# PHILIPPINE BIDDING DOCUMENTS

# PROCUREMENT OF HUMAN RESOURCE INFORMATION SYSTEM (HRIS)

# Bases Conversion and Development Authority

Sixth Edition July 2020

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#### Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**BCDA** - Bases Conversion and Development Authority

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure projects or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.



#### Section I. Invitation To Bid

#### PROCUREMENT OF HUMAN RESOURCE INFORMATION SYSTEM (HRIS)

- 1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), through its 2024 Corporate Budget, intends to apply the sum of Seven Million Six Hundred Thousand Pesos (PhP7,600,000.00), inclusive of VAT and all other applicable government taxes and fees, being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Human Resource Information System (HRIS). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. BCDA now invites bids for the above Procurement Project. Delivery of the Goods is required within twelve (12) months upon the receipt of the Notice to Proceed (NTP). Bidders should have completed, within five (5) years (June 2019 to June 2024) prior to the date of submission and receipt of bids, a contract similar to the Project equivalent to at least 50% of the ABC. The description of an eligible bidder is contained in the Instruction to Bidders (ITB) of the Bid Documents.
- 3. Selection of winning bidders will be through public bidding procedures using a non-discretionary "pass/fail" criterion, pursuant to Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act", and its Revised Implementing Rules and Regulations (RIRR). Participation 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 BCDA and inspect the Bidding Documents at the address given below during business hours from 8:00 AM 3:00 PM and/or at the BCDA website (https://www.bcda.gov.ph/bids).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City, starting 30 May 2024 up to 24 June 2024 from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays, and until 12:00 PM on 24 June 2024, upon payment of an applicable fee for the bidding documents, amounting to Five Thousand Pesos (Php5,000.00), pursuant to the latest Guidelines issued by the GPPB.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in cash, manager's check, or via online fund transfer to BCDA Account.

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcda.gov.ph/bids). Only bidders who purchased the Bidding Documents will be allowed to submit bids.

- 6. BCDA will hold a Pre-Bid Conference on 10 June 2024 2024 at 1:00 PM at the BCDA Corporate Center, 2F Bonifacio Technology Center (BTC), BGC, Taguig City and/or through video conferencing or webcasting via zoom or google meet, which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through manual submission at BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City on or before 12:00 PM, 24 June 2024. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the Bidding Documents.
- 9. Bid opening shall be held on 24 June 2024 at 1:00 PM at BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
- 11. BCDA 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 35.6 and Section 41 of the 2016 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please contact::

#### QUEENNIE P. BAUTISTA

BAC for Goods Secretariat (02) 8575-1700 local 1731 / bacgsecretariat@bcda.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS

ATTY. ELVIRA V. ESTANISLAO

Chairperson

Bids and Awards Committee for Goods

#### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *BASES CONVERSION AND DEVELOPMENT AUTHORITY [BCDA]* wishes to receive Bids for the Procurement of Human Resource Information System (HRIS).

The Procurement of Human Resource Information System (HRIS) (referred to herein as "Project") is composed of one lot, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

2.1. The Government of the Philippines [GOP] through the source of funding, through BCDA's Corporate Operating Budget for 2024, as indicated below for the calendar year 2024 in the amount of Seven Million Six Hundred Thousand Pesos [P7,600,000.00], inclusive of all applicable government taxes and fees.

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

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

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

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

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

## 4. Eligible Bidders

- 4.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 4.2. *If applicable,*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 4.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

#### *If applicable,*

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 4.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 5. Origin of Goods

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

#### 6. Subcontracts

If applicable,

6.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 6.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 6.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 6.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 10 June 2024 2024 at 1:00 PM at the BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City Taguig City and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

#### 8. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

#### 9. Documents comprising the Bid: Eligibility and Technical Components

- 9.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 9.2. The Bidder's SLCC, a contract of a similar project, as indicated in ITB Clause 4.3 should have been completed within *five [5] years [June 2019 to June 2024]* prior to the deadline for the submission and receipt of bids.
- 9.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 10. Documents comprising the Bid: Financial Component

- 10.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 10.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 10.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 11. Bid Prices

- 11.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS.**

#### 12. Bid and Payment Currencies

- 12.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 12.2. Payment of the contract price shall be made in Philippine Pesos.

#### 13. Bid Security

13.1.

Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

The Bidder shall submit a Bid Securing Declaration or any form of Bid

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

13.2. The Bid and bid security shall be valid One Hundred Twenty (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 14. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### 15. Deadline for Submission of Bids

15.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.** 

#### 16. Opening and Preliminary Examination of Bids

16.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

16.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

#### 17. Domestic Preference

17.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

#### 18. Detailed Evaluation and Comparison of Bids

18.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 18.2. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 18.3. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

18.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 19. Post-Qualification

19.1. 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.

#### 20. Signing of the Contract

20.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

## Section III. Bid Data Sheet

ITB Clause			
1	The Procuring Entity is		
	BASES CONVERSION AND DEVELOPMENT AUTHORITY		
	The name of the Contract is the Procurement of HUMAN RESOURCE INFORMATION SYSTEM (HRIS)		
2	The Funding Source is:		
	The Government of the Philippines (GOP) through BCDA's 2024 Corporate Budget.		
3	No further instructions.		
4.1	No further instructions.		
4.2	No further instructions.		
4.3	For this purpose, contracts similar to the Project shall be:		
	<ul> <li>a. The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>Similar Contracts shall refer to contracts related to the Procurement of Human Resource Information System (HRIS).</li> </ul>		
	b. Completed within five [5] years prior to the deadline for the submission and receipt of bids.		
6	No further instructions.		
7	The Procuring Entity will hold a Pre-Bid Conference on <b>10 June 1:00 PM</b> at the <b>BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City</b>		
8	The Procuring Entity's address is: BCDA Corporate Center 2nd Floor, Bonifacio Technology Center		

	31st St. corner 2nd Ave., Bonifacio Global City, Taguig City
11	No further instructions.
13.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than <b>One Hundred Fifty Two Thousand Pesos [P152,000.00]</b> , <i>equivalent to two percent (2%) of ABC]</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than <b>Three Hundred Eighty Thousand Pesos</b> [P380,000.00], equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
13.2	Bids will be valid until <b>one hundred twenty (120) days</b> from the date of bid opening.
14	Each Bidder shall submit one (1) original copy of the first component (eligibility and technical) and second component (financial) of its bid.
15.1	The address for submission of bids is:
	Central Receiving and Releasing Area (CRRA)
	Bases Conversion and Development Authority BCDA Corporate Center
	2nd Floor, Bonifacio Technology Center
	31st St. corner 2nd Ave., Bonifacio Global City, Taguig City
	The deadline for submission of bids is on 24 June 2024 at 12:00 PM
16.1	The place of Opening of Bids:
	BCDA Corporate Center, 2 <sup>nd</sup> Floor, Bonifacio Technology Center, 31 <sup>st</sup> St. corner 2 <sup>nd</sup> Ave., Bonifacio Global City, Taguig City. <b>The date and time of bid opening is on 24 June 2024 at 1:00 PM</b> .
18.3	Partial bid is not allowed.

#### Section IV. General Conditions of Contract

#### 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).** 

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

#### 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### 6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

# Section V. Special Conditions of Contract

GCC Clause		
1	Delivery and Documents -	
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:	
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."	
	For Goods supplied from within the Philippines, state:] "The delivery terms pplicable to this Contract are delivered to BCDA designated venues in Taguig City and Clark, Pampanga. Risk and title will pass from the Supplier to the Procuring ntity upon receipt and final acceptance of the Goods at their final destination."	
	elivery of the Goods shall be made by the Supplier in accordance with the terms becified in Section VI (Schedule of Requirements).	
	Incidental Services -	
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:	
	<ul> <li>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> </ul>	
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;	
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;	
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and	
	e. training of the Procuring Entity's personnel, at the Supplier's office and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.	

Additional operational requirements from the winning service provider shall be included during the implementation of the project

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

#### Spare Parts -

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

Select appropriate requirements and delete the rest.

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

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

If applicable,

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of the contract.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 15 days of placing the order.

#### Packaging -

If applicable,

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

**Contract Description** 

**Final Destination** 

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

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

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

## **Intellectual Property Rights -**

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

#### 2.2 The terms of payment shall be as follows:

% of PAYMENT	UPON COMPLETION OF THE FOLLOWING:
15% of the total project cost	Requirements Definition: Data gathering and submission of System Requirements Document (SRD) accepted by BCDA
15% of the total project cost	Development, configuration and data migration based on requirements and accepted by BCDA
10% of the total project cost	Provision of User Licenses, User Acceptance Test, Knowledge Transfer with documentation: User Guides, Manuals, Presentations, etc. for

		Administrator & Core team that are accepted by BCDA	
25% of the total project cost System Roll-out, Modules)		System Roll-out/Go Live! (Core Modules)	
25% of the total project cost  System Roll-out Modules)		System Roll-out/Go Live! (Prime Modules)	
	10% of the total project cost	One (1) - year warranty period	
4	The inspection and random testing of the system will be conducted by the BCDA project team on a regular basis until the completion of the project.		

# 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.

Description	Delivery Schedule
Delivery, installation, testing, maintenance, documentation, and implementation of Human Resource Information System (HRIS)	Twelve (12 ) months upon receipt of the Notice to Proceed

#### Section VII. Technical Specifications

#### TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

Bidders must state here 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 Bidder's 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 applicable laws and issuances.

	SPECIFICATION/DESCRIPTION		Statement of Compliance	
			Compliant	Non- Compliant
I.	Six Hu	approved Budget for the Contract (ABC) is Seven Million undred Thousand Pesos (Php 7,600,000.00), inclusive applicable taxes and fees.		
II.	Gener	ral Requirements		
	1.	The SUPPLIER shall provide an online Human Resource Information System (HRIS) that conforms to current Philippines regulatory and statutory laws specific for government agencies and customized according to BCDA requirements.		
	2.	The SUPPLIER shall provide the cloud hosting, data storage and database services for the system. These services should provide scalability, durability, data management capabilities and auto bandwidth adjustment.		
	3.	The SUPPLIER shall provide, implement, install and manage all the security aspects of the system (SSL, Encryption, Access Controls, Threat Detection, etc.).		
	4.	The SUPPLIER shall manage regular backups and ensure provision of Full Backup of the system and restore from the latest backup if necessary.		

- 5. The SUPPLIER shall conduct semi-annual vulnerability assessments and penetration testing (VAPT) to identify and remediate potential security weaknesses and submit a VAPT and remediation report to BCDA.
- 6. The SUPPLIER shall submit an Incident Response Plan and Breach Notification Procedures with defined roles and responsibilities to address cybersecurity breaches promptly.
- 7. The SUPPLIER shall cater for a minimum of three hundred (300) employees/end-users that can login and transact with the system.
- 8. The SUPPLIER shall provide a human resource module that will easily generate bank-ready payroll, benefits and compensation schedule/payments of the employees.
- 9. The SUPPLIER shall provide a comprehensive and easily accessible employee information page.
- 10. The SUPPLIER shall provide ready-made decision-analysis and ad hoc reports for management use.
- 11. The SUPPLIER shall ensure seamless integration with other BCDA's systems.
- 12. The SUPPLIER shall provide real-time integration of the system with the biometric devices from different BCDA office locations.
- 13. The SUPPLIER shall ensure that the system should seamlessly integrate with open-source technologies, ensuring compatibility and flexibility of its technological ecosystem. It shall support the utilization of open-source databases, frameworks, and tools, fostering an environment of interoperability.
- 14. The SUPPLIER shall provide a management level dashboard to provide quick reports and statistics.
- 15. The SUPPLIER shall be responsible for the update in the system in terms of changes in the configurations, computations, templates, forms and reports that are prescribed and required by the regulatory agencies.
- 16. The SUPPLIER shall ensure that the system is capable of handling different employee work schedules/arrangements.

To achieve all of the above consideration, the SUPPLIER shall perform the following duties and responsibilities and deliver the following:

- **A.** Requirements Definition. The SUPPLIER shall conduct data gathering activities to finalize requirements of each module below, and document these accordingly. The documentation will be the basis for the scope of the implementation of the HRIS.
- B. Provision of cloud-based Human Resource Information System (HRIS) through Software-as-a-Service (SaaS)

# The SUPPLIER shall provide the BCDA Human Resource Information System (HRIS), composed of the following:

- 1. <u>Systems Administration Module</u> allows systems administrators to login into the system and manage user accounts, user access controls and security, as well as systems parameters and configurations:
  - 1.1 Systems Administrator shall have full access to all functions and features.
  - 1.2 User Login an interface for users to get into the system.
  - 1.3 User Management an interface for administrators to add users and set access controls and other user security controls and functionalities of the system
    - 1.3.1 Create roles or access rights
    - 1.3.2 Create system users with different roles or access rights
    - 1.3.3 Capable of disabling access to the account to prevent unauthorized use
    - 1.3.4 Change password facility
    - 1.3.5 Strong password authentication.
    - 1.3.6 Facility to disable access to the account to prevent unauthorized use
    - 1.3.7 Access must be denied after three (3) unsuccessful login attempts, After which, the user account will be locked and needs to be reset by the HR Administrator to allow re-login to the system.
    - 1.3.8 Configure Multi-Factor Authentication (MFA) or One-Time Password (OTP) via SMS or email verification
    - 1.3.9 Capability to establish individual or group access rights for security purposes with a set of privileges or rights to certain

modules in order to restrict access to modules, reports, and other types of data.

- 1.4 Systems Management an interface for administrators to manage or customize the parameters and/or configurations, database, tables and libraries in the system without the need for system modification
  - 1.4.1 Create parameters and/or configurations (updateable fields) for use in the system (eg. in dropdowns, radio button selections, etc.)
    - 1.4.1.1 Leave, DTR Adjustment and OT Types
    - 1.4.1.2 Work Schedules
    - 1.4.1.3 Holidays
    - 1.4.1.4 Others, as may be narrated during data gathering
  - 1.4.2 Edit or delete existing parameters and/or configurations
  - 1.4.3 View audit trail
- 1.5 Approval Workflow allow varying levels of reviewers and approvers, depending on the rank or position of the employee or type of request.
  - 1.5.1 Highly customizable electronic approval process of authorized reviewers and approvers.
  - 1.5.2 Allow varying levels of reviewers and approvers, depending on the rank or position of the employee or type of request.
  - 1.5.3 Delegation of authority (approval of transactions on behalf of the actual approving authority) should be allowed
  - 1.5.4 Capable of handling the approval process for employees designated as Officers-In-Charge (OICs)

#### 1.6 Audit Trail

- 1.6.1 Records details of various actions that were made by users in the system and database, showing documentary evidence used to verify the accuracy of data and track transactions.
- 1.6.2 Details should include user, date, time, action taken, affected modules, historical values, IP address.

- 1.7 Compatibility with existing systems and hardware/equipment such as but not limited to biometrics, printers, etc.. Linkage is through API.
- 2. <u>Personnel Information Management Administrator</u> <u>Module</u> – allows assigned users to view and manage HR related processes and information below:
  - 2.1 Dashboard users can view information and statistics in both text and graphical format, e.g. number of personnel present/absent, leave credits, absences, tardiness, etc.
  - 2.2 Personnel's 201 File an interface for users with proper rights to enter in at the very least the personnel information detailed below:

#### 2.2.1 General Information

- 2.2.1.1 Basic Information Personal Data Sheet (PDS)
- 2.2.1.2 Names of Qualified Dependent (as per BIR Form 2316)

#### 2.2.2 Employment Records

- 2.2.2.1 Employment type regular, contract of service, consultant, etc.
- 2.2.2.2 Designation, assignment, appointments and movements group, department, etc.
- 2.2.2.3 Employment history private, government, contract of service, etc.
- 2.2.2.4 Membership data GSIS, Philhealth, etc.
- 2.2.2.5 Merits and violations
- 2.2.2.6 Administrative cases
- 2.2.2.7 Others, as may be narrated during data gathering

#### 2.2.3 Compensation and Benefits records

- 2.2.3.1 Salary, allowances and other benefits
- 2.2.3.2 Salary increase history
- 2.2.3.3 Contributions/Deductions
- 2.2.3.4 Pay Scale table
- 2.2.3.5 Payslips
- 2.2.3.6 Others, that may be identified

#### during requirements definition

- 2.2.4 Leaves and Attendance Records
  - 2.2.4.1 Daily Time Logs
  - 2.2.4.2 Time Record and Schedule Adjustments
  - 2.2.4.3 Leave types vacation leave, sick leave, etc
  - 2.2.4.4 Beginning leave balances or accumulated leave earnings
  - 2.2.4.5 Others, that may be identified during requirements definition
- 2.2.5 Requests admin users can monitor and manage the following requests:
  - 2.2.5.1 Leaves
  - 2.2.5.2 Daily Time Record Adjustments
  - 2.2.5.3 Overtime
  - 2.2.5.4 Certifications (employment and contributions)
  - 2.2.5.5 Membership Forms (GSIS, Philhealth, etc.)
  - 2.2.5.6 Monetization of leave credits, etc.
  - 2.2.5.7 Others, that may be identified during requirements definition
- 2.2.6 Personnel Movement Supports the processing, uploading and captures issuance of appointments and other human resource actions, such as but not limited to the following:
  - 2.2.6.1 Promotion
  - 2.2.6.2 Transfer
  - 2.2.6.3 Reemployment
  - 2.2.6.4 Reinstatement
  - 2.2.6.5 Demotion Voluntary/As a result of a disciplinary action
  - 2.2.6.6 Reclassification
  - 2.2.6.7 Reassignment
  - 2.2.6.8 Detail
  - 2.2.6.9 Designation
  - 2.2.6.10 Probationary period
  - 2.2.6.11 Change in item number
  - 2.2.6.12 Step increment
  - 2.2.6.13 Salary adjustment
  - 2.2.6.14 Reinstatement to the same position/item

- 2.2.6.15 Positions marked as co-terminus with the incumbent
- 2.2.6.16 Others, that may be identified during requirements definition
- 2.3 Loan information an interface for users with the proper rights to manage loans and loan types available for the personnel, as well as maintain personnel's loan records
  - 2.3.1 Loans GSIS Loan, Pag-Ibig, company (ex. provident fund), etc.
  - 2.3.2 Loan types salary, calamity, housing, etc.
  - 2.3.3 Employee loan records
  - 2.3.4 Others, that may be identified during requirements definition
- 2.4 Additional Contributions / Deductions with Employee / Employer Share an interface for users with the proper rights to manage additional contributions / deductions (ex. provident fund etc.); this should be able to keep deduction / contribution records including total deductions/contributions with individual ledgers
- 2.5 Employee related reports access to reports provided for in the Reports Module (e.g. PDS, service records, etc.)
- 2.6 Capable of generating collected feedback and reviews from employees
- 2.7 Reminders and other notification Alerts a function to notify users of upcoming important events or actions performed within the system, e.g. below allowed net pay, approval of requests, update of personal information, etc.
- 3. <u>Employee Information Management Self-Service Module</u> allows employees to view and manage their own HR related processes and information.
  - 3.1 Dashboard users can view information and statistics in both text and graphical format, e.g. number of personnel present/absent, leave credits, absences, tardiness, etc.
  - 3.2 Personnel's 201 File an interface for employees to enter in at the very least the personnel information detailed below:

#### 3.2.1 General Information

- 3.2.1.1 Basic Information Personal Data Sheet (PDS)
- 3.2.1.2 Names of Qualified Dependent (as per BIR Form 2316)

#### 3.2.2 Employment Records

- 3.2.2.1 Employment history private, government, contract of service, etc.
- 3.2.2.2 Membership data GSIS, Philhealth, etc.
- 3.2.2.3 Others, that may be identified during requirements definition

#### 3.2.3 Compensation and Benefits records

- 3.2.3.1 Salary, allowances and other benefits
- 3.2.3.2 Salary increase history
- 3.2.3.3 Contributions/Deductions
- 3.2.3.4 Payslips
- 3.2.3.5 Others, that may be identified during requirements definition

#### 3.2.4 Leaves and Attendance Records

- 3.2.4.1 Daily Time logs
- 3.2.4.2 Time Record and Schedule Adjustments
- 3.2.4.3 Leave types vacation leave, sick leave, etc
- 3.2.4.4 Beginning leave balances or accumulated leave earnings
- 3.2.4.5 Others, that may be identified during requirements definition
- 3.2.5 Requests users can file for request via online form and provide request validation based on certain conditions for the following:
  - 3.2.5.1 Leaves
  - 3.2.5.2 Daily Time Record Adjustments
  - 3.2.5.3 Overtime
  - 3.2.5.4 Certifications (employment and contributions)
  - 3.2.5.5 Membership Forms (GSIS, Philhealth, etc.)

- 3.2.5.6 Monetization of leave credits, etc.3.2.5.7 Others, that may be identified during requirements definition
- 3.3 Loan information an interface for employees to view loans and loan types available, as well as employees loan records.
- 3.4 Employee related reports access to reports provided for in the Reports Module (e.g. PDS, service records, etc.).
- 3.5 Reminders and other notification Alerts a function to notify users of upcoming important events or actions performed within the system, e.g. below allowed net pay, approval of requests, update of personal information, etc..
- 3.6 Capable of collecting feedback and reviews from employees.
- 4. Payroll Management Module allows assigned users to process the payroll for all types of employees. Handles tax computations, take home pay administration, one-time runs, bank files, accounting entries, disbursements, first and last pays, remittance files and proof of remittance, bank account information and others, as may be narrated during data gathering with compliance to the following:
  - 4.1 Monthly Payroll Computation (Comprehensive Tax Reform Program of 1997)
  - 4.2 Updateable Government Tables as basis for computation:

#### 4.2.1 GSIS Table

4.2.1.1 Personal Share (9% of Monthly Compensation – 2% Life, 7% Retirement) & Government Share (12% of Monthly Compensation - 2% Life, 10% Retirement)

#### 4.2.2 Philhealth Table

- 4.2.2.1 Philhealth Circular No. 2024-004
- 4.2.3 Pag-Ibig Table

- 4.2.3.1 Republic Act No. 9679
- 4.2.3.2 Pag-Ibig Fund Circular No. 460, series of 2024
- 4.2.4 Withholding Tax and Exemptions Table
  - 4.2.4.1 Revenue Regulations No. 11-2018
- 4.2.5 Wage Rate Table
  - 4.2.5.1 Latest Wage Order from the National Wages and Productivity Commission
- 4.3 Computation thru data entry, import, migration or direct integration from existing systems of the following but not limited to:
  - 4.3.1 Attendance adjustments
  - 4.3.2 Leaves
  - 4.3.3 Absences
  - 4.3.4 Tardiness or undertime
  - 4.3.5 Rest or holiday work
  - 4.3.6 Overtime
  - 4.3.7 "Tawid-Araw" Overtime including "Tawid-Buwan"
- 4.4 Computations of deductions and allowances:
  - 4.4.1 Withholding Tax
  - 4.4.2 Contributions
    - 4.4.2.1 GSIS
    - 4.4.2.2 Philhealth
    - 4.4.2.3 Pag-Ibig
    - 4.4.2.4 Company (ex. provident fund, etc.)
  - 4.4.3 Loans
    - 4.4.3.1 GSIS
    - 4.4.3.2 Pag-Ibig
    - 4.4.3.3 Company (ex. provident fund, etc.)
  - 4.4.4 Allowances and Bonuses
    - 4.4.4.1 Taxable
    - 4.4.4.2 Non-taxable
    - 4.4.4.3 Regular bonuses
    - 4.4.4.4 Pro-rated bonuses
- 4.5 Computation of Retroactive Pay, Last Pay and/or Separation Pay

- 4.6 Notification to alert when certain set parameters are not met, e.g. take home pay below a certain amount determined by current BCDA policy and/or government policy, etc. so that these can be excluded from payroll processing.
- 5. <u>Time & Attendance Management Module</u> allows assigned users to process time and attendance data to generate the employee's daily time record:
  - 5.1 From a biometric system (fingerprint scan, ID, face recognition etc.).
  - 5.2 From Time In and Time OUT of employees who are on Work From Home (WFH) schedule.
  - 5.3 From Flexi-time for employees with flexible time schedules.

This will also allow the assigned users to administer DTR adjustments, leave applications, overtime requests and compensatory overtime credit, including compensatory time-off.

- 6. <u>Online Job Application Portal</u> allows job applicants to register and apply for a job openings through the online portal:
  - 6.1 Allow external or existing employees to apply for open positions
  - 6.2 Provide a login or registration process for applicants applying online
  - 6.3 Display published job openings and relevant details such as the job description, qualifications, technical competencies, salary, etc.
  - 6.4 Allow applicants to create their profiles, apply and search open positions, update necessary information
  - 6.5 Allow applicants to encode required information according to the CSC form and upload necessary supporting documents
  - 6.6 Allow applicants to track the status of their application
  - 6.7 Allow applicants to cancel their applications
  - 6.8 Allow existing employees to be notified of a job opening within the employee self-service portal
- 7. Recruitment, Selection and Placement Module allows the human resource personnel to create and publish job openings for recruitment of new hires. It also covers the applicant selection and appointment within the organization:

- 7.1 Centralize source of applicant's information
- 7.2 Allow posting of job vacancy
- 7.3 Allow the assigned users to set a deadline for submission of an application for job opening and keep track of all submitted applications for the specific post
- 7.4 Support online processing of applications through an online workflow process, where each step of the review is being tracked from one stage to the next, from pre-screening to verification
- 7.5 Capture different recruitment status such as for hiring, for interview, for examination, etc.
- 7.6 Monitor applications or appointments which may be withdrawn by the applicant
- 7.7 Allow the assigned users to generate various reports such as but not limited to: (please refer to **Annex A** and **Annex B** for the detailed list of reports)
  - 7.7.1 Applicants for Plantilla Positions
  - 7.7.2 Appointment Form
  - 7.7.3 CS Form 8 DIBAR
  - 7.7.4 Form 4 Assumption of Duty
  - 7.7.5 Database of Awards and Demographics List of Qualified Applicants
  - 7.7.6 List of Vacant Positions
  - 7.7.7 Recruitment Aging and Processing Report
  - 7.7.8 Appointments
    Transmittal Action
    Form Issued
  - 7.7.9 Report on Appointments Issued
  - 7.7.10 Status of Recruitment and Selection Process
  - 7.7.11 Mode of Talent Sourcing Report
  - 7.7.12 Others, that may be identified during requirements definition
- 7.8 Allow scheduling of interviews and examinations by the assigned users
- 7.9 Allow the assigned users to assess an applicant and capture rating per criteria through interviews, examinations, etc.
- 7.10 Allow sending of email notifications
- 7.11 Process the appointment of a selected candidate online by capturing the required position details,

- appointment status, and documentary requirements for payroll, etc.
- 7.12 Capture appointment status information such as, but not limited to:
  - 7.12.1 Effectivity of Appointment
  - 7.12.2 Date of Oath of Office
  - 7.12.3 Assumption date
- 7.13 Seamlessly integration of hired applicant records to the Employee Records
- 7.14 Assign newly hired employees with a work schedule, leave credits, compensation and deductions, etc.
- 8. <u>Learning and Development (L&D) Module</u> allows to process data of employees to come up with the recommended intervention/s per position or per employee and with proposed schedule:
  - 8.1 Integrate data with other modules such as Performance Management, Human Resource, Rewards and Recognition, etc.
  - 8.2 Allow online creation and update of details on Individual Development Plans, specifying priorities based on development targets for specific core competencies:
    - 8.2.1 Setup current and target competencies
    - 8.2.2 Definition of learning objectives
    - 8.2.3 Definition of performance goals
  - 8.3 Allow recording of training opportunities offered by the organization and define according to the following but not limited to:
    - 8.3.1 Date offered
    - 8.3.2 Purpose
    - 8.3.3 Competency target
    - 8.3.4 Fund source
  - 8.4 Allow recording of various training events conducted and capture information such as but not limited to:
    - 8.4.1 Schedule
    - 8.4.2 Competency target
    - 8.4.3 Budget

- 8.4.4 List of participants
- 8.4.5 Evaluation result per participant
- 8.5 Manage various scholarships offered, capturing basic information and corresponding service obligation, if any.
- 8.6 Manage various foreign travel opportunities, capturing basic information and corresponding service obligation, if any.
- 9. <u>Rewards and Recognition Module</u> allows assigned users to assist in the search and assessment of deserving employees.
  - 9.1 Allows the submission of nominees for an award, capturing nominee details such as but not limited to length of service, previous awards, accomplishment/s, and supporting documents.
  - 9.2 Allows the recording of awards details such as but not limited to type of award, date of awarding, and award given (monetary/non-monetary).
- 10. <u>Performance Management Module</u> allows assigned users to capture and monitor the accomplishment of the employees.
  - 10.1 Captures prescribed Strategic Performance Management System data but not limited to:
    - 10.1.1 Target
    - 10.1.2 Accomplishments
    - 10.1.3 Weight
    - 10.1.4 Rating
  - 10.2 Viewing of Competency Self-Assessment data of employees.
  - 10.3 Adding of reports under related to Monitoring and Coaching according to rating period, capturing details such as but not limited to:
    - 10.3.1 Significant incidents
    - 10.3.2 Feedback
    - 10.3.3 Action Plans
  - 10.4 Review and approval of Individual Development Plans.

- 10.5 Generation of reports, such as but not limited to the following:
  - 10.5.1 Individual Performance Evaluation Report
  - 10.5.2 Performance Rating
- 11. <u>Health and Wellness Module</u> allows assigned users to manage the health and wellness data of employees.
  - 11.1 Allows recording of various health and wellness activities
  - 11.2 Captures list of participants in various activities
  - 11.3 Captures medical services rendered and supplies provided to an employee
  - 11.4 Captures the sick leave history of an employee
  - 11.5 Captures health statistics and demographics (age, sex, blood type, top illnesses, etc. )
- 12. <u>Forms and Workflow Module</u> allows assigned users to design forms and dynamic workflow for use in automating HR processes that requires approval.
  - 12.1 Must be able to handle workflows with multiple approvers.
  - 12.2 Provide for approver escalation/revision when approver is unavailable (next higher rank and/or next in rank scheme).
  - 12.3 Capable of approval using digital signature.
  - 12.4 Prevent double routing to the same recipient/approver.
  - 12.5 Viewing/monitoring/tracking need not be included in the workflow but can be assigned a view only role.
- 13. Reports Module generate the following reports (allow the specified users to print, display on-screen or extract to various file formats and to incorporate digital signature), among others (please refer to **Annex A** and **Annex B** for the detailed list of reports):
  - 13.1 Civil Service Commission (CSC), Governance Commission for GOCC (GCG) and other regulatory agencies prescribed forms which can be updated anytime:
    - 13.1.1 Personal Data Sheet
      - 13.1.1.1 Personal Details;

	13.1.1.2 Employment and Work Experience
	Details;
	13.1.1.3 Family Background Details;
	13.1.1.4 Educational Background Details;
	13.1.1.5 Eligibility Details;
	13.1.1.6 Voluntary Work Details;
	13.1.1.7 Training and Seminars Attended
	Details; 13.1.1.8 Awards and Other Information
	Details, and
	13.1.1.9 References.
	13.1.1.7 References.
1:	3.1.2 Daily Time Record (DTR) Summary
	3.1.3 Application for Leave Form
1	3.1.4 Leave Card
13.2 P	Payslip Payslip
	3.2.1 Individual
1	3.2.2 Whole organization
	3.2.3 Per Group 3.2.4 Per Department
1	3.2.5 Per Division
I .	3.2.6 Bonus
	0.20
13.3 S	lummary Reports
	3.3.1 Payroll Register
	3.3.2 Payroll Journal
1	3.3.3 Gross Pay
1	3.3.4 Net Pay
1.	3.3.5 Bonus
	13.3.5.1 Taxable 13.3.5.2 Non-Taxable
	13.3.5.3 Tax Withheld
	13.3.3.3 TAX VVICINICIU
1:	3.3.6 Allowances
I .	3.3.7 Contributions/Deductions (all
	contributions/deductions including
	company with employee-employer share
	(ex. provident fund) among others)
13	3.3.8 Loans (all loans including company
	specific loans (ex. provident fund) among
	others)
13	3.3.9 Others, that may be identified during
	requirements definition
13.4 P	Personnel Reports
13.4 F	er sormer reports
1:	3.4.1 Master List
1	3.4.2 Per Position
13	3.4.3 Per Group/Department/Division
l	I I

	13.4.4	Per En	nployment Type
	13.4.5	Per Co	ntract Status
			nployment Status
	13.4.7	Per Sal	ary detail
		Per Da	
		Per Te	l l
	13.4.10		lentification Numbers – Company,
	10 / 11	GSIS, T	
	13.4.11		t, that may be identified during
		require	ements definition
13.5	Bank R	Reports	
		_	
			count details
		Bank F	
		Proof I	l l
	13.5.4		t, that may be identified during
		require	ements definition
13.6	Govern	ment M	landated Reports
10.0	doverr		amadea reports
			mmary Reports
			Alphalist
		6.1.2	
	13.	6.1.3	* *
			Compensation Payment/ Tax
			Withheld Form -2316
	13.6.2	GSIS St	ummary Reports
		6.2.1	
		6.2.2	
	13.	6.2.3	Payroll Journal
			ig Summary Reports
		6.3.1	
		6.3.2	
	13.	6.3.3	· , ,
	4.0	<i>(</i>	Remittance Form –M1-1
	13.	6.3.4	Monthly Remittance Schedule
	12	6.3.5	Form – P2-4 Certificate of Contributions
		6.3.5 6.3.6	l l
		6.3.7	l l
	13.	0.0.7	Pate Specific
	13.6.4	Philhe	alth Summary Reports
		6.4.1	
	13.	6.4.2	Employer's Remittance Report -
			RF-1
		6.4.3	
	13.	6.4.4	Date Specific
İ			I

- 13.7 Retroactive Pay, Last Pay and/or Separation Pay Report
- 13.8 Payroll Expense and Cost Center Report
- 13.9 Certificate of Contributions/Deductions (all contributions/ deductions including company with employee-employer share (ex. provident fund) among others).
- 14. <u>Data Exchange (Export and Import) Module</u> For bulk transactions and inter-system compatibility, importation of Excel templates shall be provided for the following, among others:
  - 14.1 Attendance
  - 14.2 Leaves
  - 14.3 Allowances
  - 14.4 Contributions/Deductions
  - 14.5 201 File
  - 14.6 Other master data
  - 14.7 Others, that may be identified during requirements definition

An export facility shall also be provided to further enhance inter-system compatibility, this shall include data summaries, summary and ad hoc reports. The format will be based on the needs of the existing system that would be accepting the exported file.

- 15. <u>Data Visualization Module</u> The system should provide a real-time dashboard and generate data analytics reports, visualization of aggregated data using key data on demographics, performance, payroll information, etc. (please refer to **Annex B** for the detailed list of management reports and dashboard charts).
- C. Integration and Customization provide technical services for the following:
  - To develop HRIS modules, functions, features, forms and reports that are required in compliance with the BCDA policies and regulatory agencies that are not covered by the HRIS Subscription Software-as-a-Service (SaaS) by default.
  - 2. To ensure the seamless integration of the HRIS with existing systems, at the very least with the ERP and Biometric systems.

# D. Technology Transfer - the provision of necessary technical trainings that cover systems, database administration, manual processes, procedures, and policies:

- 1. Training of Administrators.
- 2. Training for various types of end-users.
- 3. To transfer knowledge on system management by conducting training workshops on systems administration, basic coding, basic database maintenance and uploading of data.
- 4. To turn over the complete system documentation like training manuals, quick guides, FAQs, etc.
- 5. Training schedule must be agreed by both parties.
- 6. Training will be conducted onsite.

## E. Total migration from existing systems (for data that HRIS will be the primary repository of):

- 1. The total migration and integration that will be preparatory to the systems final deployment into the production stage shall be conducted.
- 2. The actual data migration from the existing system's database into the new database shall be done.
- 3. The integration of the system in the existing security and access control shall be observed.
- 4. Test run on previous payroll period to check accuracy.
- 5. Provision for backup, restoration and recovery procedures.

#### F. Service Availability/Uptime Performance

The SUPPLIER shall ensure minimum service availability/uptime performance of 99.50% during the duration of the contract.

The SUPPLIER shall submit a monthly Service Availability/Uptime Monitoring Report as part of the billing

statement to ensure the compliance with the 99.50% service availability/uptime performance.

Failure to comply with the 99.50% service availability/uptime performance will result in penalty charges as indicated on the table below which shall be deducted to the SUPPLIER's payment receivables on the last billing cycle:

Availability	Allowable downtime per contract year	Penalty charges per hour or a fraction thereof beyond the allowable downtime for the contract year
99.50%	23 Hours, 28 minutes and 8 seconds	Php 1,200.00

Allowable downtime per contract year will also be covered when the website is under a scheduled maintenance activity.

#### **G.** System Security

The SUPPLIER shall provide, update, implement and facilitate all the security components of the system to ensure that the system is secured and protected from all the cybersecurity threats that may lead to possible data breach and inaccessibility of the system.

In the event that a cybersecurity breach has been confirmed, the SUPPLIER shall submit a Security Breach Incident Report within forty-eight (48) hours from the time the incident happened.

The client will impose a penalty charge amounting to Php 50,000.00 for every breach incident occurred and will be deducted to the SUPPLIER's payment receivables on the next billing cycle after the incident.

#### H. After-project Service and Support.

1. No additional cost for system update and/or system revisions for changes mandated by the law, prescribed by

regulatory agencies, national government, including changes mandated by the Governance Commission for GOCCs (GCG) until one (1) year after the lapse of the one (1) year after-project service and support.

- 2. Provide 8x5 Help Desk services and support for four (4) months after project turnover.
- 3. Availability of the SUPPLIER for consultation, system improvement and support for a period of one (1) year after project turnover.
- 4. Definition of severity, target response and resolution times are shown below.

Severity	Condition	Response Time	Resolution Time	Frequency of Updates
1	System is down or does not function at all; system unavailable, inaccessible and/or has data integrity issues with no workaround available, resulting in total disruption of work or critical business impact.	3 hours	6 hours	Twice every business day
2	A component of the system is not performing, creating a significant operational impact; major functionality is impacted or significant performance degradation is experienced; issue is persistent and affects many users and/or major functionality; no reasonable workaround available.	6 hours	12 hours	Every business days

3	A component of the system is not performing as documented; there are unexpected results; problems can be circumvented; there is moderate or minor operational impact; system performance issue or bug affecting some but not all users; short-term workaround is available.	24 hours	24 hours	Every 2 business days
4	Questions pertain to usage questions or clarification of documentation; inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, configuration, upgrades, or performance; bugs affecting a small number of users; acceptable workaround available.	48 hours	48 hours	Every 4 business day

For every delay in resolution equivalent to a full unit of the stated resolution time or a fraction thereof, a penalty of one tenth (1/10) of one percent (1%) should be imposed from the remaining ten percent (10%) of the total project cost stated in Item I.

E.g. – A delay of anywhere from 1 to 6 hours in the resolution of a severity 1 issue will be penalized one tenth (1/10) of one percent (1%) from the remaining ten percent (10%) of the total project cost. The penalty will continue to be applied every 6 hours of delay thereafter.

Penalty shall only apply to the scope of the project deliverables.

#### III. Provider Eligibility Requirements

- 1. The following shall be allowed to participate in the bidding:
  - 1.1 Filipino citizen/sole proprietorships;
  - 1.2 Partnerships duly organized under the laws of the Republic of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - 1.3 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;
  - 1.4 Cooperatives duly organized under the laws of the Philippines; or
  - 1.5 Persons/entities forming themselves into a joint venture, 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 thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 2. The SUPPLIER must have at least five (5) years of cloud-based HRIS development and implementation experience.
- 3. The SUPPLIER must have satisfactorily completed a similar contract with at least two (2) government agencies in the last five (5) years.
- 4. The SUPPLIER must have been in an IT Business for at least five (5) years.

#### IV. Confidentiality of Data

To ensure the confidentiality of all information that will come to the knowledge of the SUPPLIER, a Non-Disclosure Agreement (NDA) shall be executed between BCDA and the SUPPLIER.

#### V. Compliance and Compatibility

The SUPPLIER shall make the system compliant with Philippine regulatory and statutory laws (latest versions) specific for government agencies relevant to the Civil Service and Payroll processing.

It should also be compliant to the Data Privacy Act and the Electronic Commerce Act.

It must be compatible with the latest version across different web browsers and devices with mobile-responsive design and also compatible using Digital Signature technology.

## **List of Required Human Resource Reports**

Application for Leave Form
Appointment Certificate (KSS Porma Blg. 33)
ATM Alpha List
Bank Payroll Register
BIR 1601-C (Monthly Report of Tax Withheld)
BIR 2316 (Certificate of Compensation Payment/ Tax Withheld)
BIR Alphalist
BIR Alphalist Terminated before year end
BIR Alphalist with Previous Employer
BIR Tax Payments
Certificate of Employment
Certificate of Employment with Compensation
Certificate of Employment with Duties and Responsibilities
Certificate of Employment With or Without Compensation
Certificate of Last Salary Received
Certificate of Leave Credits (Monthly)
Certificate of Leave Without Pay
Compensatory Overtime Credit Monitoring
Consolidated Remittance List per Unit
Consolidated Remittance Summary per Unit
Daily Time Record (DTR) Summary
Disbursement Voucher
DTR Adjustments Summary Report
Employment History
Entitlement of Longevity Pay
Entitlement of Loyalty Pay
Entitlement of Post Graduate Course
Entitlement of Salary Adjustment
Forced Leave Report
General Payroll Alpha List per Unit
General Payroll Cover Sheet
General Payroll Summary Grand Total

General Payroll Summary per Unit
General Payslip for Contracts of Service
General Payslip for Regulars and Non-careers
GSIS
GSIS Certificate of Contribution
GSIS Certificate of Contribution
GSIS Contributions Remittance File for Uploading
GSIS Member Registration Form
HDMF
HDMF Housing Loan Remittance
HDMF Modified Pag-Ibig II Remittance
HDMF Multi-Purpose Loan Remittance
Landbank Upload file
Leave Balance Summary Report
Leave Card
Leave Card Monthly Report on Attendance
Leave Monitoring Report
Leave Summary Report
List and Number of Employees by Age
List and Number of Employees by Birth Dates
List and Number of Employees by Class
List and Number of Employees by Employment Status
List and Number of Employees by Gender
List and Number of Employees by Length of Service
List and Number of Employees by Position Title
List and Number of Employees by Profession
List and Number of Employees by Salary Grade
List and Number of Employees by Unit
List of Employees with incomplete DTR entries
Loan Summary Report
Monthly Report on Accession
Monthly Report on Separation
My Approvals
My DTR Summary

My Leave Balance
My Leave Summary
My OT Summary
My Overtime Accomplishment
My Payslip
Notice of Longevity Pay
Notice of Longevity Pay Increase
Notice of Longevity Pay Increase
Notice of Longevity Pay Increase
Notice of Salary Adjustment
Notice of Salary Increment
Notice of Step Increment
Overtime Accomplishment Report
Overtime Summary Report
Overtime Pay Monitoring Report
Pag-ibig Certificate of Contribution
Pag-ibig Contributions Remittance File for Uploading
Pag-ibig Member Registration Form
Paycheck Journal
Payroll Register
Payslip
Perfect Attendance
Performance Ratings of Employees by Class
Performance Ratings of Employees by Employment Status
Performance Ratings of Employees by Position Title
Performance Ratings of Employees by Salary Grade
Performance Ratings of Employees by Unit
Personal Data Sheet
Work Experience Sheet
Personal Services Itemization - Plantilla of Personnel (PSIPOP)
Personnel Movement
Philhealth
Philhealth Certificate of Contribution
Philhealth Contributions Remittance File for Uploading

Philhealth Member Registration Form
Prime-HRM Assessment Report
Remittance List per Unit
Remittance Summary Grand Total
Remittance Summary per Unit
Remittance Summary Report
Report on the Availment of VL, SL, SPL and others
Reports on Appointments Issued
Service Record
Special Payroll Alpha List per Unit
Special Payroll Cover Sheet
Special Payroll Summary Grand Total
Special Payroll Summary per Unit
Special Payslip for Regulars and Non-careers
Tardiness and Undertime
Tardiness and Undertime Monitoring Report
Trainings Attended by Employees by Class
Trainings Attended by Employees by Employment Status
Trainings Attended by Employees by Position Title
Trainings Attended by Employees by Profession
Trainings Attended by Employees by Salary Grade
Trainings Attended by Employees by Unit
Year-end Adjustment Report per Unit
Others, that may be identified during requirements definition

## **List of Required Management Reports and Dashboard Charts**

Headcount by Function
Overall Performance Rating
Applicant Status
Total Salary YTD (vs previous month)
Average Salary
Average Age
Absenteeism Rate
Contracts Expiring
Employee costs/year (vs operating cost)
Compensation Distribution by Department
Absence by Reasons
Employee Distribution (by age, gender, etc.)
Payroll Expense per month
Monthly Payroll Variance
Breakdown of payroll (salary, OT, bonus etc.)
Others, that may be identified during requirements definition

## Section VIII. Checklist of Technical and Financial Documents

#### Class "A" Documents

#### **Legal Documents**

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### **Technical Documents**

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and
  - (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
    - (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, OriginalNotarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### **Financial Documents**

#### Class "B" Documents

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

#### II. FINANCIAL COMPONENT ENVELOPE

(i) Original of duly signed and accomplished Financial Bid Form; and

Other documentary	y requirements under RA No. 9184 (as applicable)
	(k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
	(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

(j) Original of duly signed and accomplished Price Schedule(s)

#### Section IX. Bid Forms

#### **Bid Form**

Date:
Invitation to Bid No.(reference no.):

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY 2<sup>nd</sup> Floor Bonifacio Technology Center 31<sup>st</sup> St., Cor. 2<sup>nd</sup> Ave., Bonifacio Global City Taguig 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] [description of the Goods] 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 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.

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

the attached Schedule of Prices, shall be a ground for the rejection of our bid.

# Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines								
Name of <u>Bidder</u>				Proj	_ Page _	of		
1 2	3	4	5	6	7	8	9	10
Item Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+8+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)
Name: Legal Capacity Signature:	y:							

Duly authorized to sign the Bid for and behalf of:

#### Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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, 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 Department 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. [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.
- 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	<b>WITNESS</b>	WHEREOF,	Ι	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]

## **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPU	BLIC OF THE PHILIPPINES)
CITY	OF) S.S.
	BID SECURING DECLARATION
	Project Identification No.(reference no.): [Insert number]
To: [In	nsert 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 upor 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 have declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.
	ITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month] at [place of execution].
	[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity]

### [Jurat]

Affiant

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

## Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

## Statement of All Ongoing Government and Private Contracts

Business Name Business Addres				arded but not ye			
Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							
*Continue in a separ	ate sheet if necessary						
Submitted by :_S	ignature over Printed	Name of Authoriz	ed Representative				
Date :_							

- Note:

  If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.

  The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

#### Statement of Single Largest Completed Contract (SLCC) Similar in Nature to the Contract to be Bid

Business Name Business Address	:		_			
Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Date of Delivery
Submitted by :	ature over Printed Na	me of <u>Authorized</u> Repres	sentative			
Date :						
Note: This statement shall  End User's Ac Official Receip Sales Invoice	cceptance; or ot of the last payment	_				

Standard Form Number: SF-GOOD-14

Revised on: May 24, 2004

#### FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

								J	
	NFCC = I	K (curi		current lia	bilities) mii	d on the abovenus the value		ongoing co	ontracts
	NFCC = P $K = 15$								
Su	abmitted by:								
Na	ame of Suppli	er / Dis	tributor / Ma	nufacturer					

NOTE:

Date:

Signature of Authorized Representative

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

## Section X. Schedule of Bidding Activities

## PROCUREMENT OF HUMAN RESOURCE INFORMATION SYSTEM (HRIS)

No.	ACTIVITIES	DATE/SCHEDULE (2024)
1	Pre-Procurement Conference	16 May 2024
2	Posting (Website, PhilGEPS & BCDA Premises)	30 May 2024
3	Issuance of Bid Documents	30 May 2024 - 24 June 2024
4	Pre-Bid Conference	1:00 PM, 10 June 2024
5	Deadline for Request for Clarification, if any	14 June 2024
6	Issuance of Bid Bulletin, if any	18 June 2024
7	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	12:00 PM, 24 June 2024
8	Opening of the ff: Eligibility Requirements and the Financial Proposal	1:00 PM, 24 June 2024
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)*	25 June 2024 to 01 July 2024
10	Presentation of detailed bid evaluation*	01 July 2024
11	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification*	01 July 2024
12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)*	02 July 2024 to 15 July 2024
13	Deliberation by BAC of the Results of Post qualification*	18 July 2024
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)*	On or before 17 July 2024
15	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 19 July 2024
16	Issuance of Notice to Proceed and Contract Signing*	On or before 24 July 2024

<sup>\*</sup>Subject to Change

