

PHILIPPINE BIDDING DOCUMENTS



Procurement of Information Technology Service Management (ITSM) System for the Insurance Commission

Government of the
Republic of the Philippines
Insurance Commission

**Project Reference Number:
2025 – 01 – 019**

Sixth Edition

25 January 2025

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



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



INVITATION TO BID

PROCUREMENT OF INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SYSTEM FOR THE INSURANCE COMMISSION (PROJECT REFERENCE No. 2025 – 01 – 019)

1. The **Insurance Commission**, through the **Government of the Philippines (GOP)** under **2025 Special Account in the General Fund (SAGF) 151**, intends to apply the sum of **Seven Million One Hundred Ninety Thousand Pesos (Php7,190,000.00), inclusive of 12% VAT**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Information Technology Service Management (ITSM) System for the Insurance Commission** with **Project Reference No. 2025-01-019**. Bids received more than the ABC and late bids shall be automatically rejected at bid opening.
2. The Insurance Commission (IC), through its Bids and Awards Committee, now invites bids for the **Procurement of Information Technology Service Management (ITSM) System for the Insurance Commission**. Delivery of the Goods is required as indicated in the **Bid Data Sheet**. Bidders should have completed, **within five (5) years from the date of submission and receipt of bids, a contract similar to the Project**. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act." Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Prospective Bidders may obtain further information from the IC-BAC Secretariat at Telephone No. (02) 8523-8461 local 107 or through email (bacsec@insurance.gov.ph) and inspect the Bidding Documents at the address given below from **9:00 A.M. to 4:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **25 January 2025** from the given address and the IC website (<https://www.insurance.gov.ph/public-bidding/>) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (Php10,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

Moreover, starting **25 January 2025**, the Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), and the IC website (<https://www.insurance.gov.ph/public-bidding/>) provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The Insurance Commission will conduct a **Pre-Bid Conference** on **03 February 2025, at 1:30 P.M.** This conference will take place **online** via **Zoom Videoconferencing**, per Section 22.3 of revised IRR of RA 9184. Prospective bidders are welcome to attend.

Interested bidders should email their request to participate in the Pre-Bid Conference, including the company name, full name, designation, and email addresses of the company representatives, to bacsec@insurance.gov.ph. Each company may send up to **two (2) representatives** and must specify their preferred mode of attendance (onsite or online).

7. Bids must be duly received by the BAC Secretariat manual submission at the office address indicated below on or before **17 February 2025, 01:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **17 February 2025, 01:30 P.M.** at the **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the given address. Late bids shall not be accepted.

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

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

12. For further information, please refer to:

MR. ARTURO S. TRINIDAD II

BAC Chairperson

Insurance Commission

1071 United Nations Avenue, Ermita, Manila

8523-8461 local 107

Email address: bacsec@insurance.gov.ph

You may visit the following websites:

For downloading Bidding Documents:

<https://www.insurance.gov.ph/public-bidding>

**- ORIGINAL SIGNED –
ARTURO S. TRINIDAD II
BAC Chairperson**

24 January 2025

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **INSURANCE COMMISSION**, wishes to receive Bids for the **Procurement of Information Technology Service Management (ITSM) System for the Insurance Commission**, with identification number **Project Reference No. 2025-01-019**.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below **2025 Special Account in the General Fund (SAGF) 151** in the amount of **Seven Million One Hundred Ninety Thousand Pesos (Php7,190,000.00)**, inclusive of 12% VAT.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- a. When a Treaty or International or Executive Agreement, as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allows foreign bidders to participate;
 - b. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

- 7.2. Subcontracting any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

14. Bid Security

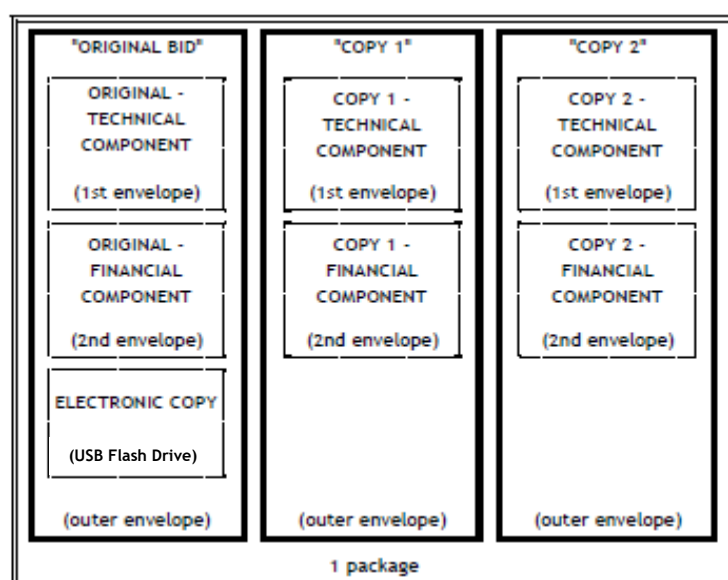
- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **17 June 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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



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

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

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

Each sealed Bid shall be labeled as follows:

<HEADER/LABEL>

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

NAME OF PROJECT: Project Name

PROJECT REFERENCE NO.: Project Reference Number

DATE AND TIME OF BID OPENING: Date and Time

BIDDER'S NAME: Company Name

BIDDER'S ADDRESS: Company Address

DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING

<HEADER/LABEL> shall be:

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The Bidder must have completed a single contract that is similar to this Project: Information Technology Service Management (ITSM) System equivalent to at least fifty percent (50%) of the ABC.</p> <p>b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Subcontracting is not allowed								
12	The price of the Goods shall be quoted Delivery Duty Paid (DDP) to <i>1071 United Nations, Ermita Manila, Philippines</i> , or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <table><tr><th>Approved Budget for the Contract (P)</th><th>Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)</th><th>Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)</th><th>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th></tr><tr><td>7,190,000.00</td><td>143,800.00</td><td>359,500.00</td><td>No required Amount</td></tr></table> <p>1. The amount of not less than <u>One Hundred Forty Three Thousand Eight Hundred Pesos (Php143,800.00)</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit; or</p> <p>2. The amount of not less than <u>Three Hundred Fifty Nine Thousand Five Hundred Pesos (Php359,500.00)</u>, if bid security is in Surety Bond;</p> <p>If the Bid Security is in the form of a cashier's/manager's check, the payee shall be "INSURANCE COMMISSION."</p>	Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	7,190,000.00	143,800.00	359,500.00	No required Amount
Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)						
7,190,000.00	143,800.00	359,500.00	No required Amount						
15	Additional instructions were stated in ITB Number 15 (Sealing and Markings of Bid).								

19.3	The Project will be awarded in One (1) Lot:				
	Lot No.	Quantity		Item/Description	Approved Budget for the Contract
	1	1	lot	Procurement of Information Technology (IT) Service Management System	P7,190,000.00

20.2	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall present original copy and submit a certified true copy of the following for post qualification:</p> <p>1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following:</p> <p> a. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR</p> <p> b. At least two (2) similar contracts:</p> <p> i. the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC; AND</p> <p> ii. the largest of these similar contracts must be equivalent to at least twenty-five percent of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).</p> <p>2. The corresponding proof/s of completion, could either be:</p> <p> a. Certificate/s of Final Acceptance/Completion from the bidder's client/s; OR</p> <p> b. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s.</p> <p>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following:</p> <p> a. Latest Annual Income Tax Return with proof of payment; AND</p> <p> b. Latest Income Tax Returns per Revenue Regulations 3-2005; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months);</p> <p>4. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;</p> <p>5. Valid and current Business/Mayor's Permit issued to bidder by the city or municipality where the principal place of business of the</p>
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	<p>bidder is located or the equivalent document for Exclusive Economic Zones or Areas;</p> <p>6. Valid and current Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</p> <p>7. Certification from the manufacturer or distributor (provide official certificate of distributorship) that they are certified reseller or partner of the proposed software and managed services;</p> <p>8. Certification to provide Technical/Software Service Support from the manufacturer or distributor (provide official certificate of distributorship); AND</p> <p>9. Brochures/Manuals</p> <p><i>(In case of a Joint Venture between local companies, both partners must present/submit above item. In case of a foreign partner, must present/submit a Corporate Financial Statement or Annual Report)</i></p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</i></p>
21.2	No further instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p data-bbox="368 360 639 394">The Project Site is:</p> <p data-bbox="368 434 780 539">INSURANCE COMMISSION 1071 United Nations Avenue Ermita, Manila</p> <p data-bbox="368 580 772 613">Delivery and Documents –</p> <p data-bbox="368 654 1391 835">For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p data-bbox="368 875 1391 1019">The delivery terms applicable to this Contract are delivered to Insurance Commission, 1071 United Nations Avenue, Ermita, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p data-bbox="368 1059 1391 1131">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="368 1171 1391 1276">For purposes of this Clause, the Procuring Entity's Representatives at the Project Site are JUAN CARLO R. FLORENCIO AND JOEL LORENZO L. MALING of the Information Technology Division.</p> <p data-bbox="368 1317 687 1350">Incidental Services –</p> <p data-bbox="368 1391 1391 1496">The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol data-bbox="440 1503 1391 1973" style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<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>Spare Parts –</p> <p>The Supplier is required to provide all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available</p>

	<p>but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers' risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof.</p>
2.2	Payment shall be made in accordance with Section VII. Technical Specifications and upon completion of the contract and submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.
4	<p>The inspections and tests that will be conducted are:</p> <p>(a) Inspection conducted by the Internal Control Unit of the Procuring Entity;</p> <p>(b) IT Personnel of the Insurance Commission</p>

Section VI. Schedule of Requirements

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

The delivery schedule shall be as indicated below:

ITEM	IT EQUIPMENT	Qty	U/M	Delivered, Weeks/Months
1	Procurement of Information Technology Service Management (ITSM) System for the Insurance Commission	1	lot	<i>Within Thirty (30) Calendar Days from the receipt of the Notice to Proceed</i>

1. Service Level Agreement/Warranty Certificate

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

2. Acceptance

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

3. Liquidated Damages

- Liquidated Damages will be imposed if the delivery of the required documents and/or any deliverables will not be accomplished by the winning bidder after thirty (30) days upon receipt of the Notice to Proceed.
- The applicable rate for the liquidated damages is one tenth (1/10) of one (1) percent of the total bid price of the winning bidder for every day of delay for the Software and for every hour of delay for the helpdesk support services.

4. Payment Terms

- Payment for the license of the IT Service Management System will be made in full upon complete installation and loading of license.
- Monthly payment will be made for the provision of helpdesk support services by two (2) personnel upon submission of the following:
 - Detailed monthly report summarizing activities, tasks completed, and issues resolved.
 - Timesheets or attendance logs for helpdesk personnel.
 - Service performance metrics, including compliance with agreed SLAs (Service Level Agreements).
 - Submission of the required documentation.

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

Name of Company

Address

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

Telephone/Fax Number

Section VII. Technical Specifications

DETAILED TECHNICAL SPECIFICATIONS
Information Technology (IT) Service Management System

1. Project Title

Procurement of Information Technology (IT) Service Management System for the Insurance Commission

2. Objective

The objective of this procurement is to renew the subscription to a comprehensive network user activity monitoring software to ensure seamless monitoring and management of the organization's IT environment. This solution will facilitate proactive network monitoring and fault detection, provide detailed hardware and software inventory audits, enable effective user activity tracking, enhance technical support capabilities through IT Helpdesk System, safeguard against data leakage, and promote efficient time management. The renewal aims to strengthen IT operations, support compliance, and optimize resource utilization. Additionally, the procurement will include a manpower complement to provide IT support and basic troubleshooting, ensuring efficient and continuous operations.

3. Project Approved Budget for the Contract (ABC)

Seven Million One Hundred Ninety Thousand Pesos (Php7,190,000.00) inclusive of VAT and other Related Charges. The funding source is under Maintenance and Other Operating Expenses (MOOE).

4. Project Components

- 4.1. Network and User Activity Monitoring Software – 500 Licenses
- 4.2. Helpdesk Technical Support – 2 Technical Support Compliment

5. Project Duration

One (1) Year

6. General Specifications

6.1. Network and User Monitoring System

6.1.1. Network Monitoring

- 6.1.1.1. Network scanning, detection of devices and TCP/IP services
- 6.1.1.2. Interactive network maps, user/branch maps, smart maps
- 6.1.1.3. TCP/IP services: response time and correctness, statistics of packets received/lost (PING, SMB, HTTP, POP3, SNMP, IMAP, SQL, etc.)

- 6.1.1.4. WMI counters: CPU load, memory usage, disk usage, network transfer, etc.
 - 6.1.1.5. Windows performance: service status change (start, stop, restart), event log entries
 - 6.1.1.6. SNMP v1 / 2/3 counters (e.g. network transfer, temperature, humidity, supply voltage, toner level, and more)
 - 6.1.1.7. Support for SNMP traps
 - 6.1.1.8. Routers and Switches: port mapping; information to which switch a device is connected to
 - 6.1.1.9. Support for Syslog messages
 - 6.1.1.10. Notification (desktop, e-mail, SMS) and corrective actions (starting the program, restarting the computer, etc.)
 - 6.1.1.11. Monitoring the list of Windows services
 - 6.1.1.12. Support for AES, DES, and 3DES encryption for the SNMPv3 protocol
- 6.1.2. IT Asset Management
- 6.1.2.1. Signing a document to multiple assets at the same time
 - 6.1.2.2. Software Asset Management - an extensive application and license management system, identification of license usage
 - 6.1.2.3. Billing of any type of license, including cloud license modeling
 - 6.1.2.4. License billing by user, device, serial number, or based on the installed application version
 - 6.1.2.5. Inventory audit of assets with the possibility of archiving them
 - 6.1.2.6. Review of licenses assigned to a user operating on multiple devices
 - 6.1.2.7. Remote access to the file manager with the possibility of deleting user files
 - 6.1.2.8. Information about hardware configuration and registry entries, files, and .zip archives on the workstation
 - 6.1.2.9. Management of software installations/ deinstallations based on the MSI package manager
 - 6.1.2.10. Notification on software installation, hardware changes
- 6.1.3. Data Security and User Management
- 6.1.3.1. Full user management based on security groups and policies
 - 6.1.3.2. Assigning activity, permissions, and access data to the user, regardless of the workstation on which they work
 - 6.1.3.3. Distinguishing on which device a given activity has been performed
 - 6.1.3.4. Managing the rules of applications and website blocking (creating, grouping, duplicating between groups of users)
 - 6.1.3.5. Full integration with Active Directory
 - 6.1.3.6. Applications used (active and inactive)
 - 6.1.3.7. Visited websites tracking: titles, addresses, visits, and length
 - 6.1.3.8. Print audits (printer, user, computer), printing costs
 - 6.1.3.9. Bandwidth usage: user-generated network traffic

- 6.1.3.10. A remote static view of the user's desktop (without access)
 - 6.1.3.11. Screenshots (user work history, screen by screen)
 - 6.1.3.12. Monitoring of e-mail messages (headers) - anti-phishing
 - 6.1.3.13. Detailed working time (activity start and end time, and breaks)
 - 6.1.3.14. Blocking processes from running based on the location of .EXE
- 6.1.4. Ticketing System and Remote Support
- 6.1.4.1. Creating and managing tickets
 - 6.1.4.2. Creating ticket approval flows and assigning them to certain categories
 - 6.1.4.3. Comments, screenshots, and attachments in the tickets
 - 6.1.4.4. Managing the visibility of individual tickets; defining rules for who can view them
 - 6.1.4.5. Setting up custom fields linked to the selected ticket category
 - 6.1.4.6. Software repository - the possibility to create a list of secure applications for self-installation by the user
 - 6.1.4.7. A ticket database with an extensive search engine
 - 6.1.4.8. A knowledge base with article categorization and the possibility of inserting graphics and YouTube videos
 - 6.1.4.9. Internal communicator (chat) with the possibility of assigning permissions, transferring files, and creating group chats
 - 6.1.4.10. Notifications sent to users/computers with available/mandatory announcement views
 - 6.1.4.11. Remote access to devices with possible mouse/keyboard blocking
 - 6.1.4.12. File distribution tasks and file launch (remote software installation)
 - 6.1.4.13. Processing tickets from e-mail messages
 - 6.1.4.14. Integration of the user database with Active Directory
 - 6.1.4.15. Managing local Windows user accounts
 - 6.1.4.16. Remote registry editing on computers with Agent Installed
- 6.1.5. Data Protection and Security Tools Management
- 6.1.5.1. Automatically setting a user a default monitoring and security policy
 - 6.1.5.2. List of all devices connected to computers on the network
 - 6.1.5.3. Audit (history) of connections and operations on portable devices and network share discs
 - 6.1.5.4. Audit of file operations in local directories
 - 6.1.5.5. Managing access rights (read, write, execute) for devices, computers, and users
 - 6.1.5.6. Integration with Windows Defender: management of embedded antivirus software settings with the option to alert about any issues detected and scan results
 - 6.1.5.7. Integration with Windows Firewall: enabling and disabling the firewall for selected types of connections, creating traffic rules, reading the firewall status on workstations

- 6.1.5.8. Central configuration: setting rules for the entire network, for selected network maps, and groups, and users of Active Directory
- 6.1.5.9. Integration with Windows Bitlocker: reading the TPM module status and volume encryption
- 6.1.5.10. Notifications on device has been connected/ disconnected, operation on files on a mobile device
- 6.1.5.11. Alarms about connected external devices (without the “trusted carrier” attribute)
- 6.1.6. Time Management and User Activity Statistics
 - 6.1.6.1. Insight into your activity statistics on a selected day
 - 6.1.6.2. Verification of working time spent in front of and away from the computer
 - 6.1.6.3. A list of the most popular websites and applications, with the number of minutes spent on them
 - 6.1.6.4. Indicator of the time devoted to productive, non-productive, and neutral work
 - 6.1.6.5. View of all applications used by the user in a selected period
 - 6.1.6.6. Independent assignation of statuses to activities: productive, non-productive, neutral
 - 6.1.6.7. A list of users’ contacts with a built-in search engine
 - 6.1.6.8. Defining the productivity threshold and the unproductivity limit
 - 6.1.6.9. Notifications on exceeding the unproductivity limit or not achieving the required threshold
 - 6.1.6.10. Private time - the ability to turn off the activity analysis function while using a company computer for private purposes

6.2. Helpdesk Technical Support

To further enhance and provide optimal IT services to Insurance Commission Information Technology Division, with its direct and overall supervision, IC will require the support of a two (2) full time Helpdesk Technical Engineer. The onsite personnel shall perform the following functions:

- 6.2.1. Provide first-level technical support for common issues such as password resets, software installations, Local Area Network and Internet connectivity problems, and basic hardware troubleshooting.
- 6.2.2. Use knowledge bases and standard operating procedures to attempt to resolve issues within the scope.
- 6.2.3. Responding to requests: Receiving and handling service requests, and responding to tech inquiries via email, online chat, phone, or in person
- 6.2.4. Logging incidents: Logging incidents and service requests, and maintaining relevant records
- 6.2.5. Providing customer service: Providing exceptional customer service, and following up with customers to ensure satisfactory service
- 6.2.6. Communicating feedback: Communicating customer feedback to the appropriate internal team members

- 6.2.7. Escalate complex issues: Create tickets for higher levels of support when needed
- 6.2.8. Document issues: Document issues and resolution steps
- 6.2.9. Maintaining knowledge base: Contributing to and maintaining the internal knowledge base
- 6.2.10. Assist Information Technology Division in troubleshooting of hardware and software problem, if any.
- 6.2.11. Assist in the installation, configuration and deployment of Insurance Commission-acquired system applications
- 6.2.12. Perform other regular functions of the assigned position as well as other work instructions that shall be issued by Information Technology Division in relation to support operations and maintenance of the Insurance Commission.
- 6.2.13. Perform Basic Hardware Troubleshooting that is limited to:
 - 6.2.13.1. Diagnosing Power and Connectivity Issues
 - 6.2.13.1.1. Ensuring the device is properly plugged in and powered on.
 - 6.2.13.1.2. Checking power cables, adapters, and surge protectors for functionality.
 - 6.2.13.1.3. Verifying that the battery (for laptops) is charged and functional.
 - 6.2.13.2. Checking External Connections
 - 6.2.13.2.1. Ensuring peripheral devices (keyboards, mice, monitors, printers) are properly connected to the system.
 - 6.2.13.2.2. Testing USB ports or connection cables for damage or misalignment.
 - 6.2.13.2.3. Reconnecting loose or improperly seated cables.
 - 6.2.13.3. Inspecting Physical Damage
 - 6.2.13.3.1. Examining hardware for visible signs of damage, such as cracks, bent pins, or burned components.
 - 6.2.13.3.2. Identifying overheating issues (e.g., feeling for excessive heat or ensuring fans are operational).
 - 6.2.13.4. Testing Input and Output Devices
 - 6.2.13.4.1. Ensuring that devices like keyboards, mice, or touchscreens respond correctly.
 - 6.2.13.4.2. Testing audio devices (headphones/speakers) and ensuring they are properly connected.
 - 6.2.13.5. Verifying Hardware Detection
 - 6.2.13.5.1. Checking if the system detects the hardware in the Device Manager.
 - 6.2.13.5.2. Identifying and resolving error indicators such as exclamation marks or missing drivers.
 - 6.2.13.6. Running Built-In Diagnostics
 - 6.2.13.6.1. Using built-in diagnostic tools or BIOS/UEFI diagnostics to identify hardware faults.
 - 6.2.13.6.2. Running hardware tests for components like RAM, hard drives, and CPUs.

- 6.2.13.7. Isolating the Problem
 - 6.2.13.7.1. Disconnecting all peripherals and reconnecting them one at a time to pinpoint the faulty component.
 - 6.2.13.7.2. Swapping suspected faulty components with working ones (e.g., testing a different power cable or monitor).
- 6.2.13.8. Updating Firmware and Drivers
 - 6.2.13.8.1. Ensuring the hardware's firmware or drivers are up to date, as outdated drivers can cause devices to malfunction.
- 6.2.13.9. Rebooting the System
 - 6.2.13.9.1. Performing a simple restart, as many hardware issues are resolved through a power cycle.
- 6.2.13.10. Replacing Basic Components
 - 6.2.13.10.1. Replacing commonly faulty parts such as a dead power supply, faulty mouse, or damaged cable.
 - 6.2.13.10.2. If the issue persists or requires advanced diagnostics (e.g., motherboard or internal component failures), it is escalated to higher-level technical support. Basic troubleshooting ensures that simple problems are resolved quickly without requiring advanced technical expertise.
- 6.2.14. Working Hours – Shall render forty (40) hours of work per week (Monday to Friday). Eight (8) hours a day, from 7:00 AM to 4:00 PM and from 9:00 AM to 6:00 PM or as per arranged schedule. Overtime work shall be charge separately and billed on the following month.
- 6.2.15. Provide systems report consolidation and analysis
- 6.2.16. Technical Support to personally check the health, performance, availability and effectiveness of the proposed solution to ensure that the system is running in good operating condition
- 6.2.17. Submission on a monthly basis, the following Report Requirements.
- 6.2.18. Exclusions: Any modifications, repairs, or replacements of hardware components and/or parts that may be required fall outside the scope of this proposal and shall be the sole responsibility of the client

6.3. Qualifications

- 6.3.1. The bidder must submit the certification issued by the Original Software Manufacturer (OSM) of the existing management software that the bidder is an authorized Reseller/Distributor in the Philippines.
- 6.3.2. Must be capable of implementing the project consistent with the primary purpose as it appears in its SEC Articles of Incorporation that it provides any and all acts and things that are associated with or required in information and communications technology including but not limited to software and hardware programming and manpower outsourcing.
- 6.3.3. The bidder must have been in the industry for at least twenty (20) years, and the proposed brand to be used must have been in the Philippine market for the past ten (10) years.

- 6.3.4. The bidder must have at least five (5) completed similar projects required for the bid in any government institution, which include the following major components or modules:
 - 6.3.4.1. Network Module
 - 6.3.4.2. Hardware & Software Inventory Module
 - 6.3.4.3. User Activity Module
 - 6.3.4.4. Help Desk Module
 - 6.3.4.5. Data Guard Module
- 6.3.5. The bidder must be an ISO 9001:2015 certified specifically to Software and Hardware Programming and Distribution.
- 6.3.6. Must be an ISO 27001:2013 certified (Information Security Management Systems) providing Integration, Maintenance and Support of Business Solutions Services in Information Technology.
- 6.3.7. Minimum required experience of key personnel under regular employee of the Bidder. (Submit copy of curriculum vitae, company ID and training certificates):
 - 6.3.7.1. One (1) Project Manager
 - 6.3.7.1.1. Must be a Certified Project Management Professional (PMP)
 - 6.3.7.1.2. Must be a regular employee for at least 5 years
 - 6.3.7.1.3. Trained and Certified in Network, Security and Recovery Management by the OSM of the software solution to be bid; and
 - 6.3.7.1.4. Trained in Security Information and Events Management Software Administration and Management or equivalent.
 - 6.3.7.2. One (1) Network and System Management Engineer
 - 6.3.7.2.1. Must be a certified network and system management engineer by the OSM
 - 6.3.7.2.2. Must be a Certified Information Security Manager (CISM)
 - 6.3.7.2.3. Must have at least 5 years' experience in the installation of Network and User Activity Management.
 - 6.3.7.3. One (1) Certified Data Privacy Practitioner (CDPP);
 - 6.3.7.4. Two (2) Certified Engineer
 - 6.3.7.4.1. Must be a regular employee with at least five (5) years' experience
 - 6.3.7.4.2. Trained in Network and User Management System
 - 6.3.7.4.3. Must have Cyber security administrator training

7. Scope of Works

7.1. Installation and Testing

- 7.1.1. The winning bidder must:
- 7.1.2. Supply, delivery, installation and configuration of the IT Service Management (ITSM) System
- 7.1.3. Conduct Project Management
- 7.1.4. Conduct initial Project Kick Off.
- 7.1.5. Create Project team for IC and winning bidder.

- 7.1.6. Formulate Project Implementation Plan, Prepare, Present and Sign off Scope of Work (SOW) to IC.
- 7.1.7. Conduct Final Project Kick Off
- 7.1.8. Set all necessary settings and configuration of ITSM System to ensure that they are compatible and connected to existing IC setup.
- 7.1.9. Provide all the needed components to complete the setup and connections.
- 7.1.10. Conduct intensive testing together with IC IT personnel to achieve the functionality and benefits of the new equipment. Provide actual results of the testing of the installed ITSM System.
- 7.1.11. Shall be tested for Twenty-Four (24) hours of continuous use upon installation and commissioning.
- 7.1.12. Corrections shall be made within ten (10) working days prior to commissioning.
- 7.1.13. All levels of testing shall be conducted at the site.
- 7.1.14. Performance tuning shall be conducted to ensure resilient performance of the ITSM System.

7.2. Warranty/Maintenance/Technical Support/Availability

- 7.2.1. The ITSM System shall cover warranty, labor, and on-site visit for one (1) year.
- 7.2.2. On call support should be available 24 hours a day, 7 days a week. A two (2) hours response from the time of the call (through telephone call) shall be provided. Onsite support must have a response time of not more than four (4) hours from the time of the call-in cases where phone support could not solve the problem during the duration of the warranty.
- 7.2.3. The warranty must include firmware updates, software patches, and driver updates, if available, during the duration of the warranty.
- 7.2.4. Installation and configurations of ITSM System must be free of charge to procuring entity.
- 7.2.5. Provide RCA (Root Cause Analysis) after solving the problem.
- 7.2.6. Provide ITSM System with manage threat response and email protection reconfiguration, if needed, with no extra cost to procuring entity.
- 7.2.7. Reinstall corrupted software caused by hardware failure.
- 7.2.8. The warranty period for the hardware and software shall commence upon issuance of certificate of acceptance by the Procuring Entity.
- 7.2.9. Provide Pro-active maintenance support that automatically generates reports and sends notification to the manufacturers 24x7 call support centers in cases of system (hardware and software) abnormality, so that components will be replaced, and errors fixed before failure occurs.
- 7.2.10. Bidder must provide procedures on support and problem escalation.
- 7.2.11. Bidder must have a 24 x 7 helpdesk system via phone and email support. Helpdesk system must automatically track, monitor, and escalate open case until the issue is declared resolved and closed. Vendor should be ready for a site visit and show how their current helpdesk system works.

7.2.12. Helpdesk service facility shall include:

- 7.2.12.1. Technical engineer dispatch facility
- 7.2.12.2. Case logging and monitoring
- 7.2.12.3. Support history and reporting

7.3. Training

7.3.1. The winning Bidder must include a formal & official training (System Administrator) for the software

7.3.2. Vendor must provide appropriate level of knowledge transfer to IC support personnel operations

7.4. Documentation

7.4.1. The winning bidder must provide:

- 7.4.2. User and system manuals
- 7.4.3. Technical materials
- 7.4.4. Documented step-by-step procedure
- 7.4.5. Complete documentation of the ITSM System

7.5. Certification

7.5.1. The winning bidder must secure certification from the manufacturer that they are certified reseller or partner of the proposed equipment.

7.5.2. The winning bidder must secure certification from the manufacturer that they are certified to provide technical service support.

7.5.3. Assigned certified and experienced Project Manager who will handle the project.

7.5.4. Bidder must utilize experienced and trained technical support engineers under its direct employment and supervision in rendering the required maintenance.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**per IC Form No. 3**); **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (**per IC Form No. 4**); **and**

Similar in Nature shall mean **“Information Technology Service Management (ITSM) System”**

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

- i. Copy of End User’s Acceptance; or
 - ii. Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (**per IC Form No. 8**); **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, (**per IC Form No. 6**); **and**

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

Financial Documents

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

Class "B" Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (**per IC Form No. 5**);
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form (**per IC Form No. 1**); **and**
- ☐ (j) Original of duly signed and accomplished Detailed Bid Price Schedule(s) (**per IC Form No. 1-A**).

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BIDDING FORMS

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

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

BID FORM

Date: _____

Project Identification No. :

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

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

If our Bid is accepted, we undertake:

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

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

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

(if none, state "None")]

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

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

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

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

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

Name : _____

Legal Capacity : _____

Signature : _____

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

Date : _____

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

Date: _____
Project ID No: _____

Project: Procurement of Information Technology Service Management (ITSM) System for the Insurance Commission

Code:

Date of Bidding: _____

Time of Bidding: _____

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

For Goods Offered From Within the Philippines

ITEM	DESCRIPTION	QTY	U/M	Unit Price	Total Price
1	Procurement of Information Technology Service Management (ITSM) System for the Insurance Commission	1	lot		
TOTAL BID PRICE, Pesos :					
Plus 12% RVAT :					
TOTAL BID PRICE PHP :					

Total Amount in Words :

(PhP)

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

Signature/Date
Authorized Official/Position

Financial Documents For Eligibility Check

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

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

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

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

NFCC = PhP _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

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

IC Form No. 3

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

Business Name : _____
 Business Address : _____

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

Note: The following documents shall be submitted upon post-qualification:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Submitted by : _____
(Printed Name & Signature)

Designation : _____
 Date : _____

IC Form No. 4

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

OR

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

Business Name : _____
Business Address : _____

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

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

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

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

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

and –

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

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

1. NAME OF PROJECT

CONTRACT AMOUNT

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

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

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

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

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____)S.S.

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

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

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

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

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

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

IC Form No. 6

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

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

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

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

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

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

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

Notary Public

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

IC Form No. 7

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through**

misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

IC Form No. 8

BID SECURING DECLARATION FORM

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

