

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

| GCC Clause | |
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| | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered PHILGUARANTEE 23rd Floor, BPI Philam Life Building, 6811 Ayala Avenue, Makati City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Lloyd A. Sioson.</p> <p><i>In compliance with Executive Order No. 398 s. 2005, the winning bidder shall pay all taxes in full and on time and failure to do so will entitle the PHILGUARANTEE to suspend payment for any goods or services delivered by the winning bidder to the PHILGUARANTEE.</i> ~</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site installation, start-up and user access of the supplied Goods; b. furnishing of tools required for re-installation, maintenance and support of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; |

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| | <p>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</p> |
| | <p>e. training of the Procuring Entity's personnel on-site, in installation, start-up, operation, maintenance, and trouble-shooting 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>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods (Installation disks, manuals, etc. as applicable) as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> |

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| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</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 use of the Goods or any part thereof.</p> |

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| 2.2 | <p>The terms of payment shall be as follows:</p> <p>The comprehensive HRIS solution project shall commence after the receipt of the Notice to Proceed (NTP).</p> <p>Payment, which shall be made in Philippine Currency, shall be per services delivered according to the following schedule:</p> <table border="1" data-bbox="377 474 1229 714"> <thead> <tr> <th>Deliverables</th><th>Percentage</th></tr> </thead> <tbody> <tr> <td>1. Project Management Plan</td><td>20% of the contract price</td></tr> <tr> <td>2. Requirements Specifications</td><td>20% of the contract price</td></tr> <tr> <td>3. Installation of HRIS</td><td>40% of the contract price</td></tr> <tr> <td>4. User's Training</td><td>10% of the contract price</td></tr> <tr> <td>5. Final Acceptance</td><td>10% of the contract price</td></tr> </tbody> </table> | Deliverables | Percentage | 1. Project Management Plan | 20% of the contract price | 2. Requirements Specifications | 20% of the contract price | 3. Installation of HRIS | 40% of the contract price | 4. User's Training | 10% of the contract price | 5. Final Acceptance | 10% of the contract price |
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| 5. Final Acceptance | 10% of the contract price | | | | | | | | | | | | |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>After appropriate data gathering sessions with the PHILGUARANTEE business units, the winning bidder shall submit the following documents for approval by the system owner:</p> <ol style="list-style-type: none"> 1. List of processes and modules included in the project 2. Solution Design document <p>PHILGUARANTEE shall then prepare a list of User Acceptance Test Scenarios, and the two parties shall finalize the list of Test Scenarios that the new system is required to pass before PHILGUARANTEE will sign-off on acceptance of the system.</p> <p>PHILGUARANTEE representatives will be assigned to perform the tests and report on the results.</p> | | | | | | | | | | | | |

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Section VI. Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|-----------------------------|-----------------|--------------|--|
| 1 | Project Management Plan | 1 | 1 | First 15 days (Indicative) |
| 2 | Requirements Specifications | 1 | 1 | 16 th to 60 th Day (Indicative) |
| 3 | Installation of HRIS | 1 | 1 | 61 st to 150 th Day (Indicative) |
| 4 | User's Training | 1 | 1 | 151 st to 160 th Day (Indicative) |
| 5 | Final Acceptance | 1 | 1 | Not later than the 180 th Day |
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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

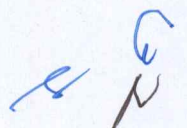
| Item | Specification | Statement of Compliance |
|------|---------------|---|
| | | <p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |

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| I. | QUALIFICATIONS OF THE SERVICE PROVIDER | |
| | The Service Provider should have the necessary eligibility, experience and expertise in delivering the system and attached services, with the following criteria: | |
| | 1. System Provider must be an ISO 9001:2015 certified company with certification scope specifically: To provide high-quality solutions for System Integration which involves Integration, Implementation and Providing After Sales Service of IT related products and software solutions. | |
| | 2. Bidder must provide a copy of contracts of successfully implemented HRIS solution in at least three (3) government agencies which should be verifiable by the AGENCY. | |
| | 3. Bidder must have experience in distribution, sales, installation, integration, and implementation of the proposed HRIS brand for at least 5 years. | |
| | 4. The System Provider must have a track record of at least five (5) completed Human Resource Information System at any Philippine Government Agency. | |
| | 5. The offered HRIS must have seamless connectivity to the biometrics devices owned and being procured by PHILGUARANTEE (SDK shall be provided by the Philippine Guarantee Corp.). | |
| | 6. The System Provider shall organize a Project Management Team to commit to a period of one hundred eighty (180) days to deliver the requirements within the timelines set on the project. The Project Management Team should be able to meet the following requirements (Must submit the curriculum vitae of prospective team members): <ul style="list-style-type: none"> a. Has one (1) Project Manager with Internationally certified Project Management Training and a Certification as Project Management Professional (PMP or Prince2) (Must provide PMP/Prince2 Certificate as proof) b. With at least 5 years of experience as Project Manager and must have completed at least four (4) government HRIS projects as Project Manager c. At least three (3) project members with a minimum of three (3) year-experience each on HRIS installation, configuration, implementation, and maintenance. | |

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| | 7. Bidder must have an operational system/setup displaying most of the required modules of this project specified under Technical and Functional Specifications. The same shall be validated during post qualification. | |
| | 8. The system provider must be capable and willing to go into succeeding maintenance and customization agreement for the delivered system. The bidder must provide a certification of its capability and willingness for this purpose. | |
| II. | DELIVERY TERMS | |
| | The System Provider must deploy the system one hundred eighty (180) days upon receipt of the purchase order / notice to proceed. | |
| | The System Provider shall: | |
| | 1. Provide an off-the-shelf ready-made, integration-capable and scalable application solution, supported by the necessary hardware infrastructure. It must meet the requirements specified in Annex A Technical Specifications. | |
| | 2. Engage in a series of process reviews and data gathering activities with PHILGUARANTEE process stakeholders or key personnel to fully understand in detail the processes to improve and automate, and get an accurate picture of the current tasks and procedures, work schedules, routine processes, and exceptional cases and how each is handled and resolved. | |
| | 3. Provide a Business Process Reviews (BPR) and Requirements Mapping and Validation such as the following: <ul style="list-style-type: none"> a. Project Plans which shall highlight the overall implementation and methodologies to be used b. Project definition in which Gap Analysis shall be done both by the PHILGUARANTEE and the System Provider to determine the processes that require automation and priorities. c. Steering Committee and Project Team Structure to determine the corresponding roles/responsibilities for better communication and efficient delegation during the engagement. | |

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| | <p>d. Deliverables and Acceptance Conditions: PHILGUARANTEE and the System Provider shall agree in writing on Project Team Structure, the detailed user requirements, deliverables, and corresponding acceptance conditions of each. Deliverables shall include items in Technology Specifications and Implementation and Methodologies which shall be identified during BPR, Data gathering, and validation.</p> <p>e. User Review and acceptance Sign Off - there shall be guidelines to be approved by the PHILGUARANTEE Steering Committee which include the parameters to be reviewed by the designated reviewer and the routing process to be observed by both PHILGUARANTEE and the System Provider.</p> | |
| | 4. Help upload the customer processed data, Payroll History, and other data for Migration in provided templates (Migration Tools) | |
| | 5. Conduct the Data Migration workshop to define the data migration process and mapping required | |
| | 6. Support in the implementation, supervision of the system, actual supervision, and assistance for parallel run | |
| | 7. Conduct Administrator, Technical, and User's training | |
| | 8. Provide complete reference materials to properly use the system, including Brochures, Training Manuals, Quick guides for the use of end-users and administrators. | |
| | <p>9. Provide complete documentation and turn over all administrator/root passwords and other account credentials for complete and unencumbered access to the system, its services, and related databases.</p> <ul style="list-style-type: none"> ● Documentation – The System Provider must submit complete documentation for every deliverable/milestone. PHILGUARANTEE shall own all documents and shall reserve the right to reproduce at no additional cost. ● Documentation must be written in English to include but not limited to the following: <ul style="list-style-type: none"> - User Manuals/Technical/Reference Manuals | |



| | <ul style="list-style-type: none">- System/Operation Manual- All documentation must be in soft copies accompanied by a USB drive copy. | | | | | | | | | | | | | |
|--------------------------------|--|--------------|------------|----------------------------|---------------------------|--------------------------------|---------------------------|-------------------------|---------------------------|--------------------|---------------------------|---------------------|---------------------------|--|
| | 10. Provide the list of hardware, network resources to be provided which will be required for the project. | | | | | | | | | | | | | |
| III. | WARRANTY TERMS | | | | | | | | | | | | | |
| | The System Provider shall warrant the HRIS free from any configuration/software errors from the date of turn-over to PHILGUARANTEE. Within one (1) year from the date of acceptance by the PHILGUARANTEE, the System Provider shall, whenever appropriately informed of possible bugs, issues, and technical concerns affecting the HRIS, promptly act within the next business day to fix the problem at no expense to PHILGUARANTEE. | | | | | | | | | | | | | |
| IV. | PAYMENT TERMS | | | | | | | | | | | | | |
| | <p>Payment, which shall be made in Philippine Currency, shall be per services delivered and accepted according to the following schedule:</p> <table><tr><th>Deliverables</th><th>Percentage</th></tr><tr><td>1. Project Management Plan</td><td>20% of the contract price</td></tr><tr><td>2. Requirements Specifications</td><td>20% of the contract price</td></tr><tr><td>3. Installation of HRIS</td><td>40% of the contract price</td></tr><tr><td>4. User’s Training</td><td>10% of the contract price</td></tr><tr><td>5. Final Acceptance</td><td>10% of the contract price</td></tr></table> | Deliverables | Percentage | 1. Project Management Plan | 20% of the contract price | 2. Requirements Specifications | 20% of the contract price | 3. Installation of HRIS | 40% of the contract price | 4. User’s Training | 10% of the contract price | 5. Final Acceptance | 10% of the contract price | |
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| V. | OWNERSHIP AND CONFIDENTIALITY OF DATA | | | | | | | | | | | | | |
| | 1. All data/information related to the development of the information system that may be shared by the PHILGUARANTEE in the course of evaluating the various modules, functions, and features of the customized solution, shall remain confidential and shall not be copied, divulged, transmitted, or shared in any way to third parties. | | | | | | | | | | | | | |
| | 2. All pertinent records of PHILGUARANTEE personnel, his/her dependents, work assignments, performance appraisals, and other HR-related information entered into and | | | | | | | | | | | | | |



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| | recorded by the system shall be owned by the Philippine Guarantee Corporation. | |
| | 3. The System Provider shall ensure that such information shall be treated with confidentiality through a non-disclosure agreement. | |
| | 4. The System Provider shall abide by the provisions stipulated in the Data Privacy Act. | |
| VI. | INSPECTION AND TESTS | |
| | <p>After appropriate data gathering sessions with the PHILGUARANTEE units, the winning bidder shall submit the following documents for approval by the system owner:</p> <ol style="list-style-type: none"> 1. List of processes and modules included in the project 2. Solution Design document <p>PHILGUARANTEE shall then prepare a list of User Acceptance Test Scenarios, and the two contracting parties shall finalize the list of Test Scenarios that the new system is required to pass before PHILGUARANTEE will sign-off on acceptance of the system.</p> <p>PHILGUARANTEE representatives will be assigned to perform the tests and report on the results.</p> | |
| VII. | The attached Technical Specifications/Terms of Reference (TOR) Annex "A" shall also be accomplished by the bidders for their Statement of Compliance. | |

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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **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.

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 **or** duly notarized statements from all the

potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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.