

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

**DEPLOYMENT AND CUSTOMIZATION OF
BUSINESS PROCESS AND PROJECT
MANAGEMENT SOLUTIONS (BPPMS)**

Government of the Republic of the Philippines

**Fourth Edition
December 2010**

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Section I. Invitation to Bid

**INVITATION TO BID
FOR THE
DEPLOYMENT AND CUSTOMIZATION OF
BUSINESS PROCESS AND PROJECT MANAGEMENT SOLUTIONS
(BPPMS)**

The DOTC through the DOTC EMIS Fund intends to apply the sum of **P47,282,891.00** being the Approved Budget for the Contract (ABC) to payments under the contract for **DEPLOYMENT AND CUSTOMIZATION OF BUSINESS PROCESS AND PROJECT MANAGEMENT SOLUTIONS (BPPMS)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The DOTC now invites bids for hereunder list of items:

Lot No.	Qty.	Item/Description	Approved Budget for the Contract	Price of Bid Documents (non-refundable)	Delivery Period
1	1 lot	<p>1. Business Process Management Solution (BPMS), comprising the following:</p> <p>a. Hardware:</p> <ul style="list-style-type: none"> ➤ One (1) unit Application Server ➤ One (1) unit Database Server ➤ Twenty (20) units Barcode Scanner ➤ Twenty (20) units Barcode Printer ➤ Twenty (20) units Document Scanner ➤ Three (3) years warranty for servers, one (1) year warranty for Barcode Scanner, Barcode Printer, and Document Scanner. <p>b. Solutions delivery covering provisions of purchased software to deliver the requirements defined in the TOR</p>	P47,282,891.00	P50,000.00	6 months for all items

		<p>2. Project Monitoring Management Solution (PMMS), comprising the following:</p> <p>a. Hardware</p> <ul style="list-style-type: none"> ➤ One (1) lot upgrade of the existing Dell PE R900 Servers ➤ Training for 10 personnel. <p>b. Solutions delivery covering provisions of packaged software to deliver the requirements defined in the TOR</p>			
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The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Issuance and Availability of Bid Documents	June 9 to July 02, 2012
Pre-Bid Conference	June 18, 2012, 9:30 a.m.
Deadline of Submission of Bids	Until 9:00 a.m., July 02, 2012
Opening of Bids	9:00 a.m., July 02, 2012

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Interested bidders may obtain further information from DOTC and inspect the Bidding Documents at the address given below from 8:00 AM – 5:00 PM.

The complete set of Bidding Documents may be purchased by interested Bidders from the address below and upon payment of nonrefundable price of **FIFTY THOUSAND PESOS (P50,000.00)**. The bidding documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the DOTC (www.dotc.gov.ph), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

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 and subject to Commonwealth Act 138.

The DOTC will hold a Pre-Bid Conference on the date listed above at the 16th Floor, DOTC Conference Room, Room 166, The Columbia Tower, Mandaluyong City, which shall be open to all interested parties.

Bids must be delivered to the address below on or before the date and time listed above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18. Bid opening shall be done immediately after the deadline on the same date at the 16th Floor, DOTC Conference Room, Room 166, The Columbia Tower, Mandaluyong City. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

The DOTC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For further information please refer to:

Assistant Secretary Catherine P. Gonzales
Department of Transportation and Communications
Bids and Awards Committee Office
15th Floor, Unit 153, The Columbia Tower
Ortigas Avenue, Mandaluyong City
Tel No. 654-7725
Fax No. 723-4925
www.dotc.gov.ph

JOSE PERPETUO M. LOTILLA
Undersecretary for Legal and
Chairman, Bids and Awards Committee

Section II. Instructions to Bidders

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General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the

events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current

prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.

- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- (b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to

know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents –

Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Goods;
 - (iii.4) amount of contract and value of outstanding contracts;
 - (iii.5) date of delivery; and
 - (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class "B" Document:

- (vi) If applicable, the 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.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

- (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.

- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

- (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
- (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
- (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
- (iii) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or	Five percent (5%)

insurance company duly certified by the Insurance Commission as authorized to issue such security.	
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.
- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall

forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid

price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
 - (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be,

subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.
- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

- 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
 - (a) Tax clearance per Executive Order 398, Series of 2005;
 - (b) Latest income and business tax returns in the form specified in the **BDS**;
 - (c) Certificate of PhilGEPS Registration; and
 - (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12

and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion.

- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

- (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

- 34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
1.1	The Procuring Entity is The <i>Department of Transportation and Communications</i> .				
1.2	<p>The lot and reference is:</p> <p><i>Deployment and Customization of Business Process and Project Management Solutions (BPPMS)</i></p> <table border="1" data-bbox="432 622 1350 1355"> <thead> <tr> <th data-bbox="432 622 603 689">Quantity</th> <th data-bbox="603 622 1350 689">Item/Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 689 603 1355">1 lot</td> <td data-bbox="603 689 1350 1355"> <p>Business Process Management Solution (BPMS), comprising the following:</p> <ul style="list-style-type: none"> a. Hardware b. Software/Licenses c. Solutions delivery covering provisions of purchased software to deliver the requirements defined in the TOR <p>Project Monitoring Management Solution (PMMS), comprising the following:</p> <ul style="list-style-type: none"> a. Hardware b. Software/Licenses c. Solutions delivery covering provisions of purchased software to deliver the requirements defined in the TOR </td> </tr> </tbody> </table>	Quantity	Item/Description	1 lot	<p>Business Process Management Solution (BPMS), comprising the following:</p> <ul style="list-style-type: none"> a. Hardware b. Software/Licenses c. Solutions delivery covering provisions of purchased software to deliver the requirements defined in the TOR <p>Project Monitoring Management Solution (PMMS), comprising the following:</p> <ul style="list-style-type: none"> a. Hardware b. Software/Licenses c. Solutions delivery covering provisions of purchased software to deliver the requirements defined in the TOR
Quantity	Item/Description				
1 lot	<p>Business Process Management Solution (BPMS), comprising the following:</p> <ul style="list-style-type: none"> a. Hardware b. Software/Licenses c. Solutions delivery covering provisions of purchased software to deliver the requirements defined in the TOR <p>Project Monitoring Management Solution (PMMS), comprising the following:</p> <ul style="list-style-type: none"> a. Hardware b. Software/Licenses c. Solutions delivery covering provisions of purchased software to deliver the requirements defined in the TOR 				
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through DOTC 2012 EMIS Fund in the amount of P47,282,891.00 (VAT inclusive).</p> <p>The name of the Project is:</p> <p><i>Deployment and Customization of Business Process and Project Management Solutions (BPPMS)</i></p>				
3.1	No further instructions.				
5.1	No further instructions				
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project. For this purpose, the foreign bidders shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government				

	procurement activities for the same item/product.
5.4	<p>The Bidder must have completed, a single contract <i>that is similar to this Project</i>, which is <i>Deployment and Customization of Business Process and Project Management Solutions (BPPMS)</i>, equivalent to at least fifty percent (50%) of the ABC from 2007-2011.</p> <p>For this purpose, similar contracts shall refer to:</p> <p>a) Supply, delivery, and installation of any IT Equipment and Business Process and Project Management Software system solution; and</p> <p>b) Design, development and deployment of application systems with systems integration in any government or private offices.</p>
7.0	No further instructions.
8.1	No further instructions.
8.2	No further instructions.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on June 18, 2012, 9:30 a.m. at the Department of Transportation and Communications, 16th Floor, DOTC Conference Room, The Columbia Tower, Ortigas Avenue, Mandaluyong City
10.1	<p>The Procuring Entity's address is:</p> <p>Department of Transportation and Communications Bids and Awards Committee Office (BAC) The Columbia Tower, Ortigas Avenue, Mandaluyong City Telefax: 726-66-90</p>
12.1(a)	No further instructions.
12.1(a)(i)	No further instructions
12.1(a)(iii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within Calendar Year 2007-2011 prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.2	The ABC is P47,282,891.00 (VAT inclusive). Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iii)	No incidental services are required.
15.4(b)	Not applicable.

16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos. The bid price shall be inclusive of the 12% Value Added Tax and all applicable taxes.
16.3	No further instructions.
17.1	Bids will be valid for 120 calendar days from the date of the opening of bids.
18.1	The bid security shall be in the following amount: <ol style="list-style-type: none"> 1. The amount of P945,657.82, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of P2,364,144.55 if bid security is in Surety Bond; or 3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.
18.2	The bid security shall be valid for 120 calendar days from the date of the opening of bids.
20.3	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
21.0	The address for submission of bids is Department of Transportation and Communications Bids and Awards Committee (BAC) Unit 153, 15th Floor, The Columbia Tower, Mandaluyong City The deadline for submission of bids is until 9:00 a.m. July 02, 2012.
24.1	The place of bid opening is: Department of Transportation and Communications 16th Floor, Unit 167, DOTC Conference Room, The Columbia Tower, Ortigas Avenue, Mandaluyong City The date and time of bid opening shall be immediately after the deadline for the submission of bids.
24.2	No further instructions.
27.1	No further instructions.
28.3	No further instructions.
28.3(b)	Bid modification is allowed if the conditions fall within ITB Clause 23.

28.4	No further instructions.
29.2(a)	No further instructions.
29.2(b)	<p>The income tax and business tax returns stated above may be filed manually or through the Electronic Filing and Payments Systems (EFPS).</p> <p>Proofs of payment in case of electronic filing are as follows:</p> <ol style="list-style-type: none"> 1. Electronic Filing and Payments System (EFPS) Confirmation receipt, or 2. Bank issued payment confirmation receipt; or 3. BIR payment status.
29.2(d)	No further instructions.
32.4(g)	No further instructions.

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its

bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate

is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its

cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they

otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
 - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Department of Transportation and Communications
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is The Government of the Philippines (GOP) through DOTC 2012 EMIS Fund in the amount of P47,282,891.00.
1.1(k)	The Project Site is: Department of Transportation and Communications Central Office The Columbia Tower, Ortigas Avenue, Mandaluyong City
5.1	The Procuring Entity’s address for Notices is: Emma E. Hizon Director III, Management Information Service Department of Transportation and Communications Bids and Awards Committee (BAC) Unit 153, 15th Floor, The Columbia Tower, Ortigas Avenue, Mandaluyong City The Supplier’s address for Notices is: _____ _____ _____
6.2	Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: The delivery terms applicable to this Contract are delivered to the DOTC in Metro Manila. Risk and title will pass from the Supplier to the PROCURING ENTITY upon receipt and final acceptance of the GOODS at their final destination.

Delivery of the GOODS shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

Upon delivery of the GOODS to the Project Site, the Supplier shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported GOODS);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the PROCURING ENTITY's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the PROCURING ENTITY's representative at the Project Site.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied GOODS;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied GOODS;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied GOODS;
- (d) performance or supervision or maintenance and/or repair of the supplied GOODS, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the PROCURING ENTITY's personnel, at the Supplier's plant and/or on-site, in assembly, start-up,

	<p>operation, maintenance, and/or repair of the supplied GOODS.</p> <p>The Contract price for the GOODS shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Insurance –</p> <p>The GOODS supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The GOODS remain at the risk and title of the Supplier until their final acceptance by the PROCURING ENTITY.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the PROCURING ENTITY against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the GOODS or any part thereof.</p>
10.4	Not applicable
13.4(c)	No further instructions.
16.1	The testing procedure to be undertaken by the Management Information Service will be made upon the delivery, installation and acceptance of all hardware and software by the supplier and as defined in the TOR. Methods and procedures to be supplied later.
17.3	<p>For the Software – The Service Provider is required to provide a 12-month guarantee, complete, operable, uncompromised, and error free software and in accordance with set standards and performance criteria after the final acceptance. The Service Provider should guarantee that all software components are free of defects and faults and should be in accordance with the agreed specifications.</p> <p>For the Hardware – Warranty of three (3) years and replacement of servers found defective after final acceptance of the equipment. The Service Provider should guarantee that all defective, faulty of inferior parts, materials or accessories of those similarly found not in accordance with the agreed specifications shall be replaced at no additional cost to DOTC.</p>
17.4	The period for correction of defects in the warranty is thirty (30) days.
21.1	No additional provision.

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENTS

Summary of Schedule of Requirements:

Item No.	Description	Quantity	Total	Delivered Weeks / months
1	<p>BPPMS Software and Services</p> <p>1 Supply, delivery and installation of BPMS Software suitable for at least 250 named users and 25 concurrent users</p> <p>2 Supply, delivery and installation of PMMS Software suitable for at least 25 users</p> <p>3 Rendering of Professional Services to implement and deploy PMMS and BPMS software including the Document Management System, frontline Operational System needed for performance monitoring using the Dashboard Technology.</p>			Within sixty (60) days
2	<p>BPMS and PMMS Hardware</p> <p>1 Supply, delivery and installation of Application Server: Intel-based, should have sufficient requirements to run the BPMS software</p> <p>2 Supply, delivery and installation of Database Server: Intel-based, should have sufficient requirements to run RDBMS used by the BPMS software</p> <p>3 Supply, delivery and installation of upgrades for both Dell R900 Servers and storage to run the requirements of the PMMS</p> <p>4 Supply, delivery and installation of Barcode Scanners (20 units)</p> <p>5 Supply, delivery and installation of Barcode Printers (20 units)</p> <p>6 Supply, delivery and installation of Document Scanners (20 units).</p>			Within sixty (60) days
3	<p>Other Deliverables</p> <p>1 Functional, Technical and User Manual documentation of the following:</p>			Within six (6) months upon issuance of Notice to Proceed

	<ul style="list-style-type: none"> a. BPMS and PMMS Features and Functionalities b. Technical documentation on the integration strategy of the new portal with identified DOTC internal web-based or web-enabled applications c. Security administration and policies implementation. The winning bidder shall implement security and single-sign-on facility for the new DOTC Portal and its internal integration d. Expansion plan in integrating DOTC's attached agencies into the BPMS and PMMS e. Roadmap for future BPMS and PMMS <p>2 Conduct of necessary management, user and technical trainings on:</p> <ul style="list-style-type: none"> a. Management Reports b. User/Processor Trainings c. User acceptance test d. Administration, performance tuning and troubleshooting <p>3 Project documentation functional (functional specification design, user's manual, technical (system administration, maintenance and operation) and user procedures of operation and maintenance</p> <p>4 Formal and legal turnover of source codes (applies only to source codes used for product customization, does not include any proprietary source code in the core software package) files, documents (printed and electronic copies), equipment, etc and transfer of their ownership to DOTC.</p> <p>5 Provision of warranties for software systems/packages and application systems plus servers.</p> <p>6 Generations of after warranty plan indicating future systems functional requirements, hardware/software updates, licenses, renewals, timelines and budgetary requirements.</p>			
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TERMS OF REFERENCE

Deployment and Customization of Business Process and Project Management Solutions (BPPMS)

1.0 INTRODUCTION AND BACKGROUND INFORMATION

The Department of Transportation and Communications (DOTC) is the primary policy, planning, programming, coordinating, implementing and administrative entity of the executive branch of the government on the promotion, development and regulation of a dependable and coordinated network of transportation systems, as well as in the fast, safe, efficient and reliable transportation and communications services

DOTC is the largest of the executive departments in the Philippines, in terms of both scope and size. It covers road, rail, air, water and communication sectors. To carry out its mandate the Department has fourteen (14) attached agencies / corporations and four (4) line / sectoral offices.

DOTC is also one of the biggest implementors of infrastructure projects covering transportation. Transportation infrastructures are important support services to cater to the various needs of the country covering tourism, agriculture and other economic activities to foster and accelerate the growth of the country.

Given this, consolidating field data and converting them to timely actionable information for management decisions, policy development and implementation has always been a challenge.

DOTC intends to address this challenge with the establishment of a Business Process and Project Management Solutions (BPPMS) which is comprised of the following:

1.1 BPMS Software and Services

This component shall comprise the customizable-off-the-shelf (COTS) BPMS Software which shall be the core software package. It shall contain pre-built components such as process engine, business intelligence/analytics, email/SMS alerts content/document management, collaboration tools, workflow/form designers, administration console, dashboard, reports, integration/middleware modules, collaboration, and other off-the-shelf features.

1.2 BPMS Hardware

The server hardware is where the BPMS software will be installed and operated. It shall comprise of application and database servers. This component also includes document management hardware such as barcode scanners, barcode printers and document scanners.

1.3 Project Monitoring Management Solution (PMMS) Software and Services

This component shall comprise the customizable-of-the-shelf (COTS) PMMS software which shall be the core software for monitoring project implementation. It shall contain pre-built components such as process engine, project management analytics, project cost analytics, administration console, reports, integration/ middleware modules collaboration, and other off-the-shelf features.

1.4 PMMS Hardware

The server hardware to be used for this system will be the servers being used in the DOTC in processing the financials, payroll, logistics, human resource and other modules.

What will be needed only is to increase the memory and storage capacities of the servers to accommodate more users of the system. In addition, it is more prudent to be using same servers since the monitoring software has a strong relationship with the financial et al modules, being used in the DOTC.

2.0 OBJECTIVES

The primary objective of the BPPMS is to be able to provide DOTC stakeholders an electronic platform to effectively and efficiently carry-out its mandate as the primary **(1) policy, (2) planning, (3) programming, (4) coordinating, (5) implementing, and (6) administrative** entity of the executive branch of the government on the promotion, development and regulation of a dependable and coordinated network of transportation systems, as well as in the fast, safe, efficient and reliable transportation services

2.1 Policy Building, Planning, and Programming

Policy Building, Planning, and Programming requires that the DOTC executives digest multitudes of current and historical operational data as well as project information and frame them into proper context in order to create policies, plans, and programs that are aligned towards the best interest of DOTC stakeholders. Specific project objectives aligned with Policy Building Planning and Programming include:

- 2.1.1 Provision of Customizable Reports capable of displaying pertinent configurations of information and ability to drill-down into the report for validation.
- 2.1.2 Deployment of Business Intelligence/Analytics to empower executives to make sense of current and historical data, with the objective of gaining relevant insight that can be translated into actual policy, plans and programs

2.2 Coordination, Implementation, and Administration

Coordination and Implementation requires operational intelligence offering real-time visibility and insight into DOTC operations. The BPPMS need to produce actionable information from timely data sources and event data such as field reports, social media, emails and SMS. The solutions also need to create a virtual venue where internal stakeholders can collaborate and exchange information. Specific project objectives for Coordination and Implementation are:

- 2.2.1 Create a consolidated real-time view of daily operations through customizable Dashboards capable to displaying timely pertinent information such as status of running projects, alerts of projects that are delayed or have gone over-budget, project irregularities etc.
- 2.2.2 Establishment of an Intranet Portal that would serve as a venue for internal DOTC stakeholders to freely exchange information.
- 2.2.3 Integration with the current DOTC website to solicit feedback from external DOTC stakeholders and display dynamic content from the BPMS cleared for Public Consumption

Administration on the other hand, requires adherence to DOTC policies and workflows in view of the organized and efficient conduct of day to day operations. Towards this end are the following specific objectives

- 2.2.4 Establishment of Process Engine that would enable automated facilitation and administration of DOTC's business rules and policies.
- 2.2.5 Implementation of Content/Document Management System that would handle the process of DOTC for the creation and approval of electronic copies of issuance, memoranda, and department orders etc. The system should allow users to monitor the status of their processes providing better visibility for transactions occurring externally and internally to DOTC.
- 2.2.6 Provide multiple and convenient means of field data entry. The Solution needs to empower DOTC employees to conveniently enter data into the system through the use of on-line web-based forms, ability to upload pre-formatted spreadsheet files etc.
- 2.2.7 Integration with existing DOTC Information System (Oracle eBusiness Suite R12) is key to making sure that existing automation and structured information is incorporated into the BPPMS.
- 2.2.8 Create a more agile implementation of organizational policies through the use of customizable forms and workflows that would empower authorized DOTC personnel to quickly create or modify existing forms and workflows.

2.2.9 Provide Email/SMS alerts for timely and convenient review and approval.

2.3 Supporting Objectives

2.3.1 Timeliness of implementation and adherence to industry-recognized IT best practices are crucial to the success of this project. Given this, it is imperative that the proposed BPPMS are packaged software suites that already have an established user-base of comparative sizes and scope to this bid.

2.3.2 Since the BPPMS may contain sensitive information it is important to ascertain that the necessary physical, network, and application security measures are in place.

2.3.3 To ensure the sustainability of the BPPMS, full transfer of technology is needed. This shall be executed in the form of hands-on training and documentation

3.0 SCOPE AND COVERAGE

3.1 BPPMS Software and Services

3.1.1 This component shall comprise the customizable-off-the-shelf (COTS) BPMS and PMMS Software which shall be the core software packages. They shall contain pre-built components such as process engine, business intelligence/analytics, email/SMS alerts content/document management, collaboration tools, workflow/form designers, administration console, dashboard, reports, project management and project cost analytics, integration/middleware modules, collaboration, and other off-the-shelf features.

3.1.2 Consulting services shall also be required to

- a. Gather data and perform business analysis
- b. Validate DOTC business processes related to the implementation of the BPMS and PMMS
- c. Customize and Implement the BPMS including the Document Management System and DOTC Portal and the PMMS.

3.2 BPMS and the PMMS Hardware

For the BPMS hardware, two servers will be purchased for both database and application installation and operation. This component also includes document management hardware such as barcode scanners, barcode printers and document scanners.

For the PMMS server, the existing DOTC servers processing the financial et al modules will be used to process the requirements of project implementation and monitoring.

However, the memory and storage capacities of these servers will be enhanced to accommodate more users who will be implementing the PMMS system.

3.3 Scope common to all:

3.3.1 Functional, Technical, and User Manual documentation of the following:

3.3.1.1 BPMS and PMMS Features and Functionalities

3.3.1.2 Technical documentation on integration strategy of the new portal with identified DOTC internal web-based or web-enabled applications

3.3.1.3 Technical documentation of PMMS

3.3.1.4 Security administration and policies implementation.

The winning Service Provider shall implement security and single-sign on facility for the new DOTC portal and is internal integration, together with the PMMS system

3.3.1.5 Expansion plan in integrating DOTC's attached agencies into the BPMS and PMMS

3.3.1.6 Roadmap for future BPMS and PMMS enhancements

3.3.2 Conduct of necessary management, user, and technical training:

3.3.2.1 Management Reports

3.3.2.2 User/Processor trainings

3.3.2.3 Administration, performance tuning, and troubleshooting

3.3.3 Project documentation functional (functional specification design, user's manual), technical (system administration, maintenance and operation) and user procedures of operation and maintenance

3.3.4 Formal and legal turnover of source codes (applies only to source code used for product customization, does not include any proprietary source code in the core software package), files, documents (printed/electronic), equipment, etc, and transfer of their ownership to DOTC.

3.3.5 Provision of warranties for software systems / packages and application systems plus the servers and other equipment.

- 3.3.6 Generation of after-warranty plan indicating future system functional requirements, hardware/software updates, licenses renewals, timelines and budgetary requirements

The coverage of the project shall apply within the DOTC Central Office at the Columbia Tower, Ortigas Avenue, Mandaluyong City. Physical and environmental requirements for this project shall be provided by the DOTC.

4.0 DELIVERABLES

The project has the following deliverables:

- 4.1 BPPMS Software and Services
 - 4.1.1 Supply, delivery and installation of BPMS Software suitable for at least 250 named users and 25 concurrent users
 - 4.1.2 Supply, delivery and installation of PMMS Software suitable for at least 25 users
 - 4.1.3 Rendering of Professional Services to implement and deploy PMMS and BPMS software including the Document Management System, frontline Operational System needed for performance monitoring using the Dashboard Technology.
- 4.2 BPMS and PMMS Hardware
 - 4.2.1 Supply, delivery and installation of Application Server: Intel-based, should have sufficient requirements to run the BPMS software
 - 4.2.2 Supply, delivery and installation of Database Server: Intel-based, should have sufficient requirements to run RDBMS used by the BPMS software
 - 4.2.3 Supply, delivery and installation of upgrades for both Dell R900 Servers and storage to run the requirements of the PMMS
 - 4.2.4 Supply, delivery and installation of Barcode Scanners (20 units)
 - 4.2.5 Supply, delivery and installation of Barcode Printers (20 units)
 - 4.2.6 Supply, delivery and installation of Document Scanners (20 units).
- 4.3 Other Deliverables
 - 4.3.1 Functional, Technical and User Manual documentation of the following:
 - a. BPMS and PMMS Features and Functionalities

- b. Technical documentation on the integration strategy of the new portal with identified DOTC internal web-based or web-enabled applications
 - c. Security administration and policies implementation. The winning bidder shall implement security and single-sign-on facility for the new DOTC Portal and its internal integration
 - d. Expansion plan in integrating DOTC's attached agencies into the BPMS and PMMS
 - e. Roadmap for future BPMS and PMMS
- 4.3.2 Conduct of necessary management, user and technical trainings on:
- a. Management Reports
 - b. User/Processor Trainings
 - c. User acceptance test
 - d. Administration, performance tuning and troubleshooting
- 4.3.3 Project documentation functional (functional specification design, user's manual, technical (system administration, maintenance and operation) and user procedures of operation and maintenance
- 4.3.4 Formal and legal turnover of source codes (applies only to source codes used for product customization, does not include any proprietary source code in the core software package) files, documents (printed and electronic copies), equipment, etc and transfer of their ownership to DOTC.
- 4.3.5 Provision of warranties for software systems/packages and application systems plus servers.
- 4.3.6 Generations of after warranty plan indicating future systems functional requirements, hardware/software updates, licenses, renewals, timelines and budgetary requirements.

5.0 FUNCTIONAL AND TECHNICAL SPECIFICATIONS

5.1 BPMS Software and Services

- 5.1.1 BPMS software shall be customizable-off-the-shelf (COTS). It shall contain pre-built components such as process engine, business analytics, content management, collaboration tools, workflow/form designers, administration console, dashboard, reports, integration/middleware modules, collaboration, and other off-the-shelf features
- 5.1.2 The BPMS shall be able to accommodate at least 250 named users and 25 concurrent users.

- 5.1.3 BPMS software shall have the capability to seamlessly integrate with existing DOTC Information Systems specifically, Oracle eBusiness Suite R12
- 5.1.4 Must support BPM lifecycle composed of design, modelling, execution, monitoring, and optimization.
- 5.1.5 Must have Drag and Drop control and configuration or Process/workflow wizards/form creators. No coding required to control and configure.
- 5.1.6 The Software should allow process flow design in a visual Process editor, and forms design in a graphical forms designer.
- 5.1.7 The Software must support distributed development teams. For example, workflow designers from each business units can develop the processes independently, and deploy into shared centralized repository.
- 5.1.8 The Software should allow the workflow designer to import values from an external list using Microsoft Excel, CSV file, SharePoint List format, etc. into drop down lists. Drop down lists should have the ability to display filtered list based on value in another field. For example, list of States (import from excel) is filtered by the selected country in another drop down field).
- 5.1.9 The Software must support reusability of processes or sub-processes developed by export of implemented processes, and import the exported process to minimize creating processes from scratch.
- 5.1.10 The Software must allow some form of programming to be used for more complex requirements. For example, JavaScript within user interface for form verifications and actions.
- 5.1.11 The Software must have out-of-the-box validation functions, for example, defining a mandatory field within a form.
- 5.1.12 The Software must allow creation of workflows that supports dynamic role assignment, where the assigned team for a task can be dependent on the process criteria. For example, the team assigned is based on the request type.
- 5.1.13 The Software must include a scheduler to automatically trigger processes.
- 5.1.14 The Software must allow the calculation of total duration for the whole process execution, and break down to how long each process step takes to complete.
- 5.1.15 The Software must include escalation mechanism. For example, if task is overdue, automatically notify manager via email.

- 5.1.16 The Software should have a rule engine that can support configuration of parameter as criteria to the process. For example, when the request priority is “High”, email notification is sent and a report is generated.
- 5.1.17 The Software should support calendaring that distinguishes work days, and public holidays for corporate functions, and concurrently different calendaring (for example, 24 x 7) for operational functions.
- 5.2.18 The Software must allow the workflow designer to deploy a process to multiple environments.
- 5.1.19 The Software should support bulk data import into the process. For example, there are 10 requests to be raised. User can prepare a spreadsheet with 10 rows of data in a pre-defined template and import the data into the process.
- 5.1.20 The Software should support AD authentication, and synchronization of user list and profiles between Software and Active Directory setup.
- 5.1.21 The Software should support SMS notification to be triggered in any part of the process flow. For example, when the request priority is “High”, SMS notification is sent to the Approver.
- 5.1.22 The Software should be deployable in a virtual environment, such as VMWare.
- 5.1.23 The Software shall be proven in design and operation and shall be available 24 hours a day, except during the time when the Software is shut down for Software maintenance. The Vendor shall specify the shutdown time required for Software maintenance but the shutdown time shall not exceed 1 hour.
- 5.1.24 DOTC requires a 12 month warranty on the software application deliverable for this project. The Service Provider shall, in case of malfunction, give full and free service guarantee to DOTC to restore all the servers to operational condition for a period of at least 6 months from the date of acceptance.

5.2 Project Monitoring Management Solution Software

- 5.2.1 The Software must enable Project Initiation and Planning. From setup to closure, the software must enable users to have access to tools to view the health of the projects, gather information quickly, and create workplan.
- 5.2.2 The software should have simplified Project Setup. It should have project templates to simplify project setup and enforce organizational best practices and standards. The project templates should have the information required to manage the project lifecycle. The data ranges

from project classifications, project members, and the work breakdown structure (WBS) to financial aspects such as burden schedules, billing schedules and budgeting and forecasting structure.

- 5.2.3 The software must be able to manage multiple projects. It should support a multilevel hierarchy of projects linked into a program. Project managers will be able to view aggregated information at the program-level and can drill down to the child projects.
- 5.2.4 The software must be able to manage the information required for any project. It must enable Project Managers to drill down to access detailed information for their projects, and is equipped with a configurable dashboard that provide access to commonly used functions, and displays key project information comprising of the Key Performance Indicators (KPIs), earned value graphs, effort and financial information on cost, revenue and profitability.
- 5.2.5 The software must have an Intuitive Project Management. It allows project managers to plan project work as an unlimited breakdown structure of tasks with as much details needed. The project template should allow creation of workplan from scratch and integrating with a scheduling tool. The software must be able to track the project's planned effort and work units, milestones and phases, schedule and critical path information. The software must e able to capture task schedule and baseline dates as well as dependencies (finish-to-start, start-to-start, finish-to-finish, and start-to-finish) within and across projects.
- 5.2.6 The software must be able to manage Workplan Versions. It should be able to capture and manage changes to a workplan and compare to prior versions to identify trends such as schedule slippage. It would be able to hold multiple iterations of a current plan to test different planning scenarios, and then route the finalized workplan through a business approval process.
- 5.2.7 The software must deliver Efficient Deliverables Management. Schedule and track deliverables for a project, defining the actions required to meet each deliverables and any associated documentation.
- 5.2.8 The software should be able to handle effortless budget and forecast definition. Track multiple types of financial plans such as budgets, forecasts, and estimates at any level of the financial structure, the costs being derived from actual or planning rates automatically extended across the financial period.
- 5.2.9 The software must enable Synchronized Project Execution by providing the platform to collaboratively manage document updates and progress collection across the team member of the project.

- 5.2.10 The software must have a Centralized Document Repository. With the use of a simple Web Interface, one can manage and access a centralized repository of documents and provide access to all project members within the context of the project.
- 5.2.11 The software must have a Flexible Progress Management. It is capable of reducing the administrative effort needed to record accomplishment allowing decentralized progress collection and roll up. The person monitoring a particular project can report information such as actual effort and cost, estimate-to-complete effort and cost, estimated and actual completion dates and physical per cent complete. Alternatively, the project manager can centralize the process enabling progress collections for all tasks.
- 5.2.12 The software must effectively manage issues and changes. Project Managers and team members can quickly and easily create and manage issues and changes. Workflow ensures tracking and progressing from initial capture through the review and approval process to closure and, in the case of change orders, controlled implementation of impacts.
- 5.2.13 The software must be able to manage project performance and make Better Decisions in Real Time. Project managers will have easy access and visibility into actual cost, revenue, and invoicing information.
- 5.2.14 The software must tackle Performance Exception Reporting. The monitorer or project manager can view a summary of problems and issues on a project through visual status indicators including, critical, at risk and on track that denote exceptions and understand the root cause of problems and issues.
- 5.2.15 The software must be able to create a single, up-to-date view of the project costs by streamlining the collection of raw costs from multiple enterprise application, seamlessly applying overhead costs and creating accurate and timely accounting entries for the finance department.
- 5.2.16 The software must be able to load Project Costs from subledger applications. It must be able to integrate other applications. It can aggregate project expenditures as transactions are processed through standard business flows. It must be able to capture data from a legacy or third party systems.
- 5.2.17 The software must be able to capture costs in a timely manner with Self-Service Tools. Hence, project monitoring team will be able to submit project-related expense reports using a standard Web browser. Hence, they can also record entries of projects away from the office using spreadsheet templates and then submit them when they are back online.
- 5.2.18 The software will allow handling of Transactions in Any Currency.

- 5.2.19 The software must be able to Streamline Resource Sharing Administration thereby providing a solution for centralized project Management.
- 5.2.20 The software must be able to Manage Project Costs. The Project Management Unit or Office can limit expenditures to specific projects using criteria such as expenditure category, employee or date range. Budgetary controls help further manage the project costs by processing transactions only if there are sufficient funds available in the project budget. Budgetary control balances are automatically updated as transactions are entered providing a real-time view of cost to date, outstanding commitments and available funds.
- 5.2.21 The software must be able to capitalize Assets Efficiently. The project Monitoring Agents whether technical or financial person can define capital assets and capture construction-in-process and expense costs for assets being built or acquired.
- 5.2.22 The software must be able to consolidate all project costs in a single global repository. For detailed cost data, one view and review reports on expenditure adjustments, expenditure batch status and expense reports.

5.3 Business Process Management Solution Hardware

5.3.1 Application Server Minimum Specifications:

- a. US or Japanese Rack Mount Server
- b. 1 x Quad-core, Intel Xeon E5620 @ 2.4GHz
- c. 16GB RAM
- d. 2 x 300GB 15k RPM SFF HDD
- e. SAS Controller
- f. Embedded 4-Gigabit Ethernet Adapters
- g. Redundant Power Supplies
- h. DVDROM Drive
- i. OS: Microsoft Windows Server 2008 R2 Standard Edition (64 bits)

5.3.2 Database Server Minimum Specifications:

- a. US or Japanese Rack Mount Server
- b. 1 x Quad-core, Intel Xeon E5620 @ 2.4GHz
- c. 16GB RAM
- d. 1 x 300GB 15k RPM SFF HDD
- e. 1 x 1TB 6G 7.2k SFF HDD
- f. SAS Controller
- g. Embedded 4-Gigabit Ethernet Adapters
- h. Redundant Power Supplies
- i. DVDROM Drive
- j. OS: Microsoft Windows Server 2008 R2 Standard Edition (64 bits)

5.3.3 Warranty of three (3) years and replacement of servers found defective within the said time period from the date of final acceptance of the equipment. The Service Provider should guarantee that all defective, faulty or inferior parts, materials or accessories of those similarly found not in accordance with the agreed specifications shall be replaced at no additional cost to DOTC.

5.3.4 The Service Provider shall also guarantee that service units shall be provided for defective server and server-related units pulled out for repair within the warranty period.

5.3.5 Barcode Scanner

- a. Lightweight and comfortable to hold
- b. Should work in any light condition

5.3.6 Barcode Printer

- a. Easy to use. Product should offer easy drop-in loading of label sticker and ribbon
- b. Compact and lightweight

5.3.7 Document Scanner

- a. Flatbed
- b. Supports Hi-Speed USB 2.0 Interface
- c. Supports Windows XP and later version of Windows OS for workstations

5.3.8 Warranties for Barcode Scanner, Barcode Printer, and Document Scanner, at least one (1) year.

5.4 **Project Monitoring Management Solution Hardware**

The existing Dell PE R900 Servers being used in the DOTC in processing the Suite of Financial Modules will be the same servers to be used in processing the Project Management System Solutions since Reportings will be interfaced with the financial modules. Instead, this will be upgraded to have an additional 32 GB of memory (to make it 40 GB – Total Memory) per server and at least an upgrade of 2TB internal storage usable capacity per server and 3TB external usable storage (sharing capacity).

5.5 The Service Provider shall provide a 3 years Warranty on Parts and Services needed to make the servers functioning 24/7 at all times. This should be bundled with On-Site Installation and Supports (within DOTC) and bundled with Microsoft Active Directory Training for 10 personnel. (Please refer to Annex A for Technical Specifications.)

6.0 SUPPLIER QUALIFICATIONS

- 6.1 Has deployed IT solutions for at least three (3) Offices both private and government offices in the Philippines consisting of:
- a. Design, development and deployment of web-based application systems
 - b. Systems integration/interfacing of existing system with new system
 - c. Delivery installation and testing of hardware, software tools and network systems
 - d. Database migration/conversion/build-up
 - e. Design, development and deployment of a solution involving interfacing of multiple government agencies/entities
 - f. Training for executives, managers, operating staff, and technical staff

This requirement shall be supported by a copy of the project contract and/or a letter from the concerned government agency/private office.

- 6.2 Must have proven capability to deploy these business management solutions because they have successfully implemented them in any government or private offices.
- 6.3 Must have competent full-time local staff that implement and support the project. A list of this personnel and their CVs shall be submitted.
- 6.4 Notarized Certification or affidavit that bidder has not defaulted on any similar IT contract with any Philippine Government or Private Agency.
- 6.5 Has been in business for at least five (5) years.
- 6.6 Additional Technical Qualifications for the Service Provider:
- 6.6.1 The Service Provider has software development capability in the area of:
- 6.6.1.1 custom-built application software
 - 6.6.1.2 customizing licensed software products (i.e. software packages, office customizations solutions and workflow systems, among others) using Open Standard Technologies).
- 6.7 In case of joint venture, the office name of the joint venture must be registered as “The Service Provider” upon purchase of the bid documents. The Official Name must be indicated in the payment slip for the purchase of the bid documents and in the Official Receipt issued by DOTC. Entities not duly registered with BAC upon purchase of the bid documents shall have no legal personality in the bidding process.

6.8 The Service Provider also has the option to specify an equal or a higher specification for any or all of the specified hardware upgrade or provision and software within the lifespan of projects, provided it is within the limits of the project cost.

6.9 Manpower Deployment

6.9.1 The Project Manager must have the following qualifications:

- a. At least five (5) years technical experience in the IT industry.
- b. Have undertaken project management responsibility over IT staff on project which involve the development, customization, implementation, operation and support of large scale nationwide IT systems, and
- c. Has worked as a Project Manager/Lead for an ISO certified company.

6.9.2 The Proponent's Project Team should be composed of at least ten (10) experts and specialists as shown in Annex B for the full six (6) months duration of the project. The Service Provider may opt to increase the number of staff based on the tasks complexity and project schedules.

6.9.3 The Proponent must submit the resumes of all the team members that will be deployed for this project and certify that they will be kept intact during the whole duration of the project unless a member is ineligible to continue working. Any changes in the project team composition should be duly approved by the DOTC.

7.0 PROJECT CONSTRAINTS

The following constraints or requirements shall be noted:

7.1 Adherence to Philippine and foreign information technology standards and local procurement rules and regulations.

7.2 The procurement of consultancy services will be based on local and foreign supported IT standards and components readily available in the Philippines over the viable IT life cycle, as well as respective government procurement guidelines and requirements in all aspects, more specifically the latest guidelines issued by the Department of Budget and Management (DBM), the Commission on Audit (COA), the National Computer Center (NCC); and the DTI Intellectual Property Office (DTI-IPO).

7.3 The Supplier shall be the primary consulting arm for the upgrade, systems analysis, design, reconfiguration and revision of the DOTC systems, and shall be the installer and tester of the systems.

- 7.4 The Supplier shall take into account the existing hardware, software and current network system in the Department, and adapt its installation and testing accordingly.
- 7.5 The working arrangement for the systems reconfiguration and revision will consist of the following:
- 7.5.1 The Supplier, in the conduct of the study, shall be assisted by the following:
- a. The Steering Committee will be organized and will be responsible for providing direction and guidance in the overall conduct of the study, integrating and resolving of overlapping or conflicting priorities that may arise during the project, and approving and implementing recommendations.
 - b. The Technical Working Committee will be organized also to serve as the DOTC counterpart team to the Supplier, responsible for monitoring the progress of the project, and validating and accepting the outputs of the project before elevation to the Steering Committee.
- 7.5.2 DOTC shall assist the Supplier in securing information or data from other government agencies, officials or third parties concerned as may be necessary in the performance of services.
- 7.5.3 DOTC shall provide the Supplier with adequate office space, facilities, and other items as may be necessary in the conduct of the project.
- 7.5.4 Deployment of manpower of the Supplier shall conform with the availability of the DOTC's in-house technical personnel from 8:00 AM - 5:00 PM, Mondays - Fridays.

8.0 TECHNICAL BID EVALUATION

- 8.1 The pass/fail method shall be adopted in evaluating the submitted bids.
- 8.2 The BAC and TWG will evaluate both the technical and financial proposals of the Service Providers based on the technical requirements of the project and the post evaluation by the TWG.
- 8.3 All Technical Proposal documentation must be signed by the prospective Service Provider's representative in every page. Erasures and/or alterations shall likewise be initialled accordingly.

9.0 PROJECT DURATION

This Project, the development of the DOTC Business Process Management and Project Management Systems must be completed and turned over to and accepted by the DOTC within or on the sixth (6th) calendar month , from the date of issuance of Notice to Proceed.

Part of the Service Provider's Project Proposal is an implementation strategy and schedule. This should specify the outputs to be submitted at the end of each project phase. Project milestones should include, but not necessarily limited to the following:

- 9.1 Presentation of the Systems Requirements Specifications (SRS) and Functional Specifications Documents (FSD) for all modules to be implemented;
- 9.2 Other Necessary Activities: training, knowledge transfer, turnover.

10.0 WARRANTY

Any error or fault in any of the services delivered (e.g. design, programming, integration, data conversion/migration error, etc.) shall be acted upon, resolved and/or replaced accordingly at no cost to DOTC.

Notwithstanding the provision of quality assurance, the Service Provider is required to provide a 12-month (after Final Acceptance) guarantee, complete, operable, uncompromised, and error free in accordance with set standards and performance criteria. In this regard, the Service Provider shall supply or make available to DOTC the necessary services to correct data entry/data validation error/faults, modify programs, develop a required interface, and other services within the conditions of the warranty.

11.0 TERMS OF DELIVERY

- 11.1 The winning Service Provider shall conduct a systems analysis, design, development of the new Project Management System, Business Process Management System (to include Portal, Document Management System and other frontline system to show case operational performance of DOTC Offices, projects, etc. with the use of Dashboard Technology); provide and conduct trainings, to the stakeholders and necessary system audience; and to conduct a user acceptance testing for all deployed systems prior to acceptance. It will also provide the necessary support needed for the service.

11.2 The work should be started within two (2) weeks upon receipt of Notice to Proceed. Billing shall be of the following schedule:

11.2.1 BPMS and PMMS Software and Services

- **60%** upon delivery, installation and acceptance of all Hardware and Licenses as stated in the TOR
- **30%** Progress Report Billings covering the following:
 - 20% upon delivery and acceptance of Inception Report
 - 30% upon delivery and acceptance of Business Design Reports, Technical Reports
 - 50% upon delivery and acceptance of the initial development and Readiness of User Acceptance (UAT) and acceptance and sign-off of the User Acceptance Testing(UAT)
- **10%** upon Go-Live and Turnover of All Project documentations, source codes and other pertinent assets.

Upon completion of the project, the winning bidder shall submit five (5) copies of the Completion Report and all final documentation of the project (such as source code, manuals, etc.). The authorized DOTC personnel shall sign a Certificate Acceptance as proof of the acceptability of the delivered goods and services for this project.

12.0 PROJECT COST

The total project cost is broken into:

	BPMS	PMMS	Total
Hardware	2,640,000.00	2,640,000.00	5,280,000.00
Software/Licenses	17,600,000.00	5,681,153.00	23,281,153.00
Solutions Delivery covering provisions of purchased software to deliver the requirements defined in the TOR	6,165,000.00	7,110,000.00	13,275,000.00
Total Project Cost (VAT exclusive)	26,405,000.00	15,431,153.00	41,836,153.00
Value Added Tax (VAT)	3,595,000.00	1,851,738.00	5,446,738.00
Total Project Cost (w/ VAT inclusive)	30,000,000.00	17,282,891.00	47,282,891.00

ANNEX A

TOTAL COST OF THE BPPMS (in Pesos)

	BPMS	VAT	PMMS	VAT	TOTAL	VAT	GRAND TOTAL
Hardware	2,640,000.00	360,000.00	2,640,000.00	316,800.00	5,280,000.00	676,800.00	5,956,800.00
Software / Licenses	17,600,000.00	2,400,000.00	5,681,153.00	681,738.00	23,281,153.00	3,081,738.00	26,362,891.00
Solutions Delivery covering provisions of purchased software to deliver the requirements defined in the TOR	6,165,000.00	835,000.00	7,110,000.00	853,200.00	13,275,000.00	1,688,200.00	14,963,200.00
Total	26,405,000.00	3,595,000.00	15,431,153.00	1,851,738.00	41,836,153.00	5,446,738.00	47,282,891.00
Total Project Cost (w/ VAT)		30,000,000.00		17,282,891.00			47,282,891.00

ANNEX B

COST OF MANPOWER RESOURCES (in Pesos)

RESOURCE	RATE/MAN-MONTH	MAN-MONTHS		RATE	
		BPMS	PPMS	BPMS	PPMS
Consultant 1*	300,000.00	4.35	4.50	2,800,000.00	1,350,000.00
Consultant 2*	400,000.00	-	6.00	-	2,400,000.00
Database Administrator	340,000.00	2.00	2.00	680,000.00	680,000.00
Report Developer	340,000.00	4.00	4.00	1,360,000.00	1,360,000.00
Project Manager	440,000.00	3.00	3.00	1,320,000.00	1,320,000.00
Total - non VAT				6,160,000.00	7,110,000.00
Total - with VAT				7,000,000.00	7,963,200.00

* two (2) consultants with VAT

Section VII. Technical Specifications

ITEMS AND SPECIFICATIONS

SPECIFICATIONS	Bidder's Statement of Compliance	Bidder's Actual Offer
<p>1. Business Process Management Solution (BPMS) - Hardware</p> <p>1.1 One (1) Application Server. Minimum Specifications:</p> <ul style="list-style-type: none"> a. US or Japanese Rack Mount Server b. 1 x Quad-core, Intel Xeon E5620 @ 2.4GHz c. 16GB RAM d. 2 x 300GB 15k RPM SFF HDD e. SAS Controller f. Embedded 4-Gigabit Ethernet Adapters g. Redundant Power Supplies h. DVDROM Drive i. OS: Microsoft Windows Server 2008 R2 Standard Edition (64 bits) <p>1.2 One (1) Database Server. Minimum Specifications:</p> <ul style="list-style-type: none"> a. US or Japanese Rack Mount Server b. 1 x Quad-core, Intel Xeon E5620 @ 2.4GHz c. 16GB RAM d. 1 x 300GB 15k RPM SFF HDD e. 1 x 1TB 6G 7.2k SFF HDD f. SAS Controller g. Embedded 4-Gigabit Ethernet Adapters h. Redundant Power Supplies i. DVDROM Drive j. OS: Microsoft Windows Server 2008 R2 Standard Edition (64 bits) <p>1.3 Warranty of three (3) years and replacement of servers found defective within the said time period from the date of final acceptance of the equipment. The Service Provider should guarantee that all defective, faulty of inferior parts, materials or accessories of those similarly found not in accordance with the agreed specifications shall be replaced at no additional cost to DOTC.</p> <p>1.4 The Service Provider shall also guarantee that service units shall be provided for defective server and server-related units pulled out for repair within the warranty period.</p>		

<p>1.5 Barcode Scanner (20 units)</p> <ul style="list-style-type: none"> a. Lightweight and comfortable to hold b. Should work in any light condition <p>1.6 Barcode Printer (20 units)</p> <ul style="list-style-type: none"> a. Easy to use. Product should offer easy drop-in loading of label sticker and ribbon b. Compact and lightweight <p>1.7 Document Scanner (20 units)</p> <ul style="list-style-type: none"> a. Flatbed b. Supports Hi-Speed USB 2.0 Interface c. Supports Windows XP and later version of Windows OS for workstations <p>1.8 Warranties for Barcode Scanner, Barcode Printer, and Document Scanner, at least one (1) year.</p>		
<p>2. Business Process Management Solution (BPMS) - Software/Licenses and Solutions Delivery covering provisions of purchased software to deliver the requirements defined in the TOR</p> <p>2.1 BPMS software shall be customizable-off-the-shelf (COTS). It shall contain pre-built components such as process engine, business analytics, content management, collaboration tools, workflow/form designers, administration console, dashboard, reports, integration/middleware modules, collaboration, and other off-the-shelf features</p> <p>2.2 The BPMS shall be able to accommodate at least 250 named users and 25 concurrent users.</p> <p>2.3 BPMS software shall have the capability to seamlessly integrate with existing DOTC Information Systems specifically, Oracle eBusiness Suite R12</p> <p>2.4 Must support BPM lifecycle composed of design, modelling, execution, monitoring, and optimization.</p> <p>2.5 Must have Drag and Drop control and configuration or Process/workflow wizards/form creators. No coding required to control and configure.</p> <p>2.6 The Software should allow process flow design in a visual Process editor, and forms design in a graphical forms designer.</p>		

<p>2.7 The Software must support distributed development teams. For example, workflow designers from each business units can develop the processes independently, and deploy into shared centralized repository.</p> <p>2.8 The Software should allow the workflow designer to import values from an external list using Microsoft Excel, CSV file, SharePoint List format, etc. into drop down lists. Drop down lists should have the ability to display filtered list based on value in another field. For example, list of States (import from excel) is filtered by the selected country in another drop down field).</p> <p>2.9 The Software must support reusability of processes or sub-processes developed by export of implemented processes, and import the exported process to minimize creating processes from scratch.</p> <p>2.10 The Software must allow some form of programming to be used for more complex requirements. For example, JavaScript within user interface for form verifications and actions.</p> <p>2.11 The Software must have out-of-the-box validation functions, for example, defining a mandatory field within a form.</p> <p>2.12 The Software must allow creation of workflows that supports dynamic role assignment, where the assigned team for a task can be dependent on the process criteria. For example, the team assigned is based on the request type.</p> <p>2.13 The Software must include a scheduler to automatically trigger processes.</p> <p>2.14 The Software must allow the calculation of total duration for the whole process execution, and break down to how long each process step takes to complete.</p> <p>2.15 The Software must include escalation mechanism. For example, if task is overdue, automatically notify manager via email.</p> <p>2.16 The Software should have a rule engine that can support configuration of parameter as criteria to the process. For example, when the request priority is “High”, email notification is sent and a report is generated.</p> <p>2.17 The Software should support calendaring that distinguishes work days, and public holidays for corporate functions, and concurrently different calendaring (for example, 24 x 7) for operational functions.</p> <p>2.18 The Software must allow the workflow designer to deploy a</p>		
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<p>process to multiple environments.</p> <p>2.19 The Software should support bulk data import into the process. For example, there are 10 requests to be raised. User can prepare a spreadsheet with 10 rows of data in a pre-defined template and import the data into the process.</p> <p>2.20 The Software should support AD authentication, and synchronization of user list and profiles between Software and Active Directory setup.</p> <p>2.21 The Software should support SMS notification to be triggered in any part of the process flow. For example, when the request priority is “High”, SMS notification is sent to the Approver.</p> <p>2.22 The Software should be deployable in a virtual environment, such as VMWare.</p> <p>2.23 The Software shall be proven in design and operation and shall be available 24 hours a day, except during the time when the Software is shut down for Software maintenance. The Vendor shall specify the shutdown time required for Software maintenance but the shutdown time shall not exceed 1 hour.</p> <p>2.24 DOTC requires a 12 month warranty on the software application deliverable for this project. The Service Provider shall, in case of malfunction, give full and free service guarantee to DOTC to restore all the servers to operational condition for a period of at least 6 months from the date of acceptance.</p>		
<p>3. Project Monitoring Management Solution (PMMS) - Hardware</p> <p>3.1 The existing Dell PE R900 Servers being used in the DOTC in processing the Suite of Financial Modules will be the same servers to be used in processing the Project Management System Solutions since Reportings will be interfaced with the financial modules. Instead, this will be upgraded to have an additional 32 GB of memory (to make it 40 GB – Total Memory) per server and at least an upgrade of 2TB internal storage usable capacity per server and 3TB external usable storage (sharing capacity).</p> <p>3.2 The Service Provider shall provide a 3 years Warranty on Parts and Services needed to make the servers functioning 24/7 at all times. This should be bundled with On-Site Installation and Supports (within DOTC) and bundled with Microsoft Active Directory Training for 10 personnel. (Please refer to Annex A for Technical Specifications.)</p>		
<p>4. Project Monitoring Management Solution (PMMS) - Software/License and Solutions Delivery covering provisions of</p>		

purchased software to deliver the requirements defined in the TOR

- 4.1 The Software must enable Project Initiation and Planning. From setup to closure, the software must enable users to have access to tools to view the health of the projects, gather information quickly, and create workplan.
- 4.2 The software should have simplified Project Setup. It should have project templates to simplify project setup and enforce organizational best practices and standards. The project templates should have the information required to manage the project lifecycle. The data ranges from project classifications, project members, and the work breakdown structure (WBS) to financial aspects such as burden schedules, billing schedules and budgeting and forecasting structure.
- 4.3 The software must be able to manage multiple projects. It should support a multilevel hierarchy of projects linked into a program. Project managers will be able to view aggregated information at the program-level and can drill down to the child projects.
- 4.4 The software must be able to manage the information required for any project. It must enable Project Managers to drill down to access detailed information for their projects, and is equipped with a configurable dashboard that provide access to commonly used functions, and displays key project information comprising of the Key Performance Indicators (KPIs), earned value graphs, effort and financial information on cost, revenue and profitability.
- 4.5 The software must have an Intuitive Project Management. It allows project managers to plan project work as an unlimited breakdown structure of tasks with as much details needed. The project template should allow creation of workplan from scratch and integrating with a scheduling tool. The software must be able to track the project's planned effort and work units, milestones and phases, schedule and critical path information. The software must e able to capture task schedule and baseline dates as well as dependencies (finish-to-start, start-to-start, finish-to-finish, and start-to-finish) within and across projects.
- 4.6 The software must be able to manage Workplan Versions. It should be able to capture and manage changes to a workplan and compare to prior versions to identify trends such as schedule slippage. It would be able to hold multiple iterations of a current plan to test different planning scenarios, and then route the finalized workplan through a business approval process.

<p>4.7 The software must deliver Efficient Deliverables Management. Schedule and track deliverables for a project, defining the actions required to meet each deliverables and any associated documentation.</p> <p>4.8 The software should be able to handle effortless budget and forecast definition. Track multiple types of financial plans such as budgets, forecasts, and estimates at any level of the financial structure, the costs being derived from actual or planning rates automatically extended across the financial period.</p> <p>4.9 The software must enable Synchronized Project Execution by providing the platform to collaboratively manage document updates and progress collection across the team member of the project.</p> <p>4.10 The software must have a Centralized Document Repository. With the use of a simple Web Interface, one can manage and access a centralized repository of documents and provide access to all project members within the context of the project.</p> <p>4.11 The software must have a Flexible Progress Management. It is capable of reducing the administrative effort needed to record accomplishment allowing decentralized progress collection and roll up. The person monitoring a particular project can report information such as actual effort and cost, estimate-to-complete effort and cost, estimated and actual completion dates and physical percent complete. Alternatively, the project manager can centralize the process enabling progress collections for all tasks.</p> <p>4.12 The software must effectively manage issues and changes. Project Managers and team members can quickly and easily create and manage issues and changes. Workflow ensures tracking and progressing from initial capture through the review and approval process to closure and, in the case of change orders, controlled implementation of impacts.</p> <p>4.13 The software must be able to manage project performance and make Better Decisions in Real Time. Project managers will have easy access and visibility into actual cost, revenue, and invoicing information.</p> <p>4.14 The software must tackle Performance Exception Reporting. The monitorer or project manager can view a summary of problems and issues on a project through visual status indicators including, critical, at risk and on track that denote exceptions and understand the root cause of problems and issues.</p> <p>4.15 The software must be able to create a single, up-to-date view of</p>		
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<p>the project costs by streamlining the collection of raw costs from multiple enterprise application, seamlessly applying overhead costs and creating accurate and timely accounting entries for the finance department.</p> <p>4.16 The software must be able to load Project Costs from subledger applications. It must be able to integrate other applications. It can aggregate project expenditures as transactions are processed through standard business flows. It must be able to capture data from a legacy or third party systems.</p> <p>4.17 The software must be able to capture costs in a timely manner with Self-Service Tools. Hence, project monitoring team will be able to submit project-related expense reports using a standard Web browser. Hence, they can also record entries of projects away from the office using spreadsheet templates and then submit them when they are back online.</p> <p>4.18 The software will allow handling of Transactions in Any Currency.</p> <p>4.19 The software must be able to Streamline Resource Sharing Administration thereby providing a solution for centralized project Management.</p> <p>4.20 The software must be able to Manage Project Costs. The Project Management Unit or Office can limit expenditures to specific projects using criteria such as expenditure category, employee or date range. Budgetary controls help further manage the project costs by processing transactions only if there are sufficient funds available in the project budget. Budgetary control balances are automatically updated as transactions are entered providing a real-time view of cost to date, outstanding commitments and available funds.</p> <p>4.21 The software must be able to capitalize Asses Efficiently. The project Monitoring Agents whether technical of financial person can define capital assets and capture construction-in-process and expense costs for assets being built or acquired.</p> <p>4.22 The software must be able to consolidate all project costs in a single global repository. For detailed cost data, one view and review reports on expenditure adjustments, expenditure batch status and expense reports.</p>		
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Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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

6. Select one, delete the rest:

SUBSCRIBED AND SWORN to before me in this City/Municipality of _____ (indicate also the Province in the case of the Municipality) _____ this _____ day of _____ (month & year) _____ by _____ (name of affiant) _____, who has satisfactorily proven to me his identity through his _____ (ID name and number) _____ valid until _____ (expiry date) _____, that he is the same person who personally signed before me the foregoing Affiant and acknowledged that he executed the same.

(Notary Public)

Until No. _____
PTR No. _____
Date _____
Place _____
TIN _____
IBP _____

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

Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photographic and signature of the individual, such as but not limited to , passport, driver’s license, Professionals Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certification of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary’s Certificate referring to the said Board Resolution designating the bidder’s authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

Bid Form

Date: _____
Public Bidding No.: _____

The BAC Chairperson
Department of Transportation and Communications
15th Floor, The Columbia Tower, Ortigas Avenue
Mandaluyong City

Madam/Sir:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:¹

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

¹ Applicable only if the Funding Source is the ADB, JICA or WB.

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 or any Bid you may receive.

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

Dated this _____ day of _____ 20_____.

*[Signature Over Printed Name of
Authorized Representative]*

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Statement of Completed Contracts

This is to certify that _____ (company) _____ has the following completed contracts for the period CY 2007-2011.

Name of Contract	Date of the Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery	End-User’s Acceptance	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) Cut-Off date as of:
 - (i) the day before the deadline of submission and receipt of bids.
- b) Subject completed contract:
 - (i) If there are more than ten (10) completed contracts for the period i.e. 2007-2011, state at least 10 completed contracts for said period. Contracts that are similar to the project being bid in terms of nature and amount shall be prioritized in inclusion in the list.
 - (ii) If there are 10 or less completed contracts for the period i.e. 2007-2011, state all completed contracts for said period (government and private contracts which may be similar or not similar to the project called for bidding).
- c) Single Largest Contracts to be submitted must be a part of the list.
- d) In the column for “End-user’s Acceptance, indicate the date of Acceptance or Official Receipt/Acceptance Certificate

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Name of Contract	Date of the Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - (i) the day before the deadline of submission and receipt of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Contract Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

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

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 20____ at _____ City, Philippines by and among: _____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with officer address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, hereinafter referred to as "_____";

Henceforth collectively referred to as the "Parties"

WITNESSETH: That

WHEREAS, the Department of Transportation and Communications (DOTC) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement _____ of the Department of Transportation and Communications;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows.

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “ _____ ”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the DOTC and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to DOTC as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DOTC-Bids and Awards Committee for the supply and delivery of _____ for the _____;

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to DOTC, as such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the DOTC, and all other related activities/obligations, as described in Article II

hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____(Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	<u>P</u>	<u>.00</u>
TOTAL	=	P	.00

Additional contribution to the Joint Venture shall be made as may be required for contract implementation. In addition, _____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec. 1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the DOTC in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law – This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality) _____, this _____ day of _____ (month & year) _____ personally appeared the following

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

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

(Notary Public)

Until	_____
PTR No.	_____
Date	_____
Place	_____
TIN	_____
IBP	_____

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

Note:

The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II of the 204 Rules on Notarial Practice. “Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s boo, alien certificate or registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

(SAMPLE FORM)

CREDIT LINE CERTIFICATE

**Department of Transportation and Communications
BIDS AND AWARDS COMMITTEE (BAC)
15th Floor, The Columbia Tower, Ortigas Avenue
Mandaluyong City**

CONTRACT/PROJECT : _____

COMPANY/ FIRM : _____
ADDRESS : _____

BANK/FINANCING INSTITUTION : _____
ADDRESS : _____

AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the Supplier/Distributor/Manufacturer/Contractor a credit line, if awarded the abovementioned contract, which shall be available within fifteen (15) calendar days after receipt by the latter of the Notice of Award. The credit line in the amount specified above shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

This certification is being issued in favor of said Supplier/Distributor/Manufacturer/Contractor in connection with the bidding requirement of Department of Transportation and Communications for the above-mentioned Contract.

Name and Signature of Authorized
Financing Institution Officer : _____
Official Designation : _____

Concurred By:

Name & Signature of <Supplier/Distributor/Manufacturer/Contractors>'s
Authorized Representative : _____
Official Designation : _____

Form of Bid Security (Bank Guarantee)

WHEREAS, _____ (*Name of Bidder*) (hereunder called "the Bidder") has submitted his bid dated _____ (*Date*) for the _____ (*Name of Contract*) (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ (*Name of Bank*) of _____ (*Name of Country*) having our registered office at _____ (hereinafter called "the Bank") and truly to be made to the Department of Transportation and Communications the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2011.

THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the instructions to Bidder; or
- 3) If the Bidder having been notified of the acceptance of his bid by the DOTC during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instruction to Bidders if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instruction to Bidders;
- 4) If the bidder commits any of the following grounds:
 - a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
 - (ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2; or
 - b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with ITB Clause 32;
 - (ii) fails to furnish performance security in accordance with ITB Clause 33; or

- c) Submission of eligibility requirements containing false information or falsified documents;
- d) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- e) Allowing the use of one's name, or using the name of another for purposes of public bidding;
- f) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.
- g) Refusal or failure to post the required performance security within the prescribed time;
- h) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- i) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor;
- j) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful;
- k) Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under ITB Clause 29.2 in relation to BDS Clause 29.2 or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award;
- l) Failure of the Bidder to submit the requirements or prototype sample/s within the period provided for under Section VI. Schedule of Requirements and Submission of Samples, if applicable;
- m) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

We undertake to pay to the DOTC up to the above amount upon receipt of his first written demand, without the DOTC having to substantiate his demand, provided that in his demand the DOTC will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four (4) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as the DOTC may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____
SIGNATURE OF THE BANK _____
SEAL _____

WITNESS : _____
(Name of Signature)

(Address)

SUPPLIER'S LETTERHEAD

Date

Undersecretary Jose Perpetuo M. Lotilla
Chairman
Department of Transportation and Communications
Bids and Awards Committee (BAC)
The Columbia Tower, Ortigas Avenue,
Mandaluyong City

Dear Sir/Madam:

This has reference to Public Bidding No. _____ for _____ (Name of Project) ..

(Name of Company) _____ respectfully requests for the following:

- () Withdraw of Bid Submission
- () Refund of Bid Security
(Attached is a photocopy of the DOTC Official Receipt)
- () Cancellation of Credit Line Certificate

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Form of Performance Security (Bank Guarantee)

To: Department of Transportation and Communications
The Columbia Tower, Ortigas Avenue,
Mandaluyong City

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order No. _____ dated _____ to execute _____ (*Name of Supplier and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of _____(Amount of Guarantee)_____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____(Amount of Guarantee)_____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessary of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we have waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE
GUARANTOR

NAME OF BANK

ADDRESS

DATE

