



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

3F DOE Main Bldg., Energy Center, Rizal Drive Bonifacio

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 383

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BIDDING DOCUMENTS

**Procurement of Services for the Development of
Human Resource Information and Payroll System (HRIPS)**

(Purchase Request No. 02-0101-2021-10-0267)

**6th Edition
July 2020**

Section I. Invitation to Bid



**INVITATION TO BID FOR THE PROCUREMENT OF:
PROCUREMENT OF SERVICES FOR THE DEVELOPMENT OF
HUMAN RESOURCE INFORMATION AND PAYROLL SYSTEM (HRIPS)**

1. The *Department of Energy*, through the General Appropriation Act (GAA) for FY 2021 intends to apply the sum of money Php8,500,000.00 for the Procurement of Services for the Development of Human Resource Information and Payroll System (HRIPS) being the Approved Budget for the Contract (ABC) to payments under the contract for *Purchase Request No. 02-0101-2021-10-0267*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOE* now invites bids for the Procurement of Services for the Development of Human Resource Information and Payroll System (HRIPS). Delivery of the Goods and Services is as stated in Section VI- Delivery Schedule and Section VII - Terms of Reference/Specifications. Bidders should have completed, within two (2) 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”.

Under GPPB Resolution No. 09-2020, due to logistical constraint brought about by the public safety emergency, the bidder may submit alternate eligibility documents such as, Expired Business/Mayor’s permit with proof and/or receipt of renewal, unnotarized Omnibus Sworn Statement and Bid Securing Declaration form, the said submission is conditioned that the winning bidder shall replace such submission with the proper required documents, otherwise , the corresponding payment will not be processed. The Performance Securing Declaration is acceptable subject to the conditions set forth under the above resolution.

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

4. Interested bidders may obtain further information from ***Department of Energy – Procurement Management Division*** and inspect the Bidding Documents at the address given below during **office hours from Mondays to Fridays 8:00am to 3:00pm**.

**Procurement Management Division
Department of Energy
3F DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

Considering the COVID -19 situation, the DOE only accepts **payment for the bid documents through bank payment (Landbank of the Philippines):**

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name	:	DOE Trust Fund
Account Number	:	0052-1155-58
Swift Code	:	TLBPPHMM
Beneficiary Address	:	Department of Energy, Energy Center, BGC, Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:
bacsecretariat@doe.gov.ph

For pre-bid conference purposes, it may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

With the current COVID-19 community quarantine measures, bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 11 November 2021 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php8,500.00:
6. The Department of Energy will hold a Pre-Bid Conference on 18 November 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph:
 1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
 2. Active email addresses where the invitation/link will be sent; and
 3. Indicate the item/s the company would like to participate

Deadline of submission of information is on or before 16 November 2021. Video conferencing will be through MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 2:00 PM of 02 December 2021 or submission could be made through courier service provided it will be stamped-received by the DOE 02 December 2021. Online submission is not yet available. Late bids shall not be accepted.

**Procurement Management Division
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Taguig City, Philippines 1632**

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 02 December 2021 at 2:30 PM, DOE – Audio Visual Room, DOE-Main Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Department of Energy
DOE Main Building, Energy Center,
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Taguig City, Philippines 1632

Due to community quarantine measures, only one representative is allowed to attend the bid opening and will be required to follow the DOE Protocol for Visitors; compliance to social distancing, wearing of masks, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at DOE (the form can be downloaded at the DOE website). Visitors who show signs of COVID-19 related symptoms such as, cough, flu, fever, high body temperature, sneezing are advised not to proceed to DOE since they will not be allowed to enter the DOE compound. Virtual participation of the opening bids for Bidders can be witnessed through the MS Teams platform.

10. To minimize errors in the preparation of bids, bidders are strongly enjoined to send the person or representative actually preparing their bids to attend/participate in the Pre-bid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

Official communication or notification shall be sent through the official email provided by the suppliers and are considered official and duly received by the supplier even without confirmation of such receipt.

11. The Department of Energy (DOE) 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:

Jaymee Joy A. Deogracias

Procurement Management Division

3F DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: bacsecretariat@doe.gov.ph

Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105

Website: www.doe.gov.ph

(sgd)

Usec. ROBERTO B. UY

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive Bids for the Procurement of Services for the Development of Human Resource Information and Payroll System (HRIPS) under *PR No. 020101-2021-10-0267*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA CY2021 in the amount of Php8,500,000.00

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 limited to those allowed under the rules may participate in this Project.

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 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 Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing 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 two (2) years 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 delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - 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 tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 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 Declaration 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 11 February 2022. 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 copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

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, 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 maybe. In this case, the Bid Security as required by **ITB Clause 14** 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 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> <ul style="list-style-type: none"> a. Supply and delivery of Personnel information and payroll system/ software b. completed within two (2) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting no allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City 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> <ul style="list-style-type: none"> a. The amount of not less than Php170,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php425,000.00 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	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

- 6.1. 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.
- 6.2. 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>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 the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. 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 Representative at the Project Site is: Ms. Cecille P. Baldos, Chief AS - HRMD</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>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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 Representative at the Project Site is [indicate name(s)].</p>

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.

Transportation

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

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

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

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

	Intellectual Property Rights –
C	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<p>The terms of payment shall be as follows:</p> <p>Progress billing as per schedule of payment under Section VII-Terms of Reference/Specification which shall be paid upon complete delivery as certified by the end-user, issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing and accounting procedures.</p> <p>10% retention shall be deducted per progress billing.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	Retention of 5% of the total contract cost will be deducted as a form of Warranty fee.

Section VI. Schedule of Requirements

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

Item No	Payment Milestones	Output	Delivery Date)
1	Approval of Work Plan and Functional Systems Designs	"Signed and approved Functional Systems Designs indicating alterations / customizations to the software that will be implemented and translated into a Work Plan with indicative timelines"	30 calendar days upon receipt of Notice to Proceed
2	Approval / Acceptance of User Acceptance Testing	"Signed and approved User Acceptance Test form indicating TOR specifications and signed and approved functional systems designs with deliverables verified and tested to be acceptable at 50% minimum accomplishment."	45 calendar days upon receipt of Notice to Proceed
3	Approval / Acceptance of User Acceptance Testing	"Signed and approved User Acceptance Test form indicating TOR specifications and signed and approved functional systems designs with deliverables verified and tested to be acceptable for the remaining 50% accomplishment."	60 calendar days upon receipt of Notice to Proceed
4	User and administrator Training, and Final Acceptance and Documentation	"User's Training and submission of user's manual and complete project turnover to DOE." -Training Attendance Sheet -Training Certificates -User's Manual -Complete project turnover and acceptance	90 calendar days upon receipt of Notice to Proceed

Section VII. Technical Specifications/ Terms of Reference

Terms of Reference/Specifications	
Procurement of Services for the Development of Human Resource Information and Payroll System (HRIPS) ABC = Php8,500,000.00	Bidder's Compliance
<p>I. BACKGROUND</p> <ol style="list-style-type: none"> 1. The Department of Energy (DOE) as a national government agency is required to comply with Civil Service Commission (CSC) Memorandum Circular (MC) No. 3, series of 2012 on the Program to Institutionalize Meritocracy and Excellence in the Human Resource Management (PRIME-HRM). This mechanism empowers government agencies by developing their human resource management competencies, systems, and practices toward HR excellence. It aims to transform the agencies' Human Resource Management (HRM) to a level of excellence that fosters good governance. 2. The maturity level of an agency's competencies, systems, and practices is assessed in four HR systems, namely: (1) recruitment, selection, and placement; (2) learning and development; (3) performance management; and (4) rewards and recognition. 3. Based on the assessment, a government agency may be classified according to four maturity levels: <ul style="list-style-type: none"> ▪ Transactional HRM – HR assumes personnel function that is mostly separate from agency/business and talent needs ▪ Process-Defined HRM – There is a set of defined and documented SOPs established, though it still needs improvement. It is characterized by goal-oriented decision making. There is some automated system but little integration of data. ▪ Integrated HRM – Uses process metrics for continuous improvement, e.g., HR management tool kit, and data-driven decision making. HR function supports agency business needs. ▪ Strategic HRM – HR processes are focused on continually improving process performance. It is also systematically managed by a combination of 	

process optimization and continuous improvement. At this level, HR helps to drive agency business decision on people, data, and insight. HR strategy is already part of the agency strategy.

The DOE aims to achieve the highest maturity level of agency status by integrating and automating all four core HR management areas, elevating the DOE-HRM to a level of excellence for good governance and efficient public service.

II. RATIONALE

The benefits of a Human Resource Information System (HRIS) go beyond the expected gains to the Human Resource Management Division (HRMD). Its benefits apply across the whole agency. Streamlining and automating routine processes results to time and cost savings through efficiency. A well-designed HR system can be a catalyst in creating a strategic HRM and supports the agency's long-term goals.

Productivity: On-boards people faster so they start delivering value more quickly. Reduce time wasted on HR admin using automated procedures and self-service, so employees may focus on their areas of expertise and more important tasks.

Insight and Decision-Making: Sophisticated analytics capabilities enable the management to derive strategic insight from their HR data, continually measuring and improving productivity and engagement by understanding and anticipating employee behaviors and trends.

Efficiency: Compared to manual or spreadsheet-based record-keeping, an HRIS can support fast, accurate and automated processing across these functions: people and performance management, leave and attendance management, payroll, compensation and benefits, recruitment and on-boarding, and HR analytics.

III. SCOPE OF THE PROJECT

The HRIPS is composed of seven modules:

1. Electronic Employee Database/Records
2. Employee Self-Service Portals
3. Recruitment and On-boarding Systems
4. Performance Management
5. Benefits Management
6. Training Management
7. Automated Payroll System

IV. SPECIFIC REQUIREMENTS

The suppliers are required to comply to all items below to qualify:

5.1. General Requirements

- 5.1.1. Web applications must be able to run with modern browsers such as Microsoft Edge and Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome.
- 5.1.2. The web application shall be developed using PHP and MySQL.
- 5.1.3. The web application must be using a multi-tiered layer approach with a Model-View-Controller (MVC) pattern.
- 5.1.4. The web application must be able to connect to MySQL.
- 5.1.5. The web application must be fully secured to run via the Internet.
- 5.1.6. The application must be accessible through mobile apps to perform quick actions and receive important updates.

5.2. System Requirements

- 5.2.1. The web application must be able to change design templates through the use of cascading style sheets (CSS).
- 5.2.2. The web application must provide the user the facility to generate reports thru comprehensive search features.
- 5.2.3. The web application must provide the user the facility to extract information with comprehensive search features.
- 5.2.4. The web application must be adaptable to policy changes.
- 5.2.5. The web application must be able to integrate with the time keeping device thru the use of a middleware / application developed by the supplier.
- 5.2.6. The web application must provide the user the facility to configure actions and modules that can be accessed by a given user group.
- 5.2.7. The application shall be compliant with the existing Government and Civil Service Commission rules, regulations and policies.

5.3. Documentation Requirements

- 5.3.1. The supplier must submit a Work Plan, subject to DOE's approval. The Work Plan must include the project timeline, work schedule and training schedule.
- 5.3.2. The supplier must submit a user manual for the software and hardware components of this project.
- 5.3.3. The supplier must submit a Monthly Progress Report which will contain the progress summary of the project based on the project objectives, milestones and targets.

5.4. Database Requirements

- 5.4.1. The database must implement Data at Rest Encryption.
- 5.4.2. The database must use stored procedures, triggers and events.

5.5. Hardware Requirements (See Annex A)

5.5.1. One (1) Rack Mount Server

5.5.2. Six (6) Facial Recognition Biometrics Machines with Temperature Scanner (must be equivalent to the number of entry points of DOE offices)

5.5.3. One (1) Firewall

5.6. Deliverables of Winning Bidder

5.6.1. Software

5.6.1.1. Human Resource Information and Payroll System that is according to the system functional specifications per Section of this TOR, and must be compliant with the latest policies and issuances in accordance with government standards such as rules, requirements and standards, and the likes set forth by the Civil Service Commission, and other related agencies

5.6.1.2. The HRIPS must be in compliance with the principles set by the "Data Privacy Act of 2012".

5.6.1.3. The HRIPS must have security measures/functions intended for the protection of personal information against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing.

5.6.1.4. The supplier must be able to customize the HRIPS based on the approved and signed specification within the given timeline.

5.6.1.5. The customization would entail complete functionality and the contractor will provide assessment and recommendations subject for approval of DOE.

5.6.1.6. Time keeping middleware developed by the contractor.

5.6.1.7. Installers of software used by the Human Resource Information and Payroll System. 3rd party software installer included.

5.6.2. Hardware (See Annex A)

5.6.2.1. One (1) Rack Mount Server

5.6.2.2. Six (6) Facial Recognition Biometrics Machines with Temperature Scanner (must be equivalent to the number of entry points of DOE offices)

5.6.2.3. One (1) Firewall

5.6.2.4. Complete Installation, configuration, setup of server, Facial Recognition Biometrics Machines with Temperature Scanner and firewall in the DOE Main Office and DOE Field Offices (Visayas Field Office in Cebu City, Mindanao Field Office in Davao City and Luzon Field Office in Rosales, Pangasinan).

5.6.3. Peopleware

5.6.3.1. The contractor shall render technical assistance and assign a designated Program Development Team that will customize the system up to its full deployment and operation

5.6.3.2. Three (3) data encoder that will assist in migrating and encoding the personnel information of employees for one (1) month.

5.6.3.3. The contractor shall train specialized HR and Accounting personnel to conduct and administer minor to immediate troubleshooting and system maintenance

5.6.3.4. The contractor must provide software quality assurance by delivering future updates / system maintenance for one (1) year upon completion of the project, free of charge.

5.6.3.5. The contractor must have a system maintenance program that will provide corrective, adaptive and perfective maintenance, which may be renewed annually.

5.6.4. Others

5.6.4.1. Complete documentation covered by this TOR, such as user's manual, work plan, functional systems designs, user acceptance testing, training attendance sheets, training certificates and complete project turn-over.

5.6.4.2. User's manual for system users such as Super Administrator, Administrator, HR, AD users Employees, Reviewers and Approvers.

5.6.4.3. Complete project turn-over – official notice that the project has been completed and turned over to DOE.

6. TIMELINE

6.1. The project must be designed, developed, delivered and installed **within three (3) months from the receipt of Notice to Proceed.**

- 6.2. The training period must be completed within one (1) month after the delivery and installation of the Human Resource Information and Payroll System.
- 6.3. The project must include at least one (1) month parallel run prior to complete deployment and system live. The contractor shall address all glitches and irregularities in the system that may arise during the parallel run.

7. SUPPLIER QUALIFICATIONS

MINIMUM REQUIREMENTS FOR THE SUPPLIER

- 7.1. The supplier must have implemented at least three (3) completed or on-going Civil Service Commission Compliant Human Resource Information and Payroll at any government agency with at least 1,200 employees for the past 3 years.
- 7.2. The supplier must submit at least three (3) Certificate of good performance for completed Human Resource Information System (HRIS) from any government agency.
- 7.3. The supplier must be in the field of Software Development and Hardware Distribution for at least eight (8) years, with proof such as Purchase Order/Notice to Proceed from any government agency.
- 7.4. The supplier must be capable of providing a project team with expertise and knowledge in the Civil Service Commission rules, regulations and policies. The project team must have at least three (3) years experience in designing, developing, implementing and managing Civil Service Commission Compliant Human Resource Information and Payroll System.
- 7.5. The supplier To specify the names, positions, and qualifications of the vendor's team. Also, please identify responsibility and role for each member of the project team. The Project Manager or Team Leader must have an alternate Team Lead that is also on board in the inception of the project, who can act as immediate replacement should there be a change in the members of the Project Management Team to ensure the continuity of the Project in accordance with approved timeline indicated in the work plan.

8. SYSTEM FUNCTIONAL SPECIFICATIONS

8.1. Recruitment Module

- 8.1.1. Management of job vacancies and hiring of plantilla, contract of service (COS) project-based and job orders.
- 8.1.2. Management of applicant examination and interview scores and results.
- 8.1.3. Simultaneous user access for recruitment module
- 8.1.4. Application for insiders (existing employees) and outsiders (outside applicants).

<ul style="list-style-type: none"> 8.1.5. Platform for online display of vacancies and application to the posted position, which can set deadline of application wherein both insider and outsider applicants may submit their application documents with complete attachments 8.1.6. Applicant tracking following the major areas of the DOE hiring and selection process 8.1.7. Applicant Notification thru email and SMS regarding application status and schedule updates 8.1.8. Employee onboarding - onboarding kits, tasks, and checklists for internal coordination, etc. 8.1.9. Integrate applicant information with Personal Data Sheet upon hiring. 8.2. Plantilla and Appointment Module <ul style="list-style-type: none"> 8.2.1. Management of appointments vis-à-vis approved plantilla of the DOE 8.2.2. Management of contact of non-plantilla employees such as Contract of service, consultants and contracted out personnel. 8.2.3. Printing of appointment in accordance with the latest CSC form. 8.2.4. Creation, deletion, and modification of plantilla positions 8.2.5. Creation of Employee Numbers manually 8.3. Personnel Information Module <ul style="list-style-type: none"> 8.3.1. Management of personal data sheet (PDS) as indicated in the latest CSC form to include the following details: <ul style="list-style-type: none"> 8.3.1.1. Personal Information 8.3.1.2. Family Background 8.3.1.3. Educational Background 8.3.1.4. Civil Service Eligibility 8.3.1.5. Work Experience 8.3.1.6. Voluntary Work or Involvement in Civic / Non-Government / People / Voluntary Organization/s 8.3.1.7. Learning and Development (L&D) Interventions / Training / Scholarship Programs Attended/Availed (with period attended) 8.3.1.8. Other Information 8.3.2. Maintain history of changes in the personal data sheet (PDS). 8.3.3. Management of government issued identification cards (IDs) 8.3.4. Management of employee documents for: <ul style="list-style-type: none"> 8.3.4.1. 201 documents 8.3.4.2. Statement of Assets, Liabilities and Net Worth (SALN) 8.3.4.3. BIR Form 1902 8.3.4.4. BIR Form 1905 	
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<ul style="list-style-type: none"> 8.3.4.5. BIR Form 2316 8.3.4.6. Certificate of employment 8.3.5. Management of other employee information: <ul style="list-style-type: none"> 8.3.5.1. User Account 8.3.5.2. Position Details including salary grade and step no. 8.3.5.3. Bank Account Details 8.3.5.4. Contacts (In case of emergency) 8.3.5.5. Relatives in the Government 8.3.5.6. Administrative Offenses 8.3.5.7. Ran for public office 8.3.5.8. Formal charges 8.3.5.9. Health records 8.3.6. Employee Information must provide shortcut links to the following: <ul style="list-style-type: none"> 8.3.6.1. Leave and Holiday Eligibility 8.3.6.2. Income and Deductions 8.3.6.3. Service Record 8.3.6.4. Certificate of Employment with or without compensation 8.3.6.5. Notice of Salary Adjustment (NOSA) 8.3.6.6. Notice of Salary Increase (NOSI) 8.3.7. Employees can update their own personal data sheet (PDS), with submission of relevant documents and subject for approval of Human Resources. 8.3.8. Management of all active (current) and inactive (past) employees. 8.3.9. Filing and approval of the following: <ul style="list-style-type: none"> 8.3.9.1. Overtime 8.3.9.2. Leave 8.3.9.3. Request for Leave monetization 8.3.9.4. Request Change Shift/Schedule 8.3.9.5. DTR correction 8.3.9.6. Manual Submission of DTR 8.3.9.7. Management of the Training Needs of the Employees 8.3.9.8. Management of Performance Appraisal Submissions and non-submissions, and probationary period notification 8.3.9.9. Generation of Performance Based Bonus Form / Report <ul style="list-style-type: none"> 8.3.9.9.1. PBB Form 1.0 8.3.9.9.2. PBB Form 1.1 8.3.9.9.3. PBB Form 1.2 8.3.9.10. Performance Based Bonus Report 	
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<p>8.3.10. Employee Information Reports that can extract the data with comprehensive search filters that can generate reports for the following categories:</p> <ul style="list-style-type: none"> 8.3.10.1. Organization structure with headcount 8.3.10.2. Employee List 8.3.10.3. Address and Contact Numbers 8.3.10.4. Age Bracket/Range 8.3.10.5. Birthdays 8.3.10.6. Blood Type 8.3.10.7. Civil Service Eligibility and other Eligibilities 8.3.10.8. Children's Age 8.3.10.9. Employment History 8.3.10.10. Employment Status 8.3.10.11. Gender 8.3.10.12. Indigenous Group 8.3.10.13. Plantilla Item Number Tracking 8.3.10.14. Inactive / Retired/Resigned Employees 8.3.10.15. Nature of Appointment 8.3.10.16. Newly Hired Employees 8.3.10.17. Filled Positions 8.3.10.18. Unfilled Positions 8.3.10.19. Other Personnel Action 8.3.10.20. Profession 8.3.10.21. Ran for Public Office 8.3.10.22. Relatives in Government 8.3.10.23. SALN 8.3.10.24. Separation 8.3.10.25. Services, Division, Section, Unit and Sub-Unit 8.3.10.26. Solo Parent Privilege 8.3.10.27. With Administrative Case 8.3.10.28. With Disability 8.3.10.29. With Formal Charges 8.3.10.30. With Trainings and Seminars 8.3.10.31. Years in Current Position 8.3.10.32. Years in Government Service <p>8.3.11. Employee Demographics Reports that can extract the data with graphical charts and comprehensive search filters that can generate reports for the following categories:</p> <ul style="list-style-type: none"> 8.3.11.1. Employee Actual Headcount 8.3.11.2. Per Length of Service 8.3.11.3. Age Distribution 8.3.11.4. Civil Status 8.3.11.5. Civil Service Eligibility 8.3.11.6. With Consanguinity and Affinity 8.3.11.7. Ran for Public Office 	
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<p>8.3.11.8. Members of Indigenous Group</p> <p>8.3.11.9. With Disability</p> <p>8.3.11.10. Solo Parent</p> <p>8.3.11.11. Formal Charges</p> <p>8.3.11.12. Administrative Offenses</p> <p>8.3.11.13. Administrative Cases</p> <p>8.3.11.14. Violation with the Law</p> <p>8.3.11.15. Status of Appointment</p> <p>8.3.11.16. Separated from the Service</p> <p>8.3.11.17. With College and Post Graduate</p> <p>8.3.11.18. Division / Section</p> <p>8.3.11.19. Gender</p> <p>8.3.11.20. Employment Status</p> <p>8.3.11.21. Nature of Appointment</p> <p>8.3.11.22. Trainings/Scholarships availed by the Employees – both local and foreign (with period covered)</p> <p>8.3.11.23. Employees with Service Obligations (with notification of ending period)</p> <p>8.3.11.24. Employees on Study Leave (with pay or without pay)</p> <p>8.3.11.25. Employees with Scholarship Grant (i.e. NSFD/DAP/CSC, Foreign Grant)</p> <p>8.3.12. Human Resources can send Notification and Memo to employees.</p> <p>8.3.13. Employee Inquiry functionality – employee can send inquiry through the system and automatically directed to HR processor</p> <p>8.3.14. Human Resources can see who have seen the Notification and Memo.</p> <p>8.4. Scheduling Module</p> <p>8.4.1. Management of employee schedules to allow single and bulk schedules creation.</p> <p>8.4.2. Employee schedules can handle the following:</p> <p>8.4.2.1. Fixed Schedule for regular and shifting schedule</p> <p>8.4.2.2. Flexible Schedule</p> <p>8.4.2.3. Flexible breaktime</p> <p>8.4.3. Shift management that can handle regular and night shift.</p> <p>8.4.4. Calendar and list view of employee schedules.</p> <p>8.4.5. Management of holidays and employee eligibility</p> <p>8.4.6. User must be able to download schedule template which they can edit and upload for schedule creation.</p> <p>8.5. Attendance Module</p> <p>8.5.1. Calendar view of attendance monitoring that shows the summary of the following:</p> <p>8.5.1.1. Perfect time entries</p> <p>8.5.1.2. Problematic time entries (with schedule but no time entries)</p> <p>8.5.1.3. Corrected time entries (through DTR correction)</p>	
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<ul style="list-style-type: none"> 8.5.1.4. Incomplete time entries 8.5.1.5. On Leave 8.5.1.6. Holiday 8.5.1.7. No schedule time entries 8.5.2. Detailed / list view of the selected summary type of the following: <ul style="list-style-type: none"> 8.5.2.1. Perfect time entries 8.5.2.2. Problematic time entries (with schedule but no time entries) 8.5.2.3. Corrected time entries (through DTR correction) 8.5.2.4. Incomplete time entries 8.5.2.5. On Leave 8.5.2.6. Holiday 8.5.2.7. No schedule time entries 8.5.3. Must be able to provide online attendance feature for offices where there are no facial recognition biometrics machines with temperature scanner installed. 8.5.4. Must be integrated with the leave module to allow earning of leaves based on the DTR. 8.5.5. Must be integrated with the leave module to allow deduction of leaves based on late and undertime. 8.5.6. Timekeeping middleware developed by the supplier must be able to compute late and undertime based on the schedule and attendance captured. The middleware will be responsible for integrating with the Facial Recognition Biometrics Machines with Temperature Scanner and interprets the landing of data in the DTR. 8.5.7. Must be integrated with the leave module to display days on leave in the DTR. 8.5.8. Must have a review and finalize DTR feature to allow adjustments. 8.5.9. Must have a lock DTR feature to preserve records for payroll use. 8.5.10. Attendance Reports that can extract the data with comprehensive search filters that can generate reports for the following categories: <ul style="list-style-type: none"> 8.5.10.1. Daily Time Record (CS Form No. 48) 8.5.10.2. Absent Without Official Leave Report 8.5.10.3. Employee Attendance Report 8.5.10.4. Habitual Tardiness Report 8.5.10.5. Habitual Undertime Report 8.5.10.6. Habitual DTR Correction Report 8.5.10.7. Incomplete Time Entries Report 8.5.10.8. Overtime Report 8.5.10.9. Off Duty Schedule Report 8.5.10.10. Perfect Attendance Report 	
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8.6. Leave Credits Module

- 8.6.1. Must be integrated with the DTR module to allow earning of leaves based on the DTR and CSC leave computation.
- 8.6.2. Must be integrated with the DTR module to allow deduction of leaves based on late and undertime.
- 8.6.3. Can manually apply adjustments.
- 8.6.4. Employee leave eligibility.
- 8.6.5. Integrated with employee self-service module where employees can file leave.
- 8.6.6. Integrated with payroll to allow leave monetization.
- 8.6.7. Leave approvals which will allow HR user to review submitted leaves and allow interpretation for leave deduction purposes.
- 8.6.8. Inclusion of leave reports:
 - 8.6.8.1. Leave Card
 - 8.6.8.2. Leave Earned of All Employees Per Month
 - 8.6.8.3. Leave Balance History Per Leave Classification
 - 8.6.8.4. All Employees Leave Report
 - 8.6.8.5. Unauthorized Leave Report

8.7. Performance Management Module

- 8.7.1. Individual performance commitment review (IPCR)
 - 8.7.1.1.1. Summary List of IPCR Rating of every Division/Office per Semester (with employee name, position title, rating, date of submission, date of receipt by the HRMD)
 - 8.7.1.1.2. Annual IPCR Report per Division/Office, Bureau/Service
 - 8.7.1.1.3. IPCR Form (with rating, e-signature of the employee; with comments or inputs and/or approval of the Head of Office/ Bureau/Service)
- 8.7.2. Office performance commitment review (OPCR)
 - 8.7.2.1.1. Summary List of OPCR Rating of the Bureau/Service/Office
 - 8.7.2.1.2. Annual OPCR Report per Bureau/Service/Office
 - 8.7.2.1.3. OPCR Form (with rating, e-signature of the Bureau/Service Director; with comments or inputs and/or approval of the Supervising Asst. Secretary/Undersecretary)

7.7.3 Individual development plan (IDP)

- 7.7.3.1 Summary List of IDP of every Division/Office (with employee name, position, date of submission to the HRMD, and date received by the HRMD, with e-signature of the Head of Office/Bureau/Service)
- 7.7.3.2 IDP Form (with employee name, position, office/division, with e-signature of the Head of Office/Bureau/Service)

<p>7.7.4 Coaching and monitoring form (CMF)</p> <p>7.7.4.1 Summary List of CMF of every Division/Office (with employee name, position, date of submission to the HRMD, and date received by the HRMD, with e-signature of the Head of Office/Bureau/Service)</p> <p>7.7.3.2 CMF (with employee name, position, office/division, with e-signature of the Head of Office/Bureau/Service)</p> <p>8.8. Employee Benefit Module</p> <p>8.8.1. PRAISE</p> <p>8.8.1.1. Monthly/Quarterly/Semestral/Annual List of Employee Entitled for Loyalty Award (for the first ten (10) years and every 5 years)- with position title, office of assignment, number of years in the DOE, number of years in the other government office, total number of government service years, amount of incentive</p> <p>8.8.1.2. Monthly/Quarterly/Semestral/Annual List of Employee with Career & Development Incentive (employee name, position title, office of assignment, name of degree/course, school, date of graduation, amount of incentive)</p> <p>8.8.1.3. Semestral/Annual List of Employee/Team with ISO Incentive (name of employee/Team/Office/Bureau/Service, ISO Certification Number, Validation Date, amount of incentive)</p> <p>8.8.1.4. List of Employee with Perfect Attendance Incentive (employee name, position title, office of assignment, year of coverage, amount of incentive)</p> <p>8.8.1.5. List of Employee/Team/Office/Bureau/Service with Special Awards (name of employee/Team/Office/Bureau/Service, Title of the Special Award given by other NGAs/etc., amount of incentive)</p> <p>8.8.1.6. List of Mandatory Service Retirees, employee name, office of assignment, date employed in government, date employed in the DOE, total years of government service, amount of incentive</p> <p>8.8.1.7. PRAISE Application Form (see attached form)</p> <p>8.8.2. Magna Carta</p> <p>8.8.2.1. Science and technology personnel</p> <p>8.8.2.1.1. List of Employee with Certificate of Eligibility (name of employee, position title, office of assignment, salary, Salary Grade)</p>	
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<p>8.8.2.1.2. List of Employee with Approved Hazard Pay (name of employee, position title, office of assignment, salary grade)</p> <p>8.8.2.1.3. Monthly/Quarterly/Annual Summary of actual presence in the workplace (based on DTR) of employees with Eligibility for the processing of Subsistence and Laundry Allowance and number of field work (Travel Order)/days of exposure to hazard in the processing of Hazard Pay</p> <p>8.8.2.1.4. Screening Evaluation Form (see attached)</p> <p>8.8.2.2. Magna carta for medical staff</p> <p>8.8.2.2.1. List of Employee with COVID Allowance Incentive (name of the employee, position title, office of assignment, salary grade,)</p> <p>8.8.2.2.2. List of Employee for Medical Staff Entitled for Magna Carta benefits (employee name, position title, office of assignment, salary grade, monthly entitlement)</p> <p>8.8.2.2.3. Monthly/Quarterly/Annual Summary of the actual presence in the workplace (based on DTR) of employees with Eligibility for the processing of Subsistence and Laundry Allowance (employee name, position title, office of assignment, salary grade, monthly entitlement)</p> <p>8.8.2.2.4. TWG Screening Evaluation Form (see attached)</p> <p>8.8.3. GSIS, PHILHEALTH, PAG-IBIG</p> <p>8.8.3.1. Monthly/Quarterly/Annual List of Employees' GSIS (employee name, office of assignment, GSIS Employee Number (BP Number), Date of GSIS Maturity)</p> <p>8.8.3.2. Semestral List of Employees of GSIS Group Insurance (employee name, office of assignment)</p> <p>8.8.3.3. GSIS Forms for Retirement Application or Separation in Government Service (see attached forms) Monthly/Quarterly/Annual List of Employees' Pag-IBIG (employee name, office of assignment, Pag-IBIG Employee Number, Date of Pag-IBIG Maturity)</p> <p>8.8.3.4. Monthly/Quarterly/Annual List of Employees' PhilHealth (employee name, office of assignment, PhilHealth Employee Number)</p> <p>8.8.4. Provident fund</p> <p>8.8.4.1. Provident Fund Loan Application Form (see attached form)</p>	
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<p>8.8.4.2. Provident Fund Benefit Claim Form (see attached form)</p> <p>8.8.4.3. Provident Fund Member Share (see attached form)</p> <p>8.8.4.4. Monthly/Quarterly/Semestral/Annual List of resigned/retired employees with outstanding loan balances</p> <p>8.8.4.5. Monthly List of employees with loan balances</p> <p>8.8.4.6. Semestral/Annual List of Employee availed of the PF Regular Loan (employee name, position, date of loan availed, term of loan and payment period, amount of loan)</p> <p>8.8.4.7. Semestral/Annual List of Employee availed of the PF Education Loan (employee name, position, date of loan availed, term of loan and payment period, amount of loan)</p> <p>8.8.4.8. Semestral/Annual List of Employee availed of the PF Appliance Loan (employee name, position, date of loan availed, term of loan and payment period, amount of loan)</p> <p>8.8.4.9. Semestral/Annual List of Employee availed of the PF Member Loan (employee name, position, date of loan availed, term of loan and payment period, amount of loan)</p> <p>8.8.4.10. Semestral/Annual List of Employee availed of the PF Special Loan (employee name, position, date of loan availed, term of loan and payment period, amount of loan)</p> <p>8.8.5. Performance based bonus (PBB)</p> <p>8.8.5.1. Semestral/Annual List of Employees Entitled for PBB</p> <p>8.8.5.2. Semestral/Annual List of Employees Not Entitled for the PBB</p> <p>8.8.6. Management and operations of the doe clinic</p> <p>8.8.6.1. Monthly/Quarterly/Semestral/Annual List of Employee visited/ consulted the DOE Clinic (name of employee, office of assignment, doctor diagnosis/recommendation, medicine prescribed, date of visit, date of follow-up, update of health status, body temperature)</p> <p>8.8.6.2. Monthly/Quarterly/Semestral/Annual List of Employee who have been swabbed/underwent swabbing/antigen test/RT-PCR test (name of employee, COVID-19 Number, office of assignment,</p>	
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<p>date of follow-up by the DOE doctor, update of health status, body temperature)</p> <p>8.8.6.3. Monthly/Quarterly/Semestral/Annual Inventory of Medical Supplies and Clinic requirements (name of the medicine/vitamins/safety items (surgical masks, alcohol, PPEs, etc.) number of tablet/pack/date of purchase, expiration date, cost of medicine, name of supplier/manufacturer)</p> <p>8.9. Payroll Module</p> <p>8.9.1. Management of payroll period</p> <p>8.9.2. Configurable and allow integration with employee information - position details to use the following information for payroll processing:</p> <p>8.9.2.1. Position Title</p> <p>8.9.2.2. Salary Grade</p> <p>8.9.2.3. Step No.</p> <p>8.9.2.4. Employment Status (Permanent, Job Order and etc.)</p> <p>8.9.2.5. Employment Type (Full Time / Part Time)</p> <p>8.9.2.6. Required hours per week</p> <p>8.9.2.7. Basic Salary</p> <p>8.9.2.8. Bonus and other benefits</p> <p>8.9.2.9. De Minimis</p> <p>8.9.2.10. Other Compensation:</p> <p>8.9.2.10.1. RATA</p> <p>8.9.2.10.2. PERA</p> <p>8.9.2.11. Government Mandated Benefits</p> <p>8.9.2.12. Current applicable tax computations</p> <p>8.9.3. Payroll should follow CSC rules, regulation and policies.</p> <p>8.9.4. Management of income and benefits.</p> <p>8.9.5. Management of deductions.</p> <p>8.9.6. Management of loans and payments.</p> <p>8.9.7. Payroll transactions include:</p> <p>8.9.7.1. General Payroll</p> <p>8.9.7.2. Hazard Payment</p> <p>8.9.7.3. Night Differential</p> <p>8.9.7.4. Leave Monetization</p> <p>8.9.7.5. Loyalty Incentive Pay</p> <p>8.9.7.6. Step Increment</p> <p>8.9.7.7. Mid-year Bonus</p> <p>8.9.7.8. Year-end and Cash Gift Bonus</p> <p>8.9.7.9. Anniversary Incentive</p> <p>8.9.7.10. Affiliation Incentive</p> <p>8.9.7.11. Productivity Enhancement Incentive</p> <p>8.9.8. Generate payroll based on the payroll period selected.</p>	
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8.9.9.	Allow reviewing, adjustments and finalization of payroll generated.	
8.9.10.	Allow locking of payroll.	
8.9.11.	Allow manual exclusion of employee from payroll period.	
8.9.12.	Payroll reports include:	
8.9.12.1.	Pay slip Report	
8.9.12.2.	Excluded Employees Report	
8.9.12.3.	PHIC Contribution Table	
8.9.12.4.	BIR Tax Table	
8.9.12.5.	Cover Page	
8.9.12.6.	General Payroll Report	
8.9.12.7.	DBP Report	
8.9.12.8.	Bank Proof List	
8.9.12.9.	Summary of Mandatory Deductions	
8.9.12.10.	Summary of Salaries, Benefits and Other Allowances	
8.9.12.11.	Summary of Payroll to include basic salary, mandatory deductions, other income, other deductions and loans and payments.	
8.9.12.12.	BIR Alpha list Report	
8.9.12.13.	YTD Payroll Register Report	
8.9.12.14.	Hazard Payment Report	
8.9.12.15.	Hazard Payment Summary Report	
8.9.12.16.	Year End and Cash Gift Bonus Report	
8.9.12.17.	Mid-Year Bonus Report	
8.9.12.18.	Clothing Allowance Report	
8.9.12.19.	Monetization of Leave Credits Report	
8.9.12.20.	Contribution Reports:	
8.9.12.20.1.	GSIS Contribution Report	
8.9.12.20.2.	PHIC Contribution Report	
8.9.12.20.3.	PAGIBIG Contribution Report	
8.9.12.20.4.	Tax Contribution Report	
8.9.12.21.	Remittance Reports	
8.9.12.21.1.	BIR Withholding Tax Monthly Remittance Report	
8.9.12.21.2.	PHIC Remittance Report	
8.9.12.21.3.	PHIC Monthly Remittance Report	
8.9.12.21.4.	GSIS Remittance Report	
8.9.12.21.5.	GSIS Monthly Remittance Report	
8.9.12.21.6.	PAGIBIG Remittance Report	
8.9.12.21.7.	PAGIBIG Monthly Remittance Report	
8.9.12.21.8.	Loans and Payments Report	
8.9.12.21.9.	Monthly Loan and Payment Report	
8.10.	Employee Self Service Module	

<ul style="list-style-type: none"> 8.10.1. Allows viewing and printing of own latest Personal Data Sheet (PDS). 8.10.2. Allows updating of own Personal Data Sheet (PDS) subject for HR approval. 8.10.3. Allows viewing and printing of own pay slip. This includes previous pay slips. 8.10.4. Allows viewing and printing of own contributions for the following: <ul style="list-style-type: none"> 8.10.4.1. GSIS 8.10.4.2. PHIC 8.10.4.3. PAGIBIG 8.10.4.4. Tax 8.10.5. Allows viewing and printing of own schedule. 8.10.6. Allows viewing and printing of own attendance. 8.10.7. Allows viewing and printing of own DTR. 8.10.8. Allows viewing and printing of own summary of overtime report. 8.10.9. Allows monitoring of leave. 8.10.10. Allows filing of the following: <ul style="list-style-type: none"> 8.10.10.1. Overtime 8.10.10.2. Leave 8.10.10.3. Request Change Shift 8.10.10.4. DTR correction 8.10.10.5. Manual Submission of DTR 8.10.11. Allows viewing of vacancies 8.10.12. Allows viewing of memo and notifications 8.10.13. Must notify the user for the following: <ul style="list-style-type: none"> 8.10.13.1. Overtime Status 8.10.13.2. Leave Status 8.10.13.3. Request Change Shift 8.10.13.4. DTR correction Status 8.10.13.5. Expiring licenses (HR only) 8.10.13.6. Issues with DTR 8.10.13.7. Notification and Memo received 8.11. System Settings that manage the following: <ul style="list-style-type: none"> 8.11.1. Administrative Cases 8.11.2. Application Status 8.11.3. Banks 8.11.4. Blood Types 8.11.5. Career Service Types 8.11.6. Civil Status 8.11.7. Deactivate Employee Reasons 8.11.8. Deduction Types 8.11.9. Degree Levels 8.11.10. Disabilities 8.11.11. Divisions 	
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8.11.12.	Document Types	
8.11.13.	Employee Code Generator	
8.11.14.	Employment Status	
8.11.15.	Exam Types	
8.11.16.	Formal Charges	
8.11.17.	Government Official Positions	
8.11.18.	Holiday Types	
8.11.19.	Income and Benefit Types	
8.11.20.	Indigenous Groups	
8.11.21.	Learning and Development Types	
8.11.22.	Learning and Development Document Types	
8.11.23.	Leave Classifications	
8.11.24.	Leave Earn Settings based on CSC	
8.11.25.	Loan Types	
8.11.26.	Location Settings	
8.11.27.	Mode of Payments	
8.11.28.	Nature of Appointments	
8.11.29.	Night Differential Settings	
8.11.30.	Other Personnel Action Types	
8.11.31.	Payroll Types	
8.11.32.	Personnel Types	
8.11.33.	PHIC Contribution Table	
8.11.34.	Position Levels	
8.11.35.	Position Titles	
8.11.36.	Relations	
8.11.37.	Religions	
8.11.38.	Salary Grade	
8.11.39.	Salary Grade Tranche (Grouping and implementation)	
8.11.40.	Sanctions	
8.11.41.	Sections	
8.11.42.	Separation Status	
8.11.43.	Shift Types	
8.11.44.	Specialization	
8.11.45.	Status of Appointment	
8.11.46.	Sub Units	
8.11.47.	Tax Status	
8.11.48.	Train Tax Table	
8.11.49.	Training and Seminar Types	
8.11.50.	Units	
8.12.	Management of security and access controls thru the use of user privileges that specifies what modules and actions are allowed for a specific user or user group.	
8.13.	Must display notifications for filed documents and other notices such as received memo, early retirements and etc.	

8.14. Must be capable of recording actions made by the users thru audit trail.

9. TRAINING

9.1. Users training must be completed within one (1) month after the delivery and installation of the Human Resource Information and Payroll System.

9.2. User's manual for system users such as Super Administrator, Administrator, Human Resources Users, Accounting Users, Employees, Reviewers and Approvers.

10. WARRANTY

10.1. Software Warranty

10.1.1. Software warranty period must be one (1) year from the delivery and installation of the Human Resource Information and Payroll System.

10.2. Hardware Warranty

10.2.1. Server warranty period must be three (3) years (service, labor and onsite) from the delivery and installation of the server hardware.

10.2.2. Firewall warranty period must be one (1) year from the delivery and installation of the firewall hardware.

10.2.3. Facial Recognition Biometrics Machines with Temperature Scanner warranty period must be one (1) year from the delivery and installation of the Facial Recognition Biometrics Machines with Temperature Scanner hardware.

10.3. Warranty coverage must consist of the following:

10.3.1. Configuration, installation and implementation of all modules of the Human Resource Information and Payroll System.

10.3.2. Installation, reinstallation, setup, configuration, reconfiguration of the application and database server, Facial Recognition Biometrics Machines with Temperature Scanner and firewall.

10.3.3. Response to support request within 24 hours.

10.3.4. Provide site visits, telephone, teleconferencing and e-mail support within the warranty period.

10.3.5. System updates when a new version is available.

10.3.6. Provides consultation for standard configuration and performance tuning within the warranty period.

10.3.7. Bug fixes, corrections and minor adjustments.

10.3.8. Supplier is required to provide highly technical personnel to support the project.

11. ADDITIONAL REQUIREMENTS

11.1. Supplier's Project Team

11.1.1. Team structure must include the names, position and years of experience in designing, developing and implementing Civil Service Commission Compliant Human Resource Information and Payroll Systems.

11.1.2. Qualifications / Credentials of Project Team

11.1.2.1. Experience in handling Civil Service Commission Compliant Human Resource Information and Payroll Systems must be indicated.

11.2. Hardware Brochures that indicate the requirements indicated in Annex A.

11.3. Software solution must be registered in the Intellectual Property of the Philippines.

11.4. Present a Proof of Concept (POC) of the proposed Civil Service Commission Compliant Human Resource Information and Payroll System that is in accordance with the CSC rules, regulations, policies, and reports. (The POC shall be presented during the post qualification and CSC rules, regulations, policies and reports must be presented.)

11.5. The supplier must be able to provide a certificate of satisfactory performance from the agency used in the SLCC.

12. PAYMENT AND DELIVERY SCHEDULE

12.1. Payment and schedule shall be made as follows:

Item No	Payment Milestones	Output	Percentage Payment	Delivery Date)
1	Approval of Work Plan and Functional Systems Designs	"Signed and approved Functional Systems Designs indicating alterations / customizations to the software that will be implemented and translated into a Work Plan with indicative timelines"	30%	30 calendar days upon receipt of Notice to Proceed
2	Approval / Acceptance of User Acceptance Testing	"Signed and approved User Acceptance Test form indicating TOR specifications and signed and approved functional systems designs with deliverables verified and tested to be acceptable at 50% minimum accomplishment."	30%	45 calendar days upon receipt of Notice to Proceed
3	Approval / Acceptance of User Acceptance Testing	"Signed and approved User Acceptance Test form indicating TOR specifications and signed and approved functional systems designs with deliverables verified and tested to be acceptable for the remaining 50% accomplishment."	30%	60 calendar days upon receipt of Notice to Proceed

4	User and administrator Training, and Final Acceptance and Documentation	"User's Training and submission of user's manual and complete project turnover to DOE." -Training Attendance Sheet -Training Certificates -User's Manual -Complete project turnover and acceptance	10%	90 calendar days upon receipt of Notice to Proceed
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13. BUDGET APPROPRIATION

13.1. The HRIPS has a budget appropriation amounting to PhP 8,500,000.00 (Eight Million Five Hundred Thousand Pesos), inclusive of VAT and other government taxes, one year maintenance and warranty fee.

ANNEX A – Hardware Specifications

1. One (1) Rack Mount Server
 - 1.1. Processor Slots: 2
 - 1.2. Processor: Intel Xeon Silver 4214, 12Core (2.2 Ghz, 16.5MB)
 - 1.3. Chipset: C621 Express
 - 1.4. Graphics: ASPEED AST2500 BMC
 - 1.5. Memory
 - 1.5. Memory: 16gb DDR4 – 2933 ECC RDIMM
 - 1.6. 24 Memory Dimm Slots
 - 1.6. OS Storage: 2 Pcs 2.5" 600GB SAS Hot-swappable HDD; RAID
 - 1.7. Data Storage: 4 Pcs 2.5" 2.4TB SAS Hot-Swappable HDD; RAID 5
 - 1.8. 1.8. Raid Controller
 - 1.8.1. High Performance 12GB/s Data Transfer
 - 1.8.2. 16 Internal 12GB/s SATA+SAS Ports
 - 1.8.3. SAS3316 RAID-on-chip
 - 1.8.4. 2GB DDR Cache Memory
 - 1.8.5. PCI Express 3.0 Host Interface
 - 1.8.6. Four mini-SAS SFF8643 internal connector (Horizontal Mount)
 - 1.8.7. Support for CacheVault flash Protection
 - 1.9. Drive Bay: Front Side; 24X2.5" Standard SKU
 - 1.10. Input / Output Ports
 - 1.11.1. Front: 2 x USB 3.0 ports
 - 1.11.2. Rear: 1 x VGA, 1 x Com port (RJ45 TYPE), 1 x RJ45 Management LAN port, 2 x Usb 3.0 ports, 2 x RJ45 Lan Ports
 - 1.11. Power supply: 2 PCS Hot-swappable power Supply
 - 1.12. Operating System: Microsoft Windows Server 2016 or later
 - 1.13. Cachevault Protection
 - 1.14. Regulatory Compliance: MET, CE, FCC
2. One (1) 3 KVA Rackmount UPS
 - 2.1. Capacity: 3000VA / 2700W
 - 2.2. Voltage Range: 110~300Vac
 - 2.3. Output Waveform: Pure Sine Wave

<p>2.4. Modes: Normal, ECO and CVCF</p> <p>2.5. Alarm (Audible or Visual): Line Failure/ Battery Low, Transfer to bypass, and System Fault</p> <p>2.6. Battery Capacity: 12Vdc /9Ah</p> <p>2.7. Protection: Overload, Over Temperature, Short Circuit, Discharge and Overcharge</p> <p>2.8. Certification: EN62040-1, EN62040-2 (C2)</p> <p>3. One (1) 42u Server Rack with PDU</p> <p>4. Six (6) Facial Recognition Biometrics Machines with Temperature Scanner</p> <p>4.1. Display: 5" Touch Screen</p> <p>4.2. Face Capacity: 6000</p> <p>4.3. Fingerprint Capacity: 6,000</p> <p>4.4. Card Capacity: 10,000</p> <p>4.5. Transaction Capacity: 200,000</p> <p>4.6. Hardware Specification: 900Mhz Dual Core, 512mg ram, 8G Flash, 2MP WDR Low Light Camera</p> <p>4.7. Communication: TCP/IP, Wiegand input/output, RS485</p> <p>4.8. Facial Recognition Speed: ≤1s</p> <p>5. One (1) Firewall</p> <p>5.1. Performance</p> <p>5.1.1. The proposed solution must have 4.9 Gbps Firewall Layer 3 throughput.</p> <p>5.1.2. The proposed solution must support at least 1,200,000 concurrent sessions.</p> <p>5.1.3. The proposed solution must support at least 30,000 new connections per second.</p> <p>5.2. Interface</p> <p>5.2.1. The proposed solution must have at least 6 10/100/1000 RJ45 interface.</p> <p>5.3. Management</p> <p>5.3.1. Management console must be managed through Web interfaces via secure encrypted connection. Must support be managed and configured by the central management platform</p> <p>5.3.2. The proposed solution must support policy configuration modules for the following functions from a single appliance:</p> <p>5.3.2.1. Stateful firewall</p> <p>5.3.2.2. DDoS Prevention, ARP spoofing prevention</p> <p>5.3.2.3. Anti-Virus</p> <p>5.3.2.4. Anti-Malware, Artificial Intelligence based malware detection Engine</p> <p>5.3.2.5. Anti-phishing</p> <p>5.3.2.6. Intrusion Prevention System</p> <p>5.3.2.7. Web Application Firewall, semantic detection method</p>	
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<p>5.3.2.8. SSL Decryption</p> <p>5.3.2.9. Risk assessment by on-demand and real-time scanner</p> <p>5.3.2.10. Cloud sandboxing</p> <p>5.3.2.11. Cloud threat intelligence</p> <p>5.3.2.12. IPsec VPN</p> <p>5.3.2.13. SSL VPN</p> <p>5.3.2.14. User authentication and grouping</p> <p>5.3.2.15. Web(URL) filtering, Application control, Bandwidth management</p> <p>5.3.2.16. Report center</p> <p>5.3.3. The proposed solution must support security protection for pre-attack, during-attack and post-attack.</p> <p>5.3.4. The proposed solution must support security protection for business systems and network users.</p> <p>5.4. Firewall</p> <p>5.4.1. The proposed solution must support static and dynamic package filtering, Inspection on well-known protocols of FTP, HTTP, SMTP, RTSP, H.323 (Q.931, H.245, RTP/RTCP), SQLNET, NMS, PPTP, TCP, UDP...</p> <p>5.4.2. The proposed solution must be able to protect against attacks of Land, Smurf, Fraggle, WinNuke, Ping of Death, Tear Drop, IP spoofing, SYN/ICMP/UDP flood, HTTP GET flood, DNS query flood, ARP cheating, ICMP redirection, static and dynamic black list, etc.</p> <p>5.4.3. Country block, create rules to allow or block traffic from IP addresses in specific countries, regions and states, reduce the attack possible.</p> <p>5.4.4. Supports real-time integration status between the local firewall and the cloud threat intelligence but not limited by providing:</p> <p>5.4.4.1. The total number of external attack events</p> <p>5.4.4.2. The total number of threats detected by Cloud Threat Intelligent in the local firewall</p> <p>5.5. Intrusion Prevention System</p> <p>5.5.1. The proposed solution must support vulnerability database with at least 4000+ entries</p> <p>5.5.2. The proposed solution must support separate server and endpoint vulnerability database group for convenient policy configuration</p> <p>5.5.3. The IPS system must be able to block worms, Trojans, spyware, scanning, DoS, DDoS, vulnerability exploits, buffer overflow attacks, abnormal protocol and attacks with evasive tactic employed.</p> <p>5.5.4. The IPS supports automatically block, logging, upload gray threat to the "cloud"</p>	
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<p>5.5.5. The IPS supports burp-force attack prevention for FTP, IMAP MSSQL, POP3 SMTP, ORACLE, RDP and so on.</p> <p>5.6. APT Prevention</p> <p>5.6.1. The proposed solution must support APT detection of identifying botnet, remote control trojans, malicious link, and other threats.</p> <p>5.6.2. The proposed solution must support anti-malware database with more than 400,000+ entries</p> <p>5.6.3. The proposed solution must be able to conduct cross-module intelligent correction of IPS, WAF and APT detection module, that to generate temporary FW rules to lock the suspicious IP when malicious behavior from that IP is detected by any of the modules.</p> <p>5.6.4. APT supports sandbox dynamic detection via security cloud</p> <p>5.6.5. APT supports to detect DDoS attack from intranet</p> <p>5.6.6. APT can effectively distinguish the hazardous traffic flow in the common application of the RDP, SSL, IMAP, SMTP, POP3, FTP,, DNS,, HTTP, WEB, and so on traffic flow , but also can be used for the normal operation of non-standard port for early warning</p> <p>5.6.7. Support honeypot feature and locate the real host IP address of the intranet infected botnet virus</p> <p>5.6.8. Support in-depth analysis on detected malware or trojan behaviors by demonstrating interaction & communication between external C&C botnets and others suspicious events</p> <p>5.7. Risk Assessment and Prevention</p> <p>5.7.1. The proposed solution must provide risk assessment module that allows to scan and identify security loopholes such as open port, system vulnerabilities, weak passwords and other risks of the protected servers</p> <p>5.7.2. The proposed solution must support built-in Web Scanner (None 3rd Party tools) that allows to scan targeted website/URL to discover the system vulnerabilities of including but not limited to SQL injection, xss, csrf, Dictionary Traversal, Command execution, etc.,</p> <p>5.7.3. The proposed solution must support real-time vulnerability analysis, includes the underlying software vulnerability analysis, Web application risk analysis, Web unsafe configuration detection and server weak password detection, and generate real-time analysis report. That can be deployed in mirror mode to discover system vulnerabilities within protected network in real-time.</p>	
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- 5.7.4. The real-time vulnerability is also to support to detect for the website if it existed backlink, and we can record the type of the black link and the location of backlink.
- 5.7.5. Risk assessment and scanning results must be shown and generated with corresponding reports with detailed description of the issues and recommended solution.
- 5.7.6. Risk assessment module must be able to be affiliated with the IPS and server protection module to automatically generate the protection policies
- 5.7.7. Threat Alerts is able to actively push the current popular 0 day or high-risk vulnerabilities, and can provide vulnerability detection tools for business scan, according to the results of scan, it can generate safety protection policies.

5.8. Web Application

- 5.8.1. The proposed solution should come with built-in advanced WAF capability in Firewall but not separate appliance
- 5.8.2. The proposed solution must be able to defend against the 10 major web-based attacks identified by the Open Web Application Security Project (OWASP), including SQL injection, XSS, CSRF, etc., by semantic detection engine.
- 5.8.3. The proposed solution must support WAF database that hosts not less than 3500 Web-based attacks rules
- 5.8.4. The proposed solution must be able to perform inspection of the content at the perimeter for incoming traffic. Only to allow input parameters that conform to the application functionalities required of the web application and no malicious input parameters
- 5.8.5. The proposed solution must be able to restrict suspicious file uploading with file types of asp, asa, exe, jsp, php, aspx, php3, php4, phtml, vbs etc.
- 5.8.6. The proposed solution must support application hiding of HTTP error pages replacement, HTTP (S) response headers hidden, and FTP server and software version information hidden, etc.
- 5.8.7. Support CC, CSRF and Cookie attack prevention.
- 5.8.8. Should support automatic on-demand web application decoding
- 5.8.9. Support Password protection, including FTP weak password detection, WEB login weak password detection, WEB login plaintext transmission detection, password brute force protection

5.9. Anti-Defacement

- 5.9.1. The proposed solution must support server access verification for administrator website, avoid website defacement

<p>5.10. Data Breach Prevention</p> <p>5.10.1. Allow to define multiple types of sensitive information based on the characteristics of stored data, the sensitive information includes user information, email account information, MD5 encrypted passwords, bank card numbers, identity card numbers, social insurance accounts, credit card numbers, and mobile phone numbers.</p> <p>5.10.2. The proposed solution must be able to restrict suspicious file downloading with file types of dat, bak, dmp, backup, asa, log, fp, frx, frt, CNF, ade, mde, db, ldb, etc.</p> <p>5.11. Antivirus</p> <p>5.11.1. Stream-based anti-virus for HTTP, FTP, SMTP and POP3, protocols, etc.</p> <p>5.11.2. The proposed solution must support built-in Artificial Intelligence capability to detect malware, virus and ransomware variants and provide the malware analysis report</p> <p>5.11.3. Should support compressed file malware inspection</p> <p>5.11.4. Should support cloud based threat intelligence and analytics</p> <p>5.12. Content Security</p> <p>5.12.1. Mail protect support pop3, smtp, imap, pop3s, smtps, imaps and other specific port.</p> <p>5.12.2. Mail protect support mail collision attack prevention and anti-phishing.</p> <p>5.12.3. Mail attachment can be detected by anti-virus.</p> <p>5.12.4. Support mail attachment filter and http/ftp download/upload filter.</p> <p>5.12.5. When users receive Malicious Mail, the proposed solution will tamper the mail subject</p> <p>5.13. Access Management</p> <p>5.13.1. The proposed solution must support up to eight user identification methods such as active directory (AD) authentication and Remote Authentication Dial-In User Service (RADIUS)</p> <p>5.13.2. The proposed solution should support Internet application identification database with more than 2800+ entries and URL database with more than hundreds of million entries that updated with cloud-based technologies</p> <p>5.13.3. The proposed solution must support policy configuration oriented toward users and applications for web filter, application control and bandwidth management</p>	
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<p>5.13.4. The proposed solution must support link load balance per traffic load as well as application type in occasion of multiple Internet lines</p> <p>5.14. Reporting</p> <p>5.14.1. The proposed solution must support built-in report center, which provides comprehensive security analyzing reports including but not limit to attack trends by “All attacks” and “Valid Attacks”; Security rating by “business server security”, “user security” and “vulnerability” ; Business server security by suffered attack times ranking ; Vulnerability assessment</p> <p>5.14.2. The proposed solution must support business model learning, which will help to simplify the security operation for web servers, and reduce the false positive.</p> <p>5.14.3. Support the detailed loges for security issues as DOS attack, web attack, IPS, viruses, website access, application control, user login and OS configuration.</p> <p>5.14.4. Support detailed threats analysis for specific attack by Description, Target, Solution; Support security analysis for specific server with Attack type, Attack source, etc.</p> <p>5.14.5. The report center must provide full visibility to network, endpoint clients and the business servers with multi-dimensional analysis of risks, vulnerabilities, attacks, threats, traffic and behaviors</p> <p>5.14.6. Support PDF format and automatically send to pre-defined mailbox on daily/weekly/monthly basis</p> <p>5.14.7. Supports automatic generation of comprehensive security risk reports. The content of the report should reflect but not limited:</p> <p>5.14.7.1. The overall security level of the protected network object</p> <p>5.14.7.2. The vulnerability information & forensic evidence each attack</p> <p>5.15. Deployment</p> <p>5.15.1. The proposed solution must support following deployment options</p> <p>5.15.1.1. Gateway (Route mode)</p> <p>5.15.1.2. Bridge mode</p> <p>5.15.1.3. Mirror mode</p> <p>5.15.1.4. Multiple Bridge mode 2- 4 bridges)</p> <p>5.15.2. The proposed solution must support High Availability of:</p> <p>5.15.2.1. Active-Active deployment</p> <p>5.15.2.2. Active-Passive deployment</p>	
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<ul style="list-style-type: none"> 5.15.3. The proposed solution must support build-in auto hardware bypass in the event of hardware failure 5.15.4. Support quick deployment from central management console 5.16. VPN <ul style="list-style-type: none"> 5.16.1. The proposed solution must support to build Proprietary VPN tunnel between HQ and branches 5.16.2. IPSEC VPN: <ul style="list-style-type: none"> 5.16.2.1. Authentication algorithm: MD5/SHA-1 5.16.2.2. Encryption algorithm: DES/3DES/AES128 Hash:MD5/SHA 5.16.3. SSL VPN: <ul style="list-style-type: none"> 5.16.3.1. Source Type: L3VPN resources, TCP resources. 5.16.3.2. OS: win xp/win 7/win 8/win 10/mac 5.17. Realtime Visibility <ul style="list-style-type: none"> 5.17.1. Real time provides CPU, memory, disk usage, session number, the number of online users, the network interface, box resource information 5.17.2. The proposed solution must be provide real-time user ranking / real-time application ranking / real-time host ranking 5.17.3. The proposed solution must be provide real-time attack map, include top attack country and counting, real-time attack and threat detail 5.17.4. Provide information security incidents, including recently security incidents, server security incidents, terminal security incidents 5.17.5. In security status, it display the current network risks need to be handled, and top attacks, bots show the threat stage and security rating. 5.17.6. Top session can display Real-time, Last 24 hours, Last 7 days of the current session and the new session. 5.18. Routing <ul style="list-style-type: none"> 5.18.1. Supports static route, ECMP, RIPv1 & v2, OSPFv2 and BGP 5.18.2. The proposed solution must be able to support but not limited to intelligent route selection based on source and destination IP, Port, Protocol and country based IP address 5.18.3. Support DNS-Mapping 5.18.4. Support custom intranet DNS server address to avoid botnet detection misjudgment DNS server 5.19. Certification <ul style="list-style-type: none"> 5.19.1. The proposed solution must be a member of MAPP (The Microsoft Active Protections Program) 	
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<p>5.19.2. The IPS vulnerability database must be CVE Compatibility certificated</p> <p>5.19.3. In order to ensure the maturity of solution technology, the principal must be CMMI L5 certified</p> <p>5.19.4. The project implementer from the principal must be CISSP certified.</p>	
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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
(Requirement during the Opening of Bids) and
Documentary Requirements for Post-qualification

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) 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 (**Bidding Form Annex A**); and
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- ☐ (g) 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 (**Bidding Form Annex C**); and
- ☐ (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
 - 1. production/delivery schedule;
 - 2. manpower requirements/organizational structure; and
 - 3. **Certificate of Warranty/Guarantee**; and
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); 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.

Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- ☐ (k) 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

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form (**Bidding Form Annex E**); and
- ☐ (n) Original of duly signed and accomplished Price Schedule(s) (**Bidding Form Annex F**).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (o) *[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.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. Post-Qualification Requirements:

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
 - (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
 - (b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
 - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

2. Latest Income/Business Tax Returns;

3. Certificate of PhilGEPS Registration;
4. Pictures of its principal place of business;
5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.

Bidding Forms

Mandatory Submission of Bidding Forms

Annex A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Ongoing, completed or awarded but not yet started projects for the period
_____ (last two years), where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

**The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila**

Single Largest Completed Contract (SLCC) for the period

(last two years), where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex C

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Annex D

Omnibus Sworn Statement [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]

Annex E

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 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: _____

Annex F

Price Schedule for Goods Offered from Abroad *[shall be submitted with the Bid if bidder is offering goods from Abroad]*

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature _____

Duly authorized to sign the Bid for and behalf of: _____

Annex F

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf _____

Annex G

Performance Securing Declaration

[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/manufacture/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]

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

[DOE Chief Accountant]
Witness

Acknowledgment

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