

**ANNEX "A"**

**TERMS OF REFERENCE**

**Three (3) Year Maintenance Services of One (1) Non-Impact Printer**

<b>BASIC REQUIREMENTS</b>		<b>ANNUAL</b>	<b>TOTAL</b>
<b>I. Scope of Work</b>	3 Year Maintenance Services of one (1) Non-impact Printer located at the main Data Center of the Social Security System described as follows:  Brand: NIPSON MACAW Model: P65 Acquired: 2016	P	P
<b>II. Delivery Term</b>	3-Year Maintenance to commence after Forty-Five (45) calendar days upon receipt of NTP and signed Contract		
<b>III. Mode of Payment</b>	Payment shall be made on a quarterly based on submission of approved service report.		
<b>IV. ABC</b>	<b>P 2,163,000.00</b>		
<b>V. Hardware and Software Maintenance Services Specifications</b>		<b>Statement of Compliance</b>	
<b>1. Preventive Maintenance Services</b>		<b>Yes</b>	<b>No</b>
<b>A. Scheduled Preventive Maintenance Services</b>	The Service Contractor shall conduct preventive maintenance services on all components on a monthly basis.		
	a. The first scheduled preventive maintenance services shall be made within forty-five (45) days from receipt of the Notice to Proceed and signed contract.		
	b. The scheduled preventive maintenance services may be held at any time from 8:00 a.m. to 6:30 p.m., Monday to Friday excluding public holidays.		
	c. These services shall be made with prior notice to the SSS.		
	d. The Service Contractor must ensure that during the conduct of the maintenance services, downtime is reduced to a minimum to avoid disruption of SSS operations.		
	e. The preventive maintenance shall include standard cleaning, inspection, lubrication, necessary adjustment, alignment, and testing of each component to ensure that it is in optimum operating condition, as well as, to reduce the possibility of equipment failure.		
	f. Service contractor must utilize experienced and certified technicians or engineers under its direct employ and supervision in rendering the required maintenance.		
g. Maintenance services must be conducted in the presence of a designated SSS representative who will provide assistance especially in compliance with safety regulations. In the event that safety is compromised, the service contractor must terminate the on-going work and to resume the same only as soon as the danger to one's safety is eliminated.			

V. Hardware and Software Maintenance Services Specifications		Statement of Compliance	
2. Remedial Services		Yes	No
<b>B. Unscheduled Corrective or Remedial Maintenance</b>	a. The Service Contractor is required to conduct unscheduled corrective or remedial services within twenty-four (24) hours upon receipt of reported failure or request for technical support services.		
	b. The Service Contractor's activities shall include, but not limited to, running of diagnostics, troubleshooting, repairing of hardware and software troubles, installing micro codes, and software patches/fixes, and replacing defective components.		
	c. If malfunctioning machine part / component is diagnosed to be beyond repair, the service contractor must replace said part / component. All replacement parts must be brand new and warranted as brand new and of equal quality and shall become the property of SSS. In the same manner, the parts replaced shall become the service contractor's property		
	d. Spare part that will replace a component that is diagnosed to be beyond repair must be delivered to SSS for installation within seventy-two (72) hours from the time it was determined that the part is beyond repair.		
	e. All parts found to be defective shall be repaired using refurbished and/or brand-new replacement parts. Parts not covered under the remedial services shall be PC cartridge, MICR Toner, Kit Fuser, and Kit Developer.		
	f. If hardware failure caused software corruption/malfunction, provider must reinstall a clean, running version of that software.		
	g. The service contractor shall supply, deliver, and install all parts and materials necessary for repair without costs to the SSS..		
	h. Remedial services must be conducted in the presence of a designated SSS representative who will provide assistance especially in compliance with safety regulations. In the event that safety is compromised, the service contractor must terminate the on-going work and to resume the same only as soon as the danger to one's safety is eliminated.		
<b>C. Service Response Time</b>	a Service response time shall be within four (4) hours upon receipt of notice (excluding weekend and public holidays, either through phone or in writing, the supplier must address the problem by making a phone call to the concerned unit. If the problem persists, the supplier must address the problem onsite		

V. Hardware and Software Maintenance Services Specifications		Statement of Compliance	
2. Remedial Services		Yes	No
<b>C. Service Response Time</b>	b. The Service Contractor must provide the SSS with contact number/s and names of persons for immediate reporting of need for services.		
	c. Within four (4) hours from SSS' request for services through any means of communication, the service contractor must address the problem either through over-the-phone assistance to SSS personnel or being in the SSS Main Data Center premises for onsite maintenance.		
	d. The Service Contractor's technician must be at the SSS Main Data Center within four (4) hours after problem was not resolved over the phone.		
	e. Once on site, the Service Contractor's technician must immediately conduct diagnosis and repair of the malfunctioning equipment.		
	f. The Service Contractor's technician may be required to stay on site for a minimum of two (2) hours even if repair has been done to monitor performance of the repaired equipment.		

DOCUMENTARY REQUIREMENTS	
1	PhilGEPS Registration
2	SEC Registration
3	Mayor's Permit
4	Tax Clearance
5	Bid Form (Form 1)
6	Statement of Compliance with the Technical Specification
7	Bid Securing Declaration (Form 2)
8	Contract Agreement (Form 3)
9	Omnibus Sworn Statement (Form 4)

SUPPLIER'S INFORMATION		
(Supplier must fill-out the owner/company representative signature over printed name and business details.)		
<b>Business Name</b>	<b>Address</b>	
<b>Name of Company Representative</b>	<b>Email Address</b>	<b>Telephone/Mobile Number</b>
<b>Signature over printed name</b>		

**Bid Form for the Procurement of Goods**

**BID FORM**

ACQUISITION OF THREE (3) YEAR MAINTENANCE SERVICES FOR ONE (1)  
UNIT OF NON-IMPACT PRINTER (NIP)

Date: \_\_\_\_\_

Project Identification No.: \_\_\_\_\_

To: **SOCIAL SECURITY SYSTEM**  
East Avenue, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Deliver, Perform the Maintenance of 1 (one) unit of Non-Impact Printer in conformity with the said PBDs for the sum of **[total Bid amount in words and figures]** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address of agent	Amount and 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.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid Securing Declaration Form**

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

**BID SECURING DECLARATION**

**Project Identification No.:** *[Insert number]*

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

I/We, 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 procurement 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 No. 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; and
  - 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 OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]* Affiant

**[Jurat]**

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

**Contract Agreement Form for the Procurement of Goods (Revised)**

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

***Three (3) Year Maintenance Services of One (1) Non-Impact Printer***

ITB-SSS-Goods-2022-\_\_\_\_

THIS AGREEMENT made between:

SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Approving Authority and (Position of Approving Authority), (Name of Approving Authority) and (Position of Signatory), (Name of signatory), duly authorized pursuant to Administrative Order \_\_\_\_\_, \_\_\_\_\_ (pertaining to Approving Authority) (Annex “A”) and Office Order \_\_\_\_\_, \_\_\_\_\_ (Annex “B”) (pertaining to signatories), hereinafter referred to as the “SSS”;

- a n d -

(NAME OF SUPPLIER), of legal age, Filipino, single/married, with principal address at \_\_\_\_\_, hereinafter referred to as the “Supplier”.

**If corporation**

(NAME OF SUPPLIER), a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at \_\_\_\_\_, represented herein by its (Position of Signatory), (Name of Signatory), duly authorized pursuant to \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the “Supplier”.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- b. Supplier's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract; and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. SSS agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the date and place indicated in their respective acknowledgments.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Position of Signatory]*

*[Insert Position of Signatory]*

*for:*

*for:*

SSS

*[Insert Name of Supplier]*



(In case of double acknowledgment which is usually used by the SSS)

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

(Name of Certifying officer as to availability of funds)

(Position of Certifying Officer)

(Department/Office of Certifying Officer)

FUNDS AVAILABLE:

APP No.: \_\_\_\_\_

FIRST ACKNOWLEDGMENT

Republic of the Philippines )

\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, on this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of \_\_\_\_\_ (\_\_\_) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

SECOND ACKNOWLEDGMENT

Republic of the Philippines )  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, on this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of \_\_\_\_\_ (\_\_\_) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed (if corporation to include succeeding phrase) as well as the free and voluntary act and deed of the principal he/she/they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a) Carefully examining all of the Bidding Documents;
  - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Consultant]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s.1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

GPPB Resolution No. 16-2020, dated 16 September 2020