

PHILIPPINE BIDDING DOCUMENTS



Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission

Government of the
Republic of the Philippines
Insurance Commission

Project Reference Number: 2023-11-404 A

Sixth Edition

30 November 2023

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila



INVITATION TO BID

PROCUREMENT OF SERVICES FOR THE SUBSCRIPTION OF HUMAN RESOURCE INFORMATION SYSTEMS (HRIS) FOR THE INSURANCE COMMISSION PROJECT REFERENCE No. 2023-11-404 A

1. The Insurance Commission, through the Government of the Philippines (GOP) under 2023 Special Account of General Fund (SAGF) 151 intends to apply the sum of **Forty Million Pesos (Php40,000,000.00), inclusive of 12% VAT**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission**. Bids received in excess of the ABC, and late bids shall be automatically rejected at bid opening.
2. The Insurance Commission (IC), through its Bids and Awards Committee, now invites bids for the **Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission**. Delivery of the Goods is required as indicated in the **Bid Data Sheet**. Bidders should have completed, **within five (5) years from the date of submission and receipt of bids, a contract similar to the Project**. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act." Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and 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. Prospective Bidders may obtain further information from the IC-BAC Secretariat at Telephone No. (02) 8523-8461 local 107 or through email (bacsec@insurance.gov.ph) and inspect the Bidding Documents at the address given below from **9:00 A.M. to 4:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **30 November 2023** from the given address and the IC website (<https://www.insurance.gov.ph/public-bidding/>) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (Php25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

Moreover, starting **30 November 2023**, the Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), and the IC website (<https://www.insurance.gov.ph/public-bidding/>) provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The **Insurance Commission** will hold a **Pre-Bid Conference** on **07 December 2023, 3:00 P.M.** at the **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita Manila**, which shall be open to prospective bidders.

Interested bidders may send their request to participate in the Pre-Bid Conference through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph. The procuring entity shall only accept a **maximum of two (2) company representatives** for the Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat manual submission at the office address indicated below on or before **22 December 2023, 12:00 NN**. 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 **ITB Clause 14**.
9. Bid opening shall be on **22 December 2023, 03:30 P.M.** at the **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

Interested bidders may send their request to participate in the Bid Opening through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph. The procuring entity shall only accept a **maximum of two (2) company representatives** for the Bid Opening.

10. Each Bidder shall submit one (1) original and two (2) copies of the First and Second components of its bids: A three-envelope system. In addition, bidders are required to include a soft copy in the original bid submission. Kindly refer to Section II, item 15.
11. The **Insurance Commission** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184 without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MR. ARTURO S. TRINIDAD II
BAC Chairperson
Insurance Commission
1071 United Nations Avenue, Ermita, Manila
8523-8461 local 107
Email address: bacsec@insurance.gov.ph

You may visit the following websites:

For downloading Bidding Documents:
<https://www.insurance.gov.ph/public-bidding>

[ORIGINAL SIGNED]
ARTURO S. TRINIDAD II
BAC Chairperson

30 November 2023

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **INSURANCE COMMISSION**, wishes to receive Bids for the **Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission**, with identification number **Project Reference No. 2023-11-404 A**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below **2023 Special Account in the General Fund (SAGF) 151** in the amount of **Forty Million Pesos (Php40,000,000.00), inclusive of 12% VAT**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - a. 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;

- b. 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;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. 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 **Subcontracting is not allowed.**

- 7.2. Subcontracting 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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and at its address as indicated in **Paragraph 6** of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC, as indicated in **ITB** Clause 5.3, should have been completed **within five (5) years from the date of submission and receipt of bids, a contract similar to the Project** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in Paragraph 1 of the **IB** shall not be accepted.

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

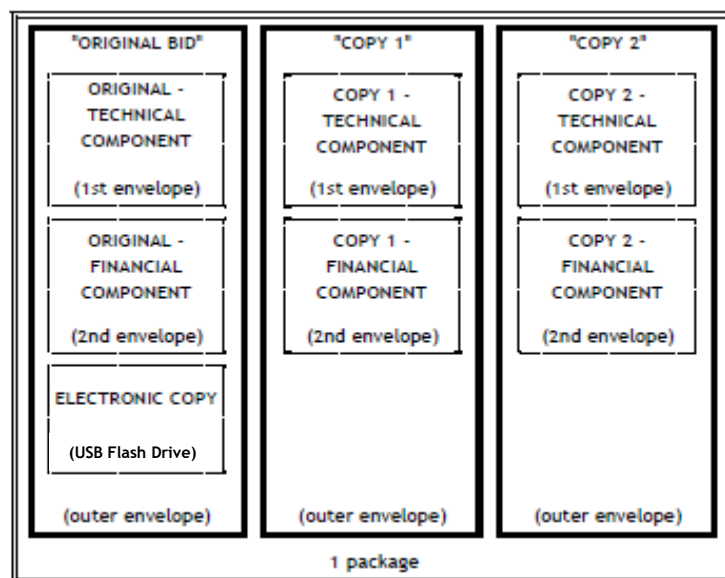
- 13.2. Payment of the contract price shall be made in **Philippine Pesos**.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **20 April 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) original and two (2) copies of the technical and financial components of its bid as illustrated below:



In addition, all documents comprising the Technical and Financial Components shall be electronically scanned and recorded in a USB Flash Drive. The Flash Drive shall be marked as "ELECTRONIC COPY" and shall be put inside the sealed envelope labeled "ORIGINAL BID".

All submissions must be contained and sealed in one (1) package.

Each sealed Bid shall be labeled as follows:

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

<HEADER/LABEL>

ATTENTION: **THE BAC CHAIRPERSON**
INSURANCE COMMISSION
1071 United Nations Avenue, Ermita Manila, 1000

NAME OF PROJECT: Project Name

PROJECT REFERENCE NO.: Project Reference Number

DATE AND TIME OF BID OPENING: Date and Time

BIDDER'S NAME: Company Name

BIDDER'S ADDRESS: Company Address

DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING

<HEADER/LABEL> shall be:

1. **“ORIGINAL BID PLUS TWO COPIES INSIDE”** – for the bid package
2. **“ORIGINAL BID”** – for the 1st outer envelope
 - a. **“ORIGINAL - TECHNICAL COMPONENT”** – for the 1st envelope inside the 1st outer envelope
 - b. **“ORIGINAL - FINANCIAL COMPONENT”** – for the 2nd envelope inside the 1st outer envelope
 - c. **“ELECTRONIC COPY”** – USB Flash Drive
3. **“COPY 1”** – for the 2nd outer envelope
 - a. **“COPY 1 - TECHNICAL COMPONENT”** – for the 1st envelope inside the 2nd outer envelope
 - b. **“COPY 1- FINANCIAL COMPONENT”** – for the 2nd envelope inside the 2nd outer envelope
4. **“COPY 2”** – for the 3rd outer envelope
 - a. **“COPY 2 - TECHNICAL COMPONENT”** – for the 1st envelope inside the 3rd outer envelope
 - b. **“COPY 2- FINANCIAL COMPONENT”** – for the 2nd envelope inside the 3rd outer envelope

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in **Paragraph 7** of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

The Project shall be awarded One (1) Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit **its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.**

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission</p> <p style="margin-left: 40px;">b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Subcontracting is not allowed								
12	The price of the Goods shall be quoted DDP 1071 United Nations, Ermita Manila , or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 20%;">Approved Budget for the Contract (P)</th> <th style="width: 25%;">Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)</th> <th style="width: 25%;">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)</th> <th style="width: 30%;">Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">40,000,000.00</td> <td style="text-align: center;">800,000.00</td> <td style="text-align: center;">2,000,000.00</td> <td style="text-align: center;">No required Amount</td> </tr> </tbody> </table> <p>If the Bid Security is in the form of cashier's/manager's check, the payee shall be "INSURANCE COMMISSION."</p>	Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	40,000,000.00	800,000.00	2,000,000.00	No required Amount
Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)						
40,000,000.00	800,000.00	2,000,000.00	No required Amount						
15	Additional instructions were stated in ITB Number 15								
19.3	<p>The Project will be awarded in One (1) Lot:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 10%;">Quantity</th> <th style="width: 50%;">Item/Description</th> <th style="width: 30%;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1 lot</td> <td style="text-align: center;">Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) the Insurance Commission</td> <td style="text-align: center;">P40,000,000.00</td> </tr> </tbody> </table>	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	1	1 lot	Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) the Insurance Commission	P40,000,000.00
Lot No.	Quantity	Item/Description	Approved Budget for the Contract						
1	1 lot	Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) the Insurance Commission	P40,000,000.00						
20.2	Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:								

1. **Present original copy and submit certified true copy of the following:**

- a. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- b. Valid and current Business/Mayor's Permit issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas;
- c. Valid and current Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
- d. Audited Financial Statements (AFS) for CY 2022 received (with stamped receipt or with attached copy of acknowledgment thru email) by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2022;
- e. **2022 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005**; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (**including copy of VAT returns and corresponding payments for the last 6 months**);
- f. POs or Contracts for all Ongoing Contracts as listed per submitted Annex I with corresponding contact details (contact person, contact number & e-mail address);
- g. POs, Contracts or any equivalent document as proof of at least five (5) years of experience in providing similar contracts with active contact details;
- h. Certificate of Performance Evaluation (**Annex VII**) or equivalent document with a rating of at least Satisfactory issued by the Largest Contract/s Client/s of the bidder per submitted Annex I-A. The certification/document must indicate that the evaluation was based on the bidder's performance on timely delivery, compliance to specifications, warranty and after sales service.

(In case of a Joint Venture between local companies, both partners must present/submit above item a. In case of a foreign partner, must present/submit a Corporate Financial Statement or Annual Report)

2. **Submit original copy of the following:**

- a. Company Profile (per **Annex VIII**). Company printed brochure may be included.
- b. Vicinity map/location of the business.
- c. Certification or any equivalent document as proof that the bidder is a solutions provider for at least five (5) years in the Philippines for the brand being offered.
Note: Said document must be dated not later than 2018
- d. Certification or any equivalent document that the bidder has its 24/7 helpdesk support system via phone and email support which includes the following:

	<ul style="list-style-type: none"> i. Single point of Contract for Problem Reporting ii. Technical Engineer Dispatch Facility iii. Case Logging and Monitoring iv. Technical Support History and Reporting e. Brochure (original or internet download/Technical Data Sheet or equivalent) of the following items/services being offered showing compliance to the technical specifications attached with its corresponding computation. <i>(If not in English, please refer to Clause 10.3 of the Instructions to Bidders and Section 23.2 of the 2016 Revised IRR of RA 9184):</i> <ul style="list-style-type: none"> i. Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission <i>(In case of Joint Venture, both partners must present/submit items a and b)</i> <p>3. Present original copy of the End-User’s Acceptance or Official Receipt/Sales Invoice relative to the Single Largest Completed Contract per submitted IC Form No. 4.</p> <p>4. Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as “COPY 1” and “COPY 2.”</p> <p>5. Submit digital/scanned copy of the Eligibility, Technical, Financial and Post-qualification documents stored in Universal Serial Bus (USB) flash drive.</p> <p>Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents, must be certified by the authorized representative to be true copy/ies from the original.</i></p>
21.2	No further instructions

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

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

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

5. Warranty

- 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

Special Conditions of Contract

GCC Clause	
1	<p>The Project Site is:</p> <p>INSURANCE COMMISSION 1071 United Nations Avenue Ermita, Manila</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to Insurance Commission, 1071 United Nations Avenue, Ermita, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity's Representatives at the Project Site are MS. REVELYN R. MOJICA AND ENGR. JASON M. AMPOLOQUIO of the Human Resource Division and Information Systems Division, respectively.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Spare Parts –

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

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements.

Packaging –

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

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

	<p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical, the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure in accordance with GCC Clause 22.</p> <p>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.</p>

	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof.</p>
2.2	<p>Payment shall be made in accordance with Section VI. Schedule of Requirements and upon completion of the contract and submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>(a) Inspection conducted by the Internal Control Unit of the IC; and</p> <p>(b) Human Resource Division and Information Systems Division Personnel of the Insurance Commission</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter as delivery period, which is the date of delivery to the project site.

1. The delivery schedule shall be as indicated below:

Project Milestone	Description of the Project	Qty	U/M	Delivered, Weeks/Months
1	Project Plan, Gap Fit, and Project Kick-Off	1	lot	<i>Within Thirty (30) Calendar Days from receipt of Notice to Proceed</i>
2	Phase 1: Data Population and delivery of Core Modules	1	lot	<i>Within One Hundred Fifty (150) Calendar Days after the completion of Project Milestone 1</i>
3	Phase 2: Data Population and delivery of Prime Modules	1	lot	<i>Within Ninety (90) Calendar Days after the completion of Project Milestone 2</i>
4	Go Live	1	lot	<i>Within Thirty (30) Calendar Days after the completion of Project Milestone 3</i>

2. **Service Level Agreement/Warranty Certificate**

The winning bidder must submit an implementation Schedule indicating the required activities and the date of implementation, Sales/Service Invoice, and Service Level Agreement (SLA)/Warranty Certificate.

3. **Acceptance**

Acceptance shall be issued upon compliance with the foregoing. All deliverables mentioned above shall be checked by the IC and complied with by the winning bidder before the final acceptance and turnover of the project.

4. **Liquidated Damages**

- i. Liquidated Damages will be imposed if the delivery of the required documents and/or any deliverables will not be accomplished by the winning bidder as specified in the delivery schedule.

- ii. The applicable rate for the liquidated damages is one-tenth (1/10) of one (1) percent of the total bid price of the winning bidder for every day of delay.

5. **Payment Terms**

Project Milestone	Description	Activities	Delivered, Weeks/Months	% Payment of Contract Price
1	Project Plan, Gap Fit, and Project Kick-Off	<ul style="list-style-type: none"> • Project Kick-off • Data Gathering • Preparation of pre-requisites • Final detailed Implementation Plan • Roles and Responsibilities • Submission of Project Management Plan 	Upon user acceptance of Project Milestone 1	15%
2	Phase 1: Data Population and delivery of Core Modules	<p>Data Population for the following modules:</p> <ul style="list-style-type: none"> • Personnel Information Management Module • Attendance and Leave Credits Module • Payroll Management • Employee Self Service 	Upon user acceptance of Project Milestone 2	40%

Project Milestone	Description	Activities	Delivered, Weeks/Months	% Payment of Contract Price
3	Phase 2: Data Population and delivery of Prime Modules	Data Population for the following modules: <ul style="list-style-type: none"> • Online Job Application Portal • Recruitment, Selection and Placement • Learning and Development (L&D) Module • Rewards and Recognition • Performance Management <ul style="list-style-type: none"> • Health and Wellness • Data Visualization 	Upon user acceptance of Project Milestone 3	35%
4	Go Live	<ul style="list-style-type: none"> • End-User Training • User Acceptance Testing (Parallel Testing) • Deployment and Implementation • Complete Project Documentation • Application and Operating Manuals 	Upon user acceptance of Project Milestone 4 and Issuance of Certificate of Completion	10%

I hereby certify to comply with and deliver all the above requirements.

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Section VII. Technical Specifications

1. Rationale

The Insurance Commission is committed to improve its systems and practices and HRD competencies in line with the Civil Service Commission (CSC) Program to Institute Meritocracy and Excellence in Human Resource Management (PRIME HRM). In line with these efforts, IC seeks to deepen the penetration of IT in its HR processes for efficient delivery of administrative services to its most important resources, its people.

The Human Resource Division (HRD) is expected to lead the initiatives to strengthen the HR systems of IC. However, they are still currently utilizing manual processing like to generate the payroll for Head Office and District Offices employees and does not allow employees access to salary information. Most processes are manually done from 201 filings; updating of service record; leave without pay report generation; computation of employees' salaries; overtime pay; and deductions on taxes; loans, and government-mandated contributions i.e., GSIS, PAG-IBIG, PHILHEALTH for regular employees. This has proven to be costly in the long run due to the time needed to accomplish all these processes manually, it is also causing delays in the processing of information necessary for the performance of key functions of HRD. Thus, an automated and integrated HR system will not only hasten the delivery of service but will also attain the targets set in the 2023 – 2028 Strategic Plan of IC.

2. Objective

The IC Human Resources Information System (IC-HRIS) is a web-based application that manages various HR processes in a centralized system. It aims to cover payroll management; online job application and tracking; recruitment, selection, and placement; personnel information management; compensation and benefits administration; time and attendance; learning and development; rewards and recognition; performance management; health and wellness; leave management; reports generation; and employee self-service portal. It is envisioned to assist the Agency in facilitating seamless integration of all HR processes. Specifically, the IC-HRIS aims the following:

- a. Easy storage and accessibility of all employee records;
- b. Provide one robust system to meet the daily needs of HR and position budgeting functions;
- c. Provide accurate information about human resource and their functioning and relevant environmental factors;
- d. To provide managers the capability to easily access and track information about their employees;
- e. To implement an on-demand, real-time analytics reporting tool, reported by users to be easy to use;
- f. Automate the process of leave administration;
- g. Provide an automated payroll processing system;

- h. Reduce the redundancy and paperwork in the processing of payroll;
- i. Streamline the procedure to lessen unnecessary losses;
- j. Resolve the never-ending conflict of non-remittances to the GSIS, Pag-ibig, PhilHealth, and BIR;
- k. Automate the Recruitment Selection and Promotion process;
- l. Enable processing of employees' salaries on time, anywhere and anytime which will promote efficient and transparent processing of all government employee wages and salaries;
- m. Integrate the existing Biometric systems of IC and include two (2) new Biometric systems for the Cebu and Davao District Offices; and
- n. Allow the sharing of information and exchange of data with other IC systems through an appropriate Application Programming Interface (API).

3. Project Scope

The work involves the delivery of the Human Resources Information System cloud service which covers the following:

- 3.1. Two-year subscription for Four Hundred (400) employees in the Human Resources Information System cloud service;
- 3.2. Deployment and configuration of the HR Solution as described in ***“General, Functional, and Non-Functional Specifications”***;
- 3.3. Implementation of the system using Waterfall and Agile/Scrum methodology;
- 3.4. Migration of the existing records of the HR Division of the IC through the use of available API templates;
- 3.5. End-User training for the System Administrator and various types of end-users;
 - 3.5.1. Onsite training for the Systems Administrator
 - 3.5.2. Virtual training for the following:
 - End-user training
 - IT Support training
- 3.6. Access to complete reference materials to properly use the system for the use of end-users and administrators, including:
 - Training manuals
 - Quick guides
 - FAQs, etc.
- 3.7. Managed Services and Technical Support and Helpdesk delivered online, and onsite upon request;
 - 3.7.1. Help-desk support for 24 months
 - 3.7.2. 8AM to 5PM technical support based on Service Level Agreement to be agreed by both parties

- 3.7.3. Technical Support Services with multiple levels of escalation, issue reporting, and documentation
- 3.7.4. Remote technical support through phone or email
- 3.7.5. Usage of an online ticketing system for issue or concern reporting
- 3.7.6. At least one (1) hour acknowledgment of Severity 1 support requests

3.8. Warranty within the subscription period. Solutions Provider shall, whenever appropriately informed of possible bugs, issues and technical concerns affecting the system, shall promptly act to fix the problem at no expense to the organization. Upon completion of the two-year (2) warranty period, the **ownership of the HRIS will be transferred to IC.**

3.9. Setup an on-premise replica of the HR system for redundancy and high availability.

4. General Specifications

4.1. Web-based application accessible from browsers such as Google Chrome, Mozilla Firefox, Safari, etc.

4.2. System Access

4.2.1. Strong password authentication, capable of disabling access to the account to prevent unauthorized use, 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 HRIS Administrator to allow re-login to the system.

4.2.2. Change password facility

4.2.3. MFA authentication via SMS or email verification

4.3. Employee Types

The system should be capable of handling various HR/Timekeeping/Payroll process for (i) non-plantilla positions such as casual, contractual, and contract of service; (ii) plantilla positions.

4.4. User Management

4.4.1. Systems Administrator shall have full access to all functions and features.

4.4.2. Capability to control user access from adding a user, viewing, or editing user details, managing passwords, security roles, permission levels, unlocking access, and deactivating a user.

4.4.3. Access levels of the users should be configurable down to the activities/actions that may be performed on a specific process for a given user.

4.4.4. 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.

4.5. Approval Workflow

- 4.5.1. Highly customizable electronic approval process which can be setup by the authorized users through a library table of authorized reviewers and approvers.
- 4.5.2. Allow varying levels of reviewers and approvers, depending on the rank or position of the employee or type of request.

4.6. Audit Trail

- 4.6.1. Records details of various actions that were made by users in the system, showing documentary evidence used to verify the accuracy of data and track transactions.
 - 4.6.2. Details should include user, date, time, action taken, affected modules, historical values, IP address
- 4.7. Compatibility with existing systems and hardware/ equipment such as but not limited to biometrics, printers, etc.
- 4.8. Capable of implementing changes without the need for system enhancement and modification.
- 4.9. The system shall provide a facility for authorized users to extract their own data or information from the database.

5. Functional Requirements

5.1. Personnel Information Management Module. This module allows authorized HR personnel to manage 201 files of all employees, generate reports and statistics.

5.1.1. Capable of storing and maintaining the following data, such as but not limited to the following:

- Functional Group;
- Sector;
- Office/Regional Office;
- Division;
- Section/ Unit;
- Pay Grade;
- Salary Tranches;
- Position;
- Eligibility;
- Employment Status;
- Job Level;
- Plantilla and Non-Plantilla, and
- Budget Codes.

5.1.2.Can customize Personal Data Sheet pursuant to the Civil Service Commission (CSC) prescribed form, composed of the following details and can be updated anytime:

- Personal Details;
- Employment and Work Experience Details;
- Family Background Details;
- Educational Background Details;
- Eligibility Details;
- Voluntary Work Details;
- Training and Seminars Attended Details;
- Awards and Other Information Details, and
- References.

5.1.3.Maintain history of employee's job-related information and reflect changes easily:

- Employee ID;
- Date of Assumption;
- Position Title;
- Item Number;
- Salary Grade;
- Salary Step;
- Functional Group/Office/Division/Section;
- Employment Status;
- Salary Monthly/ Quarterly/ Annually;
- Salary Adjustments/Step Increment;
- RATA/ PERA/ Other Allowances;
- Separation Date, and
- Nature of Separation from the Service.

5.1.4.Supports the Personnel Services Itemization and Plantilla of Personnel of the IC.

5.1.5.Capable of allowing Payroll Officer to effect step increment differential, payment of loyalty, etc.

5.1.6.Capable of recording administrative case/ disciplinary action history of an employee

5.1.7.Generates reports and documents based on prescribed forms, such as but not limited to the following:

- Service Record;
- Distribution of Employees per Functional Group/Division/ Office/ Sections;
- Updated Personnel Statistics and listing of personnel based on demographic profile such as but not limited to

filled and unfilled positions, age, sex, educational background, civil status, etc.;

- Certificate of Employment;
- Other Employee-Related Certifications;
- Agency Plantilla of Personnel;
- Employee Master list;
- Notice of Salary Adjustment;
- Notice of Step Increment;
- Employees entitled to Loyalty as defined by user,
- Employees entitled to Step Increment as defined by user.

5.1.8. Displays forms such as but not limited to the list below, which are prescribed by Human Resource Division (HRD) and other government agencies (i.e. CSC, DBM, GSIS, Philhealth, Pag-IBIG, SSS, BIR):

- Personal Data Sheet;
- Application for Leave of Absence;
- Application for Monetization of vacation Leave Credits;
- Statement of Assets, Liabilities and Net worth (SALN);
- Application for Compensatory Time-Off;
- Individual Performance Commitment and Review (IPCR);
- Division Performance Commitment and Review (DPCR);
- Office Performance Commitment and Review (OPCR);
- Work Experience Sheet (WES);
- Permission Slip;
- Official Business Pass;
- Membership Forms (GSIS, Pag-IBIG, PhilHealth, BIR, SSS);
- Loans and Claims Forms (GSIS, Pag-IBIG, PhilHealth, BIR, SSS),
- Other applicable government forms.

5.1.9. Capable of displaying HR profiles, Charts, Graphs, and other statistical reports.

5.1.10. Supports the processing, uploading and captures issuance of appointments and other human resource actions, such as but not limited to the following:

- Promotion
- Transfer
- Reemployment
- Reinstatement
- Demotion - Voluntary/As a result of a disciplinary action
- Reclassification
- Reassignment
- Detail
- Designation
- Probationary period

- Change in item number
- Step increment
- Salary adjustment
- Reinstatement to the same position/item
- Positions marked as co-terminus with the incumbent

5.1.11. Capable of displaying collected feedback and reviews from employee.

5.2. Attendance and Leave Credits Module. This module allows user/s to monitor attendance or daily reporting of employees, manage leave benefits, overtime credits and offsetting. It shall:

5.2.1. Support integration of attendance records from biometric time recording devices to the HRIS system. The system must allow:

- Manual uploading of biometric data or
- Real time integration with biometric devices

5.2.2. Monitors and tracks time and attendance of all employees, with due consideration to differences in work schedule and/or shifts

5.2.3. Monitors and tracks days/ leave without pay as well as tardiness and under time of personnel based on DTR, employee schedule and leave balance records, for purposes of salary deduction.

5.2.4. Generates the daily time record of attendance for employees and provides a mechanism to notify employees with incomplete records

5.2.5. Allows authorized users to adjust attendance logs if needed

5.2.6. Seamless integration of attendance data to payroll management module, allowing processing of timely computation of due salaries without additional manual manipulation or steps to compute payroll.

5.2.7. Automatic computation and deduction tardiness and under time.

5.2.8. Supports online leave application

5.2.9. Supports a flexible approval workflow process for the approval of all leave applications

5.2.10. Informs the employee of the status of the request/application.

5.2.11. Allows employees to cancel their request/application.

5.2.12. Automatic computation of employee leave credits based on defined policies and maintains up-to-date leave credit balances of the employee.

5.2.13. Captures approved overtime authorization and generation of overtime services according to defined classification, e.g. per office, per unit.

5.2.14. Supports online application and processing of Compensatory Day Off (CDO)

5.2.15. Supports online application and processing of Official Business Pass

5.2.16. Supports online application and processing of Personal Pass

5.2.17. Allows creation of various types of work leave (e.g. sick leave, vacation leave, maternity leave, paternity leave, scholarship leave, forced leave, long-term leave) and accumulated leave credits

5.2.18. Capable of maintaining and updating the schedule for holidays, grace period, flexi time, working shifts, work suspension, etc. and applies the necessary adjustment to work schedules.

5.2.19. Generates the following prescribed formats and reports, such as but not limited to the following:

- Daily Time Record (DTR);
- Leave Application;
- Compensatory Day-Office Application;
- List of Employees with tardiness, absences, leaves, schedule, overtime, or as defined by the user;
- Summary of Leave Credits of Employees;
- Certification of Employee's Leave Credits;
- List of Employees' Disapproved Leave Applications;
- Record of Forced Leave Availment of Employees;
- Summary of Employees' Compensatory Overtime Credits (COCs);
- Summary of Employee's Availment of Compensatory Time Offs (CTOs);
- List of Employees with Leave of Absence without Pay (LAWOP);
- Record of Availment of Monetization of Leave Credits;
- Report on Official Business Passes;
- Employee Leave Ledger Card;
- Summary of Leave Applications, and
- Other user defined reports and statistics

5.3. Payroll Management. This module allows automated computation and pay-out of compensations and benefits of employees with such but not limited to the following features:

5.3.1.Handles payroll types as follows: General, First , Last Pay and Payroll for Allowances and Bonuses

5.3.2.Prepares the payroll of personnel based on their updated employee information, mandatory deductions (GSIS, PhilHealth, PAGIBIG contributions), employee benefits (e.g. overtime pay, cash gifts, performance-based bonuses, performance enhancement incentive, night shift differential, service recognition incentive, personnel economic relief allowance, clothing allowance, mid-year/year-end bonus, life and retirement insurance contributions), daily time records, deductions, income taxes, etc.

5.3.3.Computes the payroll at scheduled intervals and supports multiple calculation methods for basic pay and other deductions, e.g. monthly, semi-monthly, weekly, and daily.

5.3.4.Processes salaries in annualized tax method.

5.3.5.Allows authorized users to encode adjustments with authorization

5.3.6.Process overtime claims

5.3.7.Process leave credits monetization

5.3.8.Prepare remittance reports compliant to GSIS, etc.

5.3.9.Prepare personnel vouchers for specific salary types such as First Salary, Last Salary, Maternity Leave, etc.

5.3.10.Generate payslip that can be accessed by the personnel through the system.

5.3.11.Allows the definition of compensation and deductions related data, such as but not limited to the following and can be updated as needed:

- Position Title Code;
- Salary Grade and Salary Step Table;
- Allowances Table (e.g. RATA, Clothing Allowance, PERA, etc.);
- Benefits Table (e.g. Midyear, Year-End, Cash Gift, etc.);
- GSIS Premium Contribution Table;
- Philhealth Premium Contribution Table;
- Pag-IBIG Premium Contribution Table;
- SSS Premium Contribution Table;
- Annual Tax Deduction Table;
- Loan Types Table (GSIS, Pag Ibig, Landbank, etc.);
- Tax Status and Exemption Table, and

- Budget Codes.

5.3.12. Capable of handling and monitoring loans, as follows:

- Various types of loan;
- Frequency of deduction;
- User-defined Amortization;
- User-defined Start and End of deduction;
- Unlimited recurring entries with definable amount and frequency;
- Payroll History;
- Automatically update existing loan balances of employees and view historical summary of previous loan deductions,
- Automatic termination of deduction for fully paid loans accounts.

5.3.13. Generates reports, such as but not limited to the following:

- Authority to Debit
- Certificate of Last Salary
- Certificate of Remittances (GSIS Premium and Loans)
- Certificate of Remittances (GENERIC)
- Certificate of Remittances (PAG-IBIG Contributions and Loans)
- Certificate of (PHILHEALTH)
- Deduction Forms
- Disbursement Voucher
- Disbursement Voucher per Office
- General Payroll Alphalist
- General Payroll Alphalist - JO/COS
- General Payroll Alphalist - Regular Payroll
- General Payroll Alphalist (COS)
- General Payroll Alphalist Excel
- General Payroll Alphalist Other Deductions

5.4. Employee Self Service. This module provides registered employees the capability to create, view, edit and submit information related to their personal information, various types of requests, training plan, job opportunities and other organization-wide information. In particular, the self-service portal:

5.4.1. Provides access to employees to a dashboard via a secure user authentication process displaying:

- News/Announcements
- Job openings
- Calendar of activities, etc.
- Training events offered

5.4.2. Allows the employee to apply to a job opening within the self-service portal

5.4.3.Allows the employee to join training events within the self-service portal

5.4.4.Displays notifications within the system

5.4.5.Supports online application of various requests such as

- Leave Application
- Salary Deductions and Adjustment of Deductions
- Overtime
- CTO Availment
- Pass
- Attendance Correction
- Certificates of Employment, Service Record, Statement of Assets and Liabilities

5.4.6.Applications can be reviewed and approved online by designated reviewers/approvals.

5.4.7.Displays employee-related information such as

- Personnel Data Sheet (PDS) and can be updated when needed.
- Compensation, benefits and deductions data
- Daily Time Record;
- Leave Credits Records;
- Leave Application Records;
- Overtime Records;
- Loan Transaction Records and Details, and
- Payslips
- Medical related information such as sick leave history
- Training records.
- Disciplinary records.
- And such other employee personnel related records and information.

5.4.8.Allows the employee to perform self-assessment review.

5.4.9.Automatic computation of assessment results.

5.4.10.Allows the employee to submit incident reports

5.4.11.Allows the employee to provide feedback regarding services rendered by the HR department.

5.4.12.Allows the employee to provide feedback when resigning from the organization.

5.4.13.Provides access to the system FAQ, Help Desk, manuals, and other learning resources

5.4.14.Provides a library for files and related HR documents.

5.5. Online Job Application Portal. The system shall feature a job application portal that is open to external and internal applicants and linked to their related modules. It shall:

5.5.1.Allow external or existing employees to apply for open positions,

5.5.2.Provide a login or registration process for applicants applying online

5.5.3.Display published job openings and relevant details such as the job description, qualifications, technical competencies, salary, etc.

5.5.4.Applicants can create their profiles, apply and search open positions, update necessary information

5.5.5.Applicants can encode required information according to the CSC form and upload necessary supporting documents.

5.5.6.Applicants can track the application process completion status.

5.5.7.Applicants can check their application status

5.5.8.Applicants can cancel their applications.

5.5.9.Existing employees should be notified of a job opening within the employee self-service portal.

5.6. Recruitment, Selection and Placement. This 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. In particular, it shall:

5.6.1.Centralize applicant information in one location

5.6.2.Support paperless processing of applications

5.6.3.Allow the creation of a job posting for (i) non-plantilla positions such as casual, contractual, and contract of service; (ii) plantilla positions.

5.6.4.Feature preferred qualifications, competencies, documentary requirements, salary, employment status, plantilla item and the like for each open position

- 5.6.5.** Allow the HR officer to assign a deadline for submission of an application for job opening and keep track of all submitted applications for the specific post.
- 5.6.6.** Provide online processing of an application 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.
- 5.6.7.** Captures recruitment status such as for hiring, for interview, for examination, etc.
- 5.6.8.** Track applications or appointments which may be withdrawn by the applicant.
- 5.6.9.** Allow authorized HR users to view the applications submitted, applications by position, applications by office, and the status of each application.
- 5.6.10.** Allow scheduling of interviews and examinations by the recruitment officer.
- 5.6.11.** Allow the recruitment officer to assess an applicant and capture rating per criteria through interviews, examinations, etc.
- Rate education, training, and work experience
 - Assess applicant in terms of core competencies
- 5.6.12.** Allow sending of email notifications or regret letter
- 5.6.13.** Process the appointment of a selected candidate online by capturing the required position details, appointment status, and documentary requirements for payroll, appointment, RAI, etc.
- 5.6.14.** Capture appointment status information such as, but not limited to:
- Effectivity of Appointment
 - Appointment Acknowledgement Date
 - Oath of Office date
 - Assumption of duty date
 - Probationary period
- 5.6.15.** Seamlessly integrate hired applicant records to the Employee Records.
- 5.6.16.** Assign newly hired employees with a work schedule, leave credits, compensation and deductions, etc.
- 5.6.17.** Generate reports, such as but not limited to:
- Applicants for Plantilla Position
 - Appointment Form

- CS Form 8 DIBAR
- CS Form 34 A Plantilla Casual Appointment
- CS Form 4 Assumption of Duty
- Database of Awards and Demographics
- List of Qualified Applicants
- List of Vacant Positions
- Recruitment Aging and Processing Report
- Report on Appointments Issued
- Status of Recruitment and Selection Process
- Mode of Talent Sourcing Report

5.7. Learning and Development (L&D) Module. This module processes data of employees to come up with the recommended intervention/s per position or per employee and with proposed schedule, if necessary. In particular, it shall:

5.7.1. Integrate data with other modules such as Performance Management, HR, Rewards and Recognition, etc.

5.7.2. Allow online creation and update of details on Individual Development Plans, specifying priorities based on development targets for specific core competencies.

- Setup current and target competencies
- Definition of learning objectives
- Definition of performance goals

5.7.3. Allow recording of training opportunities offered by the organization and define according to:

- Date offered
- Purpose
- Competency target
- Fund source

5.7.4. Allow recording of various training events conducted and capture information such as:

- Schedule
- Competency target
- Budget
- List of participants
- Evaluation result per participant
- Related documents.

5.7.5. Manage various scholarships offered, capturing basic information and corresponding service obligation, if any.

5.7.6. Manage various foreign travel opportunities, capturing basic information and corresponding service obligation, if any.

5.8. Rewards and Recognition. This module is designed to assist the committee in the search and assessment of deserving employees.

5.8.1. Allows the recording of awards, date of awarding, and award given (monetary/non-monetary)

5.8.2. Allows the submission of nominees for an award, capturing nominee details such as length of service, previous awards, accomplishment/s, and supporting documents.

5.9. Performance Management.

5.9.1. Captures prescribed Strategic Performance Management System data, including:

- Individual Performance Commitment and Review (IPCR).
- Division Performance Commitment and Review (DPCR)
- Office Performance Commitment and Review (OPCR)
- Individual Performance Accomplishment and Review (IPAR)
- Division Performance Accomplishment and Review (DPAR)
- Office Performance Accomplishment and Review (OPAR)

5.9.2. Viewing of Office Performance Monitoring Journal of employees

5.9.3. Viewing of Competency Self-Assessment data of employees

5.9.4. Viewing of Attendance and Behavioral Assessment data of employees

5.9.5. Adding of reports under related to Monitoring and Coaching according to rating period, capturing details such as:

- Significant incidents
- Feedback
- Action Plans

5.9.6. Review and approval of Individual Development Plans

5.9.7. Generation of reports, such as but not limited to

- IPCR and Competency Reports
- Performance Rating showing system generated adjectival and numerical ratings

5.10. Health and Wellness.

5.10.1. Allows recording of various health and wellness activities

5.10.2. Captures list of participants in various activities.

5.10.3.Captures medical services rendered and supplies provided to an employee.

5.10.4.Captures the sick leave history of an employee.

5.11. Data Visualization

The system should provide a dashboard for visualization of aggregated data using key data on demographics, performance, payroll information, etc.

6. Non-Functional Requirements

6.1. Interoperability. The system must allow the sharing of information and exchange of data with other systems of the organization. The technologies used must allow for integration guaranteeing interoperability between two or more distinct information systems through an appropriate Application Programming Interface (API). Integration to the existing IC Employee's Portal single sign on (SSO) facility.

6.2. Deployment Model, Security, Infrastructure

6.2.1.Cloud Based SaaS HRIS shall be deployed and hosted on the cloud; pursuant to the Department of Information and Communications Technology (DICT) Cloud First Policy, and accessible by any internet-enabled device of authorized users through a web browser.

6.2.2.The Solutions Provider shall implement the necessary enterprise-class security measures to ensure that only authorized users have access to the system.

6.2.3.The Solutions Provider must run the system on a redundant infrastructure to guarantee the high availability of the services delivered to the end-users. The redundant configuration shall separate repositories for data and application, with synchronized back-up to ensure continuous uptime of the service and guard against hardware failures and/or data corruption. The SaaS solution shall have an availability of 99.7% or more.

6.2.4.The solution's infrastructure should be co-located on a Tier III data center as specified by the Uptime Institute Tier Classification System.

6.2.5.Must have high availability and reliability.

6.2.6.Must be scalable to handle workloads without performance degradation.

- 6.2.7.**It must be secure and implement robust security measures to protect data and infrastructure. This includes encryption, access controls, threat detection, identity and access management, regular backups, disaster recovery mechanisms, and compliance with relevant industry standards and regulations.
- 6.2.8.**The SaaS platform should include data storage and database services. These services should offer scalability, durability, and data management capabilities.
- 6.2.9.**Ensure the HRIS complies with the Data Privacy Act of 2012 in the Philippines and submit a Certificate of Registration for Data Processing System from the National Privacy Commission.
- 6.2.10.**Conduct semi-annual vulnerability assessments and penetration testing (VAPT) to identify and remediate potential security weaknesses and submit a VAPT and remediation report to the IC.
- 6.2.11.**Submit an Incident Response Plan and Breach Notification Procedures with defined roles and responsibilities to address cybersecurity breaches promptly.
- 6.2.12.**Must support electronic and/or digital signatures in compliance with the relevant legal frameworks in the Philippines, such as the Electronic Commerce Act of 2000 and its implementing rules and regulations to ensure the authenticity and integrity of system-generated documents.

6.3. Data Export and Import. The system shall support exporting of all database fields and records to a non-proprietary, license-free, universal format to allow data to be exchanged between varying database systems and architectures.

6.4. Open-source Technology Stack Integration. 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.

6.5. Audit Trail. The system shall have a record of all log-in, access, transactions, insertions and modifications related to personnel files, corresponding databases, and all system activities as an audit trail for transparency and accountability.

6.6. Service Level Agreement. The supplier shall respond and resolve issues within reasonable time from the occurrence of issue

7. Deliverables

7.1. Project Implementation Documents such as:

7.1.1.Project Plan showing strategy, schedule, key periods, milestones, targets, and expected outputs for every phase of the implementation, including

- User Acceptance Test Report
- User Guides, Manuals, Presentations, etc.

7.2. Subscription license to the cloud-based service that is configured according the requirements under the list of specifications;

7.3. Administrator passwords and other account credentials for complete access to the system, its services, and related databases.

7.4. Proof of conduct of complete end-user training.

7.5. Access to Help Desk and Support

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid and current **Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2** of the IRR (pursuant to GPPB Resolution No. 15-2021 dated 14 October 2021);

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 (**per IC Form No. 3**); **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (**per IC Form No. 4**); **and**

Similar in Nature shall mean ***"Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission"***

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts as per IC Form No. 4:

- i. Copy of End User's Acceptance; or
 - ii. Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s
- (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 (**per IC Form No. 8**); **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, (**per IC Form No. 6**); **and**

- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder (**per IC Form No. 7**)

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (**per IC Form No. 5**);
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 (**per IC Form No. 1**); **and**
- (j) Original of duly signed and accomplished Detailed Bid Price Schedule(s) (**per IC Form No. 1-A**).

Other documentary 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.

BIDDING FORMS

FORM NO.	FORM TITLE
IC Form No. 1	BID FORM
IC Form No. 1-A	DETAILED BID PRICE SCHEDULE
IC Form No. 2	FINANCIAL DOCUMENTS FOR ELIGIBILITY
IC Form No. 3	LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED
IC Form No. 4	STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS
IC Form No. 5	JOINT VENTURE AGREEMENT
IC Form No. 6	CONFORMITY WITH SECTION VI (SCHEDULE OF REQUIREMENTS) AND SECTION VII (TECHNICAL SPECIFICATIONS)
IC Form No. 7	OMNIBUS SWORN STATEMENT
IC Form No. 8	BID SECURING DECLARATION
IC Form No. 9	PERFORMANCE SECURING DECLARATION

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. :

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

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 a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")]

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

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

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

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

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

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

**For Goods Offered From Within the Philippines
Detailed Bid Price Schedule**

Date: _____
Project ID No: _____

Project: Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission

Code: _____
Date of Bidding: _____
Time of Bidding: _____

(Supplier's Name/Address/Tel. No.)

For Goods Offered From Within the Philippines

ITEM	DESCRIPTION	QTY	U/M	Unit Price	Total Price
1	Procurement of Services for the Subscription of Human Resource Information Systems (HRIS) for the Insurance Commission	1	lot		
TOTAL BID PRICE, Pesos :					
Plus 12% RVAT :					
TOTAL BID PRICE PHP :					

Total Amount in Words :

(PhP _____)

Name of Bidder _____ . ITB Number _____ . Page _____ of _____ .

Signature/Date
Authorized Official/Position

Financial Documents For Eligibility Check

- 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 (BIR) 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)	

- The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = 15 (current asset s– current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = PhP _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the immediately preceding year and NFCC Computation and/or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

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

IC Form No. 3

List of all Ongoing Government & Private Contracts including Contracts Awarded but not yet Started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Date Awarded 2. Date Started 3. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								

Note: The following documents shall be submitted upon post-qualification:
 1. *Notice of Award and/or Contract*
 2. *Notice to Proceed issued by the owner*

Submitted by : _____
(Printed Name & Signature)

Designation : _____
 Date : _____

IC Form No. 4

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET FOR THE CONTRACT (ABC)

OR

STATEMENT OF AT LEAST TWO (2) CONTRACTS OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM THE DATE OF SUBMISSION AND RECEIPT OF BIDS, THE AGGREGATE OF WHICH SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC, AND THE LARGEST OF THESE SIMILAR CONTRACTS MUST BE EQUIVALENT TO AT LEAST TWENTY FIVE PERCENT (25%) OF THE ABC (25%) OF THE ABC

Business Name : _____
Business Address : _____

Name of Contract	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Amount at Award 2. Amount at Completion 3. Duration	1. Date Awarded 2. Contract Effectivity 3. Date Completed
			Description	%		
<u>Government</u>						

Note: Any of the following documents shall be submitted upon post-qualification:

- a) Copy of End User's Acceptance; or
- b) Official Receipt/s; or
- c) Sales Invoice

Submitted by: _____

 (Printed Name & Signature)
Designation : _____
Date : _____

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

and –

_____ of legal age, (civil status), owner/proprietor of _____ a resident of _____.

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the Insurance Commission.

- | | |
|--------------------|------------------------|
| 1. NAME OF PROJECT | <u>CONTRACT AMOUNT</u> |
|--------------------|------------------------|

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this ____ day of _____, in the year of our Lord 20__.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____.

IC Form No. 6

**Conformity with Section VI (Schedule of Requirements) and
Section VII (Technical Specifications)**

(Name of Bidder) hereby undertakes that it shall **COMPLY** with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 20___, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (___) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

IC Form No. 7

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 Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [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 WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____, 20__ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

IC Form No. 8

BID SECURING DECLARATION FORM

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

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: **REYNALDO A. REGALADO**
Insurance Commissioner
Insurance Commission
2nd Floor Insurance Commission Bldg.,
1071 United Nations Avenue, Ermita, Manila 1000

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

IC Form No. 9

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

