNING BIDDER as salaries, wages, allowances, bonuses and benefits, or for any cause or matter whatsoever.

	<p>3. The WINNING BIDDER undertakes to inform its service personnel that SSS shall not extend any and all forms of financial assistance to its service personnel over and above those expressly stipulated in the Contract.</p> <p>4. The Contract Fee shall be fixed and shall not be adjusted during the effectivity of the Contract, except for the following:</p> <p>a. Mandated wage increases and other charges;</p> <p>b. If during the effectivity of the Contract, the SSS sees the need for an increase or decrease in the number of service personnel;</p> <p>C. In case of closure of any office or reduction in the number of SSS Offices, the services of the service personnel deployed in the affected area shall be terminated at no cost to the SSS except for the services already rendered prior to its closure. Affected service personnel shall be given priority in case they are needed in other offices.</p>				
10.4	Not Applicable.				
10.5	Payment using LC is not allowed.				
11.3	Monthly payment upon receipt of billing from the Winning Bidder				
13.1	Within five (5) 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.				
13.4(c)	No further instructions.				
16.1	None.				
17.3	Not applicable.				
17.4	Not applicable.				
21.1	<p>The WINNING BIDDER shall be penalized for violations committed in the Contract Implementation under the following Schedule of Offenses:</p> <table border="1"> <thead> <tr> <th>WINNING BIDDER's VIOLATIONS</th> <th>PENALTY</th> </tr> </thead> <tbody> <tr> <td>a. WINNING BIDDER has provided a service</td> <td>Deduction from the billing of an amount</td> </tr> </tbody> </table>	WINNING BIDDER's VIOLATIONS	PENALTY	a. WINNING BIDDER has provided a service	Deduction from the billing of an amount
WINNING BIDDER's VIOLATIONS	PENALTY				
a. WINNING BIDDER has provided a service	Deduction from the billing of an amount				

	<p>personnel who does not meet the qualifications set by SSS, upon verification by SSS of the service personnel's qualifications based on documents submitted.</p>	<p>equivalent to one (1) month salary of the service personnel found to be unqualified and immediate replacement of the service personnel WINNING BIDDER's receipt of the SSS written notice. Commission by the WINNING BIDDER of the offense for the tenth (10th) time shall be a ground for termination of the Contract.</p>
	<p>b. WINNING BIDDER delays in providing the required additional hirees or replacement of existing service personnel to any SSS office nationwide within the period specified in the notice of SSS.</p>	<p>Deduction from billing of an amount twice the corresponding daily rate. Commission by the WINNING BIDDER of the offense for the tenth (10th) time shall be a ground for termination of the Contract and debarment in the future bidding of SSS.</p>
<p>The SSS shall, likewise impose on the WINNING BIDDER penalties for offenses or violations committed by its service personnel.</p>		
<p>SERVICE PERSONNEL OFFENSES/VIOLATIONS</p>		<p>PENALTY</p>
<p>a. Service personnel not wearing the prescribed uniforms; b. Service personnel not wearing the prescribed Identification Card; c. Service personnel not attending the flag ceremony every Monday and scheduled flag retreat every Friday; d. Service personnel found loitering during office hours or extending allotted break periods; e. Service personnel smoking in prohibited areas;</p>		<p>Deduction from the billing of the equivalent one (1) day basic salary of the service personnel per incident. Any service personnel shall be immediately replaced if he/she is found to have committed an offense for the third (3rd) time,</p>

	<ul style="list-style-type: none"> f. Service personnel found gambling in any form inside the SSS premises; g. Service personnel incurs tardiness and/or undertimes, regardless of the number of minutes per day, for ten (10) times in a month for at least two (2) consecutive months during the year or at least two (2) months in a semester; h. Service Personnel incurs ten (10) unauthorized absences in a month; i. Service Personnel refuses to render overtime services after office hours and during weekends and holidays without any justifiable reason as determined and reported by the Unit Heads; j. Service Personnel is found to have committed any untoward act, negligence, misconduct, malfeasance, misfeasance or nonfeasance based on validated reports from unit heads, supervisors, or other concerned third parties, in the course of his/her official duty. 	<p>and a grave offense for the first time upon WINNING BIDDER's receipt of the SSS' written notice.</p>
	<p>The OPSD shall provide guidelines on the imposition of the foregoing penalties.</p> <p>Further, any commission of acts, as specified in GCC Clause 21.1 of the SCC, the service personnel shall be reported to the WINNING BIDDER for appropriate disciplinary action. The SSS shall request for the immediate replacement of the offending service personnel after proper investigation, in accordance with existing policies, rules and regulations.</p>	
27.1	<p>Miscellaneous Provisions:</p> <p>The WINNING BIDDER may, in writing, ventilate its problems or difficulties encountered during the effectivity of the Contract and give suggestions or recommendations to improve its services rendered and</p>	

	relationship with SSS.
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Section VI. Schedule of Requirements

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

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Deployment of required service personnel <ul style="list-style-type: none"> • ANNEX A.1 – Support • ANNEX A.2 – Special Project 	600 627	1,227	April 2019
2	Replacement of separated service personnel	100% of required	100% of required	As specified in the request of SSS.
3	Training Requirement	100% of required	100% of required	As specified in the request of SSS.
4	Practical Test / Actual Driving Test	100% of required	100% of required	As specified in the request of SSS.

Section VII. Technical Specifications

Bidders must state in the Statement of Compliance below either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

Item	Specification	Statement of Compliance
1.	SCOPE OF SERVICES	
	To provide human resources services to SSS Main Office and Branch Offices as indicated in ANNEX “A.1 – A.2”.	
2.	TECHNICAL REQUIREMENTS	
	A. HR Policies/Guidelines <i>Submission of the following requirements:</i>	
	A.1. Established Human Resources policies and procedures	
	A.2. Rules on Discipline and Conduct of Employees	
	A.3. Compensation and Benefit Package	
	A.4. Sworn Statement of the readiness of the bidder to handle all the employment screening process (to include the appropriate examinations) subject to the validation of SSS and to provide the required number of qualified service personnel to any SSS office nationwide within ten (10) calendar days from receipt of request from SSS);	
	B. Track Record <i>Submission of the following:</i>	
	B.1. Certification that bidder has at least five (5) years of experience in human resource/personnel services to government and/or private institutions;	
	B.2. Certification from at least one (1) client with number of deployed personnel more or less comparable to the required number of service personnel specified in the request of SSS, that bidder has at least a satisfactory rating in the past three years (January 2015 to December 2017);	

	C. Logistical Capacity <i>Submission of the following:</i>	
	C.1. Office Address/es in NCR, Luzon, Visayas and Mindanao (Main/Head Office and Satellite Offices), if applicable.	
	C.2. Organizational structure which should include unit/s responsible for staffing, billing, accounting, and other personnel concerns.	
	C.3. Members of the Board of Directors/ Partners/ Proprietors and Key Management Officers	
	C.4. Total number of personnel in the organization	
	E. Designation of Coordinator/s	
	The bidder will provide at least one (1) designated coordinator (who is not a service personnel assigned in SSS) each for Main Office, NCR, Luzon, Visayas and Mindanao who shall address concerns regarding the application, assignment, attendance, payroll, performance appraisal, and other related matters.	
3.	PERSONNEL TO BE PROVIDED	
	A. Assignment of Personnel	
	The winning bidder shall provide the required number of qualified service personnel as stipulated in the contract. However, the SSS reserves the right to reduce or increase the required number of service personnel anytime during the contract period.	
4.	OTHER OBLIGATIONS	
	The Bidder shall provide, upon request, the complete list of documents required and submitted by a qualified service personnel and that each document submitted shall be validated as to its authenticity and veracity, and that all information provided therein are true and correct.	

Section VIII. Bidding Forms

Bid Form

Date: _____
Invitation to Bid¹ N°: _____

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

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/deliver/perform]* *[description of the Goods]* 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 17.1 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:²

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 Calculated Bid or any Bid you may receive.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Formula in the Computation of NFCC

NAME OF PROJECT

NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
TOTAL			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left(\frac{\text{Current Assets}}{\text{Current Assets}} - \frac{\text{Current Liabilities}}{\text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \text{NFCC}$$

P _____
NFCC

Prepared and Submitted by:

Signature over Printed Name

**STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS
WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)**

NAME OF CONTRACT	DATE AND STATUS OF CONTRACT	KINDS OF GOODS	VALUE OF OUTSTANDING CONTRACT	CONTACT PERSON & CONTACT NO.

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO
THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC**

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON & CONTACT NO.

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION FORM

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

X-----X

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

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

I/We³, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant*

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity’s Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

ANNEX A.1

**ONE YEAR CONTRACT FOR HUMAN RESOURCE SERVICES FOR CLERICAL AND SPECIAL PROJECTS
Personnel Requirement - Support**

<i>Unit</i>	<i>Count</i>
ACCOUNT MANAGEMENT GROUP	5
ACTUARIAL AND RISK MANAGEMENT GROUP	3
ADMINISTRATION GROUP	19
BENEFITS ADMINISTRATION DIVISION	8
BRANCH EXPANSION AND MANAGEMENT SERVICES DEPARTMENT	1
BRANCH SYSTEMS AND PROCEDURES DEPARTMENT	1
CAPITAL MARKETS GROUP	1
CENTRAL PROCESSING GROUP	11
COMMISSION SECRETARY, COMPLIANCE OFFICER AND EXECUTIVE COMMISSION CLERK	4
CONTROLLERSHIP GROUP	34
FUND MANAGEMENT GROUP	0
HUMAN RESOURCE MANAGEMENT GROUP	3
INFORMATION TECHNOLOGY MANAGEMENT GROUP	12
INTERNAL AUDIT SERVICE GROUP	1
INTERNATIONAL OPERATIONS GROUP	8
INVESTMENTS SUPPORT DIVISION	0
LEGAL AND ENFORCEMENT GROUP	8
LENDING AND ASSET MANAGEMENT GROUP	2
LUZON OPERATIONS GROUP	145
MANAGEMENT SERVICES AND PLANNING DIVISION	12
MEDICAL SERVICES DIVISION	25
MEMBER SERVICES AND SUPPORT GROUP	36
MINDANAO OPERATIONS GROUP	50
NCR OPERATIONS GROUP	136
OFFICE OF THE COMMISSION ON AUDIT CORPORATE AUDITOR FOR SSS	3
OFFICE OF THE PRESIDENT AND CEO	1
PUBLIC AFFAIRS AND SPECIAL EVENTS DIVISION	3
TREASURY DIVISION	0
VISAYAS OPERATIONS GROUP	68
TOTAL	600

ONE YEAR CONTRACT FOR HUMAN RESOURCE SERVICES FOR CLERICAL AND SPECIAL PROJECTS											ANNEX A.2
Personnel Requirement - Special Projects											
			Liaison Personnel	Clerk	Driver	ICT Technician	Data Verifier	Analyst	Researcher	Other Technical Positions	TOTAL
1	Sending of Collection Notices to Housing Loan Mortgagors	HAAMD		3							3
2	Digitization of Membership and Contribution Records	RASD		129							129
3	Reinforcement of MESD-ESFOSS	MESD		52							52
4	MOP Preparation on Budgeting and Accounting Policies and Procedures	FBD		3							3
5	Budget Department Reinforcement	Budget Dept.		8							8
6	Analysis and Reconciliation of e-collections due to RTPC implementation	CDPRD					11				11
7	Analysis and Reconciliation of Manual Real Estate Loan (REL) SL against computerized SL (eLMS)	IAD					8				8
8	Clean-up of ER's Contributions' Records stored at EGI Rufino Plaza	CAD		20							20
9	RTPC and AMaS Enhancements	ITSD				2					2
10	Reinforcement of CPG Claims on DDR Claims Processing	CPG		64							64
11	SSS-PSA Data Matching of Pensioners Records	PAD		22							22
12	Reinforcement of Diliman Branch's Member Assistance Center (MAC)	Diliman Branch		15							15
13	Inventory of Special Bank Receipts and Disbursement Vouchers	SSS-COA		2							2
14	Reinforcement of OPSD	OPSD		25							25
15	Indexing and Updating of 201 and Leave Folders	ESD		33							33
16	Development and Implementation of Loans Management System-Housing and Acquired Assets Management S	HAAMD				3					3
17	Preparation of Documents for Transmittal to COA	GAD		1							1
18	Preparation of Documents for Transmittal to COA	BrAD		1							1
19	Analysis and Reconciliation of Member Loans Cash Collection vs. Payment Header in the LMS	IAD					9				9
20	EC Contributions and Benefit Adjustments	ITSD				4					4
21	WES ER Portal Development	ITSD				1					1
22	Recoding of Legacy Applications	ITSD				3					3
23	Redesign of the Contribution System	ISD 1				4					4
24	Foreclosure of the Delinquent Housing Loan Accounts	HAAMD	35								35
25	Migration to SOA-based Architecture	ISD 2				8			2		10
26	Migration to SOA-based Architecture	ISD 3				6					6
27	Migration to SOA-based Architecture	ISD 4		1		6					7
28	Preparation, Review and Validation of OPCR Forms	CPPD							1		1
29	Procedure of Payment of Janitorial and Security Services	MSSD							3		3
30	Development of Awareness Tools on the Quality Management System Implementation	QMD							2		2
31	Monitoring Tool for QMD Documents and Budget Utilization	QMD		1							1
32	Three-Year Outsourcing Project on Conversion of Membership and Contribution Records	RASD		116							116
33	Preparation of Renovation Plans for MO and Branches	EFMD								16	16
34	Reinforcement of BEMSD	BEMSD								5	5
35	Training and Development	LDD		2							2
	TOTAL		35	498	0	37	28	0	8	21	627

SERVICE PERSONNEL PROFILE

Fill out all information properly written legibly in print, if not applicable write 'N/A'. If certain space/s are insufficient, additional sheets may be used for necessary information if needed.

Recent **colored**
2x2 ID photo

I. PERSONAL DETAILS:

NAME:

(Family Name)

(First Name)

(Middle Name)

PRESENT ADDRESS:

BIRTHDATE:

(MM/DD/YYYY)

PLACE OF BIRTH:

SEX:

CIVIL STATUS:

CITIZENSHIP:

RELIGION:

II. CAREER SERVICE ELIGIBILITY

TITLE OF EXAMINATION

DATE TAKEN

RATING

PLACE OF EXAMINATION

III. EDUCATIONAL ATTAINMENT:

LEVEL

PERIOD OF
ATTENDANCE

From

To

COURSE/ HIGHEST
EDUCATIONAL
ATTAINMENT/ COMPLETED

SCHOOL

Collegiate:

Graduate Studies:

IV. EMPLOYMENT HISTORY:

INCLUSIVE DATES

(MM/DD/YYYY)

From

To

OFFICE / COMPANY

POSITION TITLE

NAME:
(Middle Initial)

(First Name)

(Last Name)

SOCIAL SECURITY SYSTEM														ANNEX C.1
One-Year Contract for HR Services for Clerical and Special Projects														
Position	Personnel Req't for 12 Months	Amount Payable to Employee							Amount Payable to Government					
		Per Day		Per Month					Per Month					
		Employee Rate (A)	COLA (B)	Basic Pay (C= A*261/12)	COLA (D= B*261/12)	VL/SL (E=(A+B)*10/12)	13th Month Pay (F= C/12)	Total Amount Payable to Ee (G= C+D+E+F)	Pag-Ibig (H)	SSS (I)	Philhealth (J)	EC (K)	Total Amount Payable to Gov't (L= H+I+J+K)	
A. Support														
Researcher	16	Php 1,320.96	Php -	Php 28,730.88	Php -	Php 1,100.80	Php 2,394.24	Php 32,225.92	Php 100.00	Php 1,178.70	Php 395.05	Php 30.00	Php 1,703.75	
Other Technical Positions	0	Php 1,320.96	Php -	Php 28,730.88	Php -	Php 1,100.80	Php 2,394.24	Php 32,225.92	Php 100.00	Php 1,178.70	Php 395.05	Php 30.00	Php 1,703.75	
Analyst	8	Php 1,010.02	Php -	Php 21,967.94	Php -	Php 841.68	Php 1,830.66	Php 24,640.28	Php 100.00	Php 1,178.70	Php 302.06	Php 30.00	Php 1,610.76	
Data Verifier	44	Php 852.92	Php -	Php 18,551.01	Php -	Php 710.77	Php 1,545.92	Php 20,807.70	Php 100.00	Php 1,178.70	Php 255.08	Php 30.00	Php 1,563.78	
ICT Technician	0	Php 852.92	Php -	Php 18,551.01	Php -	Php 710.77	Php 1,545.92	Php 20,807.70	Php 100.00	Php 1,178.70	Php 255.08	Php 30.00	Php 1,563.78	
Driver	70	Php 526.56	Php 10.00	Php 11,452.68	Php 217.50	Php 447.13	Php 954.39	Php 13,071.70	Php 100.00	Php 847.20	Php 157.48	Php 10.00	Php 1,114.68	
Liaison Personnel	0	Php 518.85	Php 10.00	Php 11,284.99	Php 217.50	Php 440.71	Php 940.42	Php 12,883.62	Php 100.00	Php 847.20	Php 155.17	Php 10.00	Php 1,112.37	
Clerk	463	Php 518.85	Php 10.00	Php 11,284.99	Php 217.50	Php 440.71	Php 940.42	Php 12,883.62	Php 100.00	Php 847.20	Php 155.17	Php 10.00	Php 1,112.37	
Total - Support	600	Php 6,922.04	Php 30.00	Php 150,554.38	Php 652.50	Php 5,793.37	Php 12,546.21	Php 169,546.46	Php 800.00	Php 8,435.10	Php 2,070.14	Php 180.00	Php 11,485.24	
B. Projects														
Researcher	8	Php 1,320.96	Php -	Php 28,730.88	Php -	Php 1,100.80	Php 2,394.24	Php 32,225.92	Php 100.00	Php 1,178.70	Php 395.05	Php 30.00	Php 1,703.75	
Other Technical Positions	21	Php 1,320.96	Php -	Php 28,730.88	Php -	Php 1,100.80	Php 2,394.24	Php 32,225.92	Php 100.00	Php 1,178.70	Php 395.05	Php 30.00	Php 1,703.75	
Analyst	0	Php 1,010.02	Php -	Php 21,967.94	Php -	Php 841.68	Php 1,830.66	Php 24,640.28	Php 100.00	Php 1,178.70	Php 302.06	Php 30.00	Php 1,610.76	
Data Verifier	28	Php 852.92	Php -	Php 18,551.01	Php -	Php 710.77	Php 1,545.92	Php 20,807.70	Php 100.00	Php 1,178.70	Php 255.08	Php 30.00	Php 1,563.78	
ICT Technician	37	Php 852.92	Php -	Php 18,551.01	Php -	Php 710.77	Php 1,545.92	Php 20,807.70	Php 100.00	Php 1,178.70	Php 255.08	Php 30.00	Php 1,563.78	
Driver	0	Php 526.56	Php 10.00	Php 11,452.68	Php 217.50	Php 447.13	Php 954.39	Php 13,071.70	Php 100.00	Php 847.20	Php 157.48	Php 10.00	Php 1,114.68	
Liaison Personnel	35	Php 518.85	Php 10.00	Php 11,284.99	Php 217.50	Php 440.71	Php 940.42	Php 12,883.62	Php 100.00	Php 847.20	Php 155.17	Php 10.00	Php 1,112.37	
Clerk	498	Php 518.85	Php 10.00	Php 11,284.99	Php 217.50	Php 440.71	Php 940.42	Php 12,883.62	Php 100.00	Php 847.20	Php 155.17	Php 10.00	Php 1,112.37	
Total - Project	627	Php 6,922.04	Php 30.00	Php 150,554.38	Php 652.50	Php 5,793.37	Php 12,546.21	Php 169,546.46	Php 800.00	Php 8,435.10	Php 2,070.14	Php 180.00	Php 11,485.24	
Subtotal	1227	Php 13,844.08	Php 60.00	Php 301,108.76	Php 1,305.00	Php 11,586.74	Php 25,092.42	Php 339,092.92	Php 1,600.00	Php 16,870.20	Php 4,140.28	Php 360.00	Php 22,970.48	

SOCIAL SECURITY SYSTEM										ANNEX C.2	
One-Year Contract for HR Services for Clerical and Special Projects											
Position	Personnel Reqt for 12 Months	Amount Payable to Ee and Govt per Month (M=G+L)	Admin Cost % (N)	Admin Cost per Month (O=M*N)	Amount Payable to Ee and Gov + Admin Cost per Month (P=M+O)	12% VAT per Month (Q=P*0.12)	Total Bill per Month (R=P+Q)	Personnel Reqt for 12 Months (S)	Total Bill per Month (T=R*S)	Total Bill for 12 Months (U=T*12)	
A. Support											
Researcher	16	Php 33,929.67	0%	Php -	Php 33,929.67	Php 4,071.56	Php 38,001.23	16	Php 608,019.68	Php 7,296,236.16	
Other Technical Positions	0	Php 33,929.67	0%	Php -	Php 33,929.67	Php 4,071.56	Php 38,001.23	0	Php -	Php -	
Analyst	8	Php 26,251.04	0%	Php -	Php 26,251.04	Php 3,150.12	Php 29,401.16	8	Php 235,209.28	Php 2,822,511.36	
Data Verifier	44	Php 22,371.48	0%	Php -	Php 22,371.48	Php 2,684.58	Php 25,056.06	44	Php 1,091,191.41	Php 13,094,296.96	
ICT Technician	0	Php 22,371.48	0%	Php -	Php 22,371.48	Php 2,684.58	Php 25,056.06	0	Php -	Php -	
Driver	70	Php 14,186.38	0%	Php -	Php 14,186.38	Php 1,702.37	Php 15,888.75	70	Php 1,107,128.10	Php 13,285,537.20	
Liaison Personnel	0	Php 13,995.99	0%	Php -	Php 13,995.99	Php 1,679.52	Php 15,675.51	0	Php -	Php -	
Clerk	463	Php 13,995.99	0%	Php -	Php 13,995.99	Php 1,679.52	Php 15,675.51	463	Php 7,257,761.13	Php 87,093,133.56	
Total - Support	600	Php 181,031.70		Php -	Php 181,031.70	Php 21,723.81	Php 202,755.51	600	Php 10,299,309.60	Php 123,591,715.24	
B. Projects											
Researcher	8	Php 33,929.67	0%	Php -	Php 33,929.67	Php 4,071.56	Php 38,001.23	8	Php 304,009.84	Php 3,648,118.08	
Other Technical Positions	21	Php 33,929.67	0%	Php -	Php 33,929.67	Php 4,071.56	Php 38,001.23	21	Php 798,025.83	Php 9,576,309.96	
Analyst	0	Php 26,251.04	0%	Php -	Php 26,251.04	Php 3,150.12	Php 29,401.16	0	Php -	Php -	
Data Verifier	28	Php 22,371.48	0%	Php -	Php 22,371.48	Php 2,684.58	Php 25,056.06	28	Php 701,569.68	Php 8,418,836.16	
ICT Technician	37	Php 22,371.48	0%	Php -	Php 22,371.48	Php 2,684.58	Php 25,056.06	37	Php 927,074.22	Php 11,124,890.64	
Driver	0	Php 14,186.38	0%	Php -	Php 14,186.38	Php 1,702.37	Php 15,888.75	0	Php -	Php -	
Liaison Personnel	35	Php 13,995.99	0%	Php -	Php 13,995.99	Php 1,679.52	Php 15,675.51	35	Php 548,642.85	Php 6,583,714.20	
Clerk	498	Php 13,995.99	0%	Php -	Php 13,995.99	Php 1,679.52	Php 15,675.51	498	Php 7,806,403.98	Php 93,676,847.76	
Total - Project	627	Php 181,031.70		Php -	Php 181,031.70	Php 21,723.81	Php 202,755.51	627	Php 11,085,726.40	Php 133,028,716.80	
Subtotal	1227	Php 362,063.40		Php -	Php 362,063.40	Php 43,447.62	Php 405,511.02	1227	Php 21,385,036.00	Php 256,620,432.04	
									Night Differential Pay for Support	Php 2,163,968.08	
									Night Differential Pay for Project	Php 2,716,428.00	
									GRAND TOTAL (Support + Project + Total NDP) =	Php 261,500,828.11	

INSTRUCTIONS: Please fill out the column for ADMINISTRATIVE COST PERCENTAGE (Column "N"). Allowed range is from 10% to 15%. Values in Columns "O" to "U" and in "GRAND TOTAL" shall be automatically computed upon filling out of Column "N". "GRAND TOTAL" amount computed shall be your bid proposal.

NOTE:

1. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive per Section II. Instruction to Bidders, items 15.2 and 28.3:

- If the item is given for free, indicate dash (-), zero (0) or free
- If the item is not applicable, indicate N/A

2. Please use the softcopy of the Bid Breakdown provided to the bidders.

3. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, item 19.4.

4. Bid proposal must be inclusive of all applicable taxes per Section II. Instructions to Bidders, Item 28.6.

5. Warranty requirement is at no cost to SSS.

6. Bidder must submit bid for all the required positions.

Republic of the Philippines



Government Procurement Policy Board