



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

Procurement of GOODS

Subscription to Integrated Human
Resource Information System (IHRIS)
using a Cloud-based Software as a
Service (SaaS) for the Department of
Budget and Management

Project ID No. **DBM-2023-39**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 Revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

INVITATION TO BID
“Subscription to Integrated Human Resource Information System (IHRIS) using a Cloud-based Software as a Service (SaaS) for the Department of Budget and Management”

1. The Department of Budget and Management (DBM), through the Continuing Appropriations, FY 2022 General Appropriations Act, intends to apply the sum of **Forty Million Pesos (P40,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **“Subscription to Integrated Human Resource Information System (IHRIS) using a Cloud-based Software as a Service (SaaS) for the Department of Budget and Management”** (Project ID No. **DBM-2023-39**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DBM now invites bids for the above-entitled Procurement Project. Delivery of the Goods is required as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed **within the period of September 19, 2018 to September 18, 2023** 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) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the DBM-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).

5. A complete set of Bidding Documents may be acquired by interested Bidders on August 29, 2023 from the given address and website below and upon payment of a fee in the amount of Twenty-five Thousand Pesos (P25,000.00).

Payment may be made in either mode, as follows:

- a) Online payment through the Landbank Link.Biz Portal. However, this mode of payment may only be done until **September 15, 2023** (four [4] calendar days before the Submission of Bids), 11:00 p.m., for crediting and recording purposes. Procedural guidelines for online payment may be accessed via https://dbm.gov.ph/images/Advisory_for_Bidders_Suppliers-LinkBiz.pdf. Bidders shall present its confirmation receipt to the BAC Secretariat in person, by facsimile, or through electronic means, which shall be used as proof of payment for the bidding documents fee.
 - b) Payment, in person, to the DBM-Cash Division, through the BAC Secretariat, DBM-Administrative Service-Procurement Management Division, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. The DBM will hold a Pre-Bid Conference on September 5, 2023, 1:00 p.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, and/or **through video conferencing or webcasting**, which shall be open to prospective bidders.

In case of video conferencing or webcasting, the prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat or the DBM-Central Records Division through manual submission at the office address indicated below on or before September 19, 2023, 9:30 a.m. 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 September 19, 2023, 9:30 a.m., at the given address below and via video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

10. The DBM 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.

11. For further information, please refer to:

DBM-BAC Secretariat
DBM-Administrative Service-Procurement Management Division
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila
Telefax No. 8657-3300 local 3115
Email address: procurement@dbm.gov.ph

12. You may visit the following website to download the Bidding Documents:
<https://www.dbm.gov.ph/index.php/procurement/invitation-to-bid>

August 29, 2023

RAMON VICENTE B. ASUNCION
Vice Chairperson, DBM-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Budget and Management, wishes to receive Bids for the “**Subscription to Integrated Human Resource Information System (IHRIS) using a Cloud-based Software as a Service (SaaS) for the Department of Budget and Management**” with Project Identification No. *DBM-2023-39*.

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 for FY 2023 in the amount of **Forty Million Pesos (P40,000,000.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is the Continuing Appropriations, FY 2022 General Appropriations Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to the following requirements:
 - a. The bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, **or**
 - b. The bidder must have completed at least two (2) similar contracts:
 - i. The aggregate amount of which should be equivalent to at least *fifty percent (50%)* of the ABC for this Project; **and**
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 Revised 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

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.

8. Pre-Bid Conference

The DBM will hold a Pre-Bid Conference for this Project on September 5, 2023, 1:00 p.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, **and/or through video conferencing or webcasting**, which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB**.

In case of video conferencing or webcasting, the prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-Bid Conference.

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 DBM, 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 the period of September 19, 2018 to September 18, 2023**.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 Revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 Revised IRR of RA No. 9184.

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in **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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and bid security shall be valid until **January 17, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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 one (1) Project having several items that shall be awarded as one (1) 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

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

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:</p> <p>a. refer to the provision and installation of software as a service (SaaS) or development/deployment of software applications within the last five (5) years for any of the following systems: (i) Human Resource Information Systems; (ii) Financial Management Systems; and/or (iii) Payroll and Payment Systems.</p> <p>If the provision and installation of software as a service (SAAS) or development/deployment of software applications within the last five (5) years for any of the following systems: (i) Human Resource Information Systems; (ii) Financial Management Systems; and/or (iii) Payroll and Payment Systems form part of a bigger contract, only the cost component of the provision and installation of software as a service (SAAS) or development/deployment of software applications within the last five (5) years for any of the following systems: (i) Human Resource Information Systems; (ii) Financial Management Systems; and/or (iii) Payroll and Payment Systems shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC; and</p> <p>b. have been completed within the period of September 19, 2018 to September 18, 2023.</p>
7	Subcontracting is not allowed.
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <p>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, Unified Multi-Purpose ID, etc.); or</p> <p>(ii) the oath of affirmation of one (1) credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.</p>
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than P800,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P2,000,000.00, if bid security is in Surety Bond.
15	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope marked "TECHNICAL COMPONENT", and their financial component described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> a) contain the name of the contract to be bid in capital letters; b) bear the name and address of the Bidder in capital letters; c) be addressed to the Procuring Entity's BAC in accordance with Section I. Invitation to Bid Clause 9; d) bear the specific identification of the Project indicated in ITB Clause 1; and e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p>
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ul style="list-style-type: none"> 1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following: <ul style="list-style-type: none"> i. 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; <u>OR</u>

- ii. At least two (2) similar contracts:
 - (a) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC; **AND**
 - (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- 2. The corresponding proof/s of completion, which could either be:
 - i. Certificate/s of Final Acceptance/Completion from the bidder's client/s; or
 - ii. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s.
- 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following:
 - i. 2022 Income Tax Return with proof of payment; and
 - ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from February 2023 to July 2023.
- 4. Bureau of Internal Revenue (BIR) Certificate of Registration (COR) (BIR Form 2303) will be submitted during post-qualification.

Additional Conditions:

* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.

** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.

*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.

As a matter of information to the prospective bidders, the DBM-BAC has determined to use the method of a "raffle," wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.

	<p>Thereafter, a DBM-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.</p>
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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 2016 Revised 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>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Undersecretary of the Information and Communications Technology (ICT) Group/Chief Information Officer.</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> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and 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.

	<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 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> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications <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>
2.2	<p>The terms of payment shall be in accordance with item 10.0 of Annex “A” (Detailed Technical Specifications).</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier’s representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

Item	Description	Quantity	Delivery Schedule
1	Delivery and deployment of the Integrated Human Resource Information System (IHRIS) to the DBM , as detailed in items 4.0 to 6.0 of Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	1 lot	Within seventy-five (75) calendar days from receipt of the Notice to Proceed
2	Subscription to IHRIS using a Cloud-based Software as a Service (SaaS) , as detailed in Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications	One thousand three hundred (1,300) employees	Twelve (12) months from receipt of the Proof of IHRIS Software Subscription

* The period for the performance of the obligations under the Contract shall not be beyond the validity of the appropriation for the Project.

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

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Section VII. Technical Specifications

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Specifications	Bidder’s Statement of Compliance
I. Scope of Work <i>(see attached Annex “A” [Detailed Technical Specifications], item 4.0)</i>	
II. Proposed Solution Specifications <i>(see attached Annex “A” [Detailed Technical Specifications], item 5.0)</i>	
III. Functional Requirements <i>(see attached Annex “A” [Detailed Technical Specifications], item 6.0)</i>	
IV. Non-functional and other Requirements <i>(see attached Annex “A” [Detailed Technical Specifications], item 7.0)</i>	
V. Service Level Agreement <i>(see attached Annex “A” [Detailed Technical Specifications], item 8.0)</i>	
VI. Confidentiality of Data <i>(see attached Annex “A” [Detailed Technical Specifications], item 9.0)</i>	
VII. Terms of Payment <i>(see attached Annex “A” [Detailed Technical Specifications], item 10.0)</i>	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

DETAILED TECHNICAL SPECIFICATIONS

1.0 PROJECT TITLE

Subscription to Integrated Human Resource Information System (IHRIS) using a Cloud-based Software as a Service (SaaS) for the Department of Budget and Management.

2.0 OVERVIEW

The IHRIS will enable the use of a cloud-based SaaS to support the DBM Human Resource (HR) management and development functions. This will involve the modules of employee management, leave management, payroll, timekeeping, learning and development, recruitment, selection, and placement, among others.

3.0 OBJECTIVE

The service provider should be able to provide SaaS for subscription to IHRIS that can be configured for DBM Human Resource (HR) needs. It aims to modernize and improve HR processes and employee experience, as well as to provide an avenue for DBM to continuously improve and to have an easily configurable system for future requirements through the IHRIS Solution.

4.0 SCOPE OF WORK

The scope of the project shall cover:

4.1 Application Configuration of HR Solution

4.1.1 Implementation of HR Solution

- 4.1.1.1 User License Subscription for one thousand three hundred (1,300) Employees
- 4.1.1.2 Deployment and Configuration of HR Solution as described in Proposed Solution specifications.
- 4.1.1.3 End-User training for DBM HR Administrators for at least twenty (20) attendees
- 4.1.1.4 End-User training with “train the trainer” approach for ten (10) attendees.
- 4.1.1.5 Documentation including Quick User Guide
- 4.1.1.6 Support Coverage and Warranty within the Subscription Period

4.2 Qualification of Local Contractor

The local contractor must be in the business for at least ten (10) years.

Note: The Bureau of Internal Revenue (BIR) Certificate of Registration (COR) (BIR Form 2303) will be submitted during post-qualification.

5.0 PROPOSED SOLUTION SPECIFICATIONS

- 5.1 The project implementation must align with the combined best practices and principles of Waterfall and Agile/Scrum methodology.
- 5.2 The subscription shall include the necessary infrastructure, cybersecurity measures, and storage requirements on the cloud.
- 5.3 The solution should be configurable for DBM and Civil Service Commission (CSC) requirements.
- 5.4 The solution shall provide a Helpdesk and ticketing tool.
- 5.5 The solution should be able to seamlessly integrate with existing application/s or system/s of DBM and Department of Information and Communications Technology and other agencies which may need to share information/data from it.
- 5.6 The solution should allow configuration for future requirements of DBM as needed.
- 5.7 The solution must be cloud based and have the following Information Technology Infrastructure specifications:
 - 5.7.1 The solution's infrastructure should be co-located on a Tier III data center as specified by the Uptime Institute Tier Classification System.
 - 5.7.2 Must have high availability and reliability.
 - 5.7.3 Must be scalable to handle workloads without performance degradation.
 - 5.7.4 It must be secure and implement robust security measures to protect data and infrastructure. This includes encryption, access controls, threat detection, identity and access management, regular backups, and disaster recovery mechanisms, and compliance with relevant industry standards and regulations.
 - 5.7.5 The SaaS platform should include data storage and database services. These services should offer scalability, durability, and data management capabilities.

6.0 FUNCTIONAL REQUIREMENTS

6.1 Recruitment and Selection

The solution should have a management module for job vacancies for non-plantilla items such as casual and contractual employment, contract of service engagement, and regular plantilla.

6.1.1 Applicant Portal

- 6.1.1.1 The solution should allow external applicants to sign up before submitting applications per job posting.
- 6.1.1.2 The solution should allow the external user/applicant to submit applications for available job opportunities.
- 6.1.1.3 The solution should allow the external applicants to complete the required details per PDS required tab before submitting the application.
- 6.1.1.4 The solution should allow applicants to cancel their applications if they have not been processed by the DBM Human Resource Management Division (HRMD).

6.1.2 Job Posting

The solution should have the following functionalities for Job Posting feature:

- 6.1.2.1 The solution should be able to post or publish the available or vacated position or plantilla number. Once posted, job posting will be displayed on the Applicant Portal. Also, all next-in-rank employees will be notified and the job posting will be available in the Employee's Dashboard.
- 6.1.2.2 The solution should be able to allow the user to tag qualifications (if Meets the QS Standard or Did not Meet) during the Pre-Screening process.
- 6.1.2.3 The solution should be able to allow the user to set a schedule for online and written examinations.
- 6.1.2.4 The solution should be able to allow the user to encode recommendations (to proceed with the application or not) during the processing of the applicant.
- 6.1.2.5 The solution should be able to allow the user to set a schedule for online or face-to-face interviews.
- 6.1.2.6 The solution should be able to nominate the eligible employees/applicants for the vacated position/plantilla.
- 6.1.2.7 The solution should be able to Publish or Unpublish job postings.
- 6.1.2.8 The solution should be able to adjust the deadline for submission of the application.
- 6.1.2.9 The solution should be able to re-open job postings.
- 6.1.2.10 The solution should be able to Assign appointees per Job Posting.
- 6.1.2.11 The solution should be able to send a regret letter or email to unqualified applicants.

6.1.3 Set Interview / Examination Schedule

The solution should have a DBM HR calendar to monitor interviews, online examinations, and written examination schedules of applicants.

6.1.4 Conduct Applicant Assessment

- 6.1.4.1 The solution should be able to manage the examination and interview assessment of applicants.
- 6.1.4.2 The solution must be able to allow the user to encode, update and print the following assessments:
 - 6.1.4.2.1 Curriculum Vitae
 - 6.1.4.2.2 Demo
 - 6.1.4.2.3 Examination
 - 6.1.4.2.4 Interview
 - 6.1.4.2.5 Reference Check
 - 6.1.4.2.6 Performance Evaluation
 - 6.1.4.2.7 Work Sample

6.1.5 Candidates

The solution should allow the DBM HR to send email notifications to applicants who passed the exams but not appointed.

6.1.6 Appointment

6.1.6.1 The solution must be able to upload the following Documentary Requirements before a personnel/applicant can assume the position:

6.1.6.1.1 Notarized Personal Data Sheet

6.1.6.1.2 Position Description Form

6.1.6.1.3 Certificate of Assumption to Duty

6.1.6.1.4 Oath of Office

6.1.6.1.5 Validated Eligibility

6.1.6.2 The solution should be able to tag the Documentary Requirements documents status as Completed or Incomplete.

6.1.6.3 The solution should allow the DBM HR to update the appointment details or status of the appointee.

6.1.7 New Hire Processing

The solution should be able to manage the details of new hires as work schedule, leave balances, compensation, and deductions.

6.2 Employee Types Covered

6.2.1 The solution subscription shall cover the following government positions:

6.2.1.1 Plantilla/permanent positions

6.2.1.2 Non-plantilla items such as contractual, fixed term, coterminous, and substitute employment.

6.2.2 The solution shall allow printing of plantilla item history.

6.3 Work Schedule

The solution must allow the setup of various work schedules such as Flexible time and/or twelve (12)-hour work schedule, four (4)-day work week.

6.4 Salary Schedule

6.4.1 The solution must be configured for the salary schedule based on the government issuances pertaining thereto.

6.4.2 The solution should automatically update the work experience of all permanent employees for salary adjustment.

6.5 Locations

The solution must allow tagging of an employee's permanent and present address based on Philippine Statistics Authority (PSA) codes.

6.6 Employee Self-service Portal

6.6.1 The solution shall provide a self-service portal for employees to allow the user to request and monitor the approval and execution of the following functionalities:

- 6.6.1.1 Online viewing of Personal Data Sheet (PDS)
- 6.6.1.2 Online viewing of Service Record
- 6.6.1.3 Online viewing of payslips
- 6.6.1.4 Online viewing of trainings
- 6.6.1.5 Online viewing of Daily Time Record (DTR)
- 6.6.1.6 Request for updates to PDS
- 6.6.1.7 Request for employment certificates
- 6.6.1.8 Leave application
- 6.6.1.9 Leave balance inquiry
- 6.6.1.10 Authority to Render Overtime
- 6.6.1.11 Overtime Accomplishment
- 6.6.1.12 Official Pass Slip Application
- 6.6.1.13 Request Attendance Adjustment

6.6.2 The solution shall allow employees to view their own records in the portal related to the following data sets:

- 6.6.2.1 Personal Data Sheet
- 6.6.2.2 Time, Leave and Attendance
- 6.6.2.3 Payroll
- 6.6.2.4 Performance Management
- 6.6.2.5 Learning and Development
- 6.6.2.6 Service Record in GSIS format/work experiences
- 6.6.2.7 Memo or Notice can be uploaded to the portal for the disciplinary actions of the employee

6.6.3 The solution shall allow the employees to view the agency's job openings and be able to apply via the portal.

6.6.4 The solution must be able to manage various employee requests and shall have the following features:

- 6.6.4.1 Employee requests can be reviewed and approved by authorized personnel.
- 6.6.4.2 The status should be displayed in the employee portal.

6.7 Personnel Information Management

The solution shall provide a module that will manage all personnel-related information including, but not limited to, employee profile, personnel movement (office assignments), and entitled compensation and benefits.

6.7.1 Personal Data Sheet (PDS)

- 6.7.1.1 The solution shall be able to let users encode, update or upload their complete information in PDS Excel format.
- 6.7.1.2 The solution shall be able to capture the following employee information:
 - 6.7.1.2.1 Personal information
 - 6.7.1.2.2 Family Background
 - 6.7.1.2.3 Educational Background
 - 6.7.1.2.4 Work Experiences
 - 6.7.1.2.5 Civil Service Eligibility
 - 6.7.1.2.6 Voluntary Works
 - 6.7.1.2.7 Learning and Development
 - 6.7.1.2.8 References
 - 6.7.1.2.9 Supporting Documents such as training certificates, certificates of employment, etc.
 - 6.7.1.2.10 Government Issued IDs
 - 6.7.1.2.11 CSC Questionnaire
 - 6.7.1.2.12 Disciplinary Actions such as suspensions, and/or termination;
 - 6.7.1.2.13 Office Assignments
- 6.7.1.3 The solution shall generate PDS in excel and pdf format.
- 6.7.1.4 The solution shall allow the review and approval of PDS content by DBM HR.

6.7.2 Personnel Movement

- 6.7.2.1 The solution shall execute the following HR actions:
 - 6.7.2.1.1 Promotion
 - 6.7.2.1.2 Transfer
 - 6.7.2.1.3 Reemployment
 - 6.7.2.1.4 Reinstatement
 - 6.7.2.1.5 Demotion - Voluntary/As a result of a disciplinary action
 - 6.7.2.1.6 Reclassification
 - 6.7.2.1.7 Reassignment
 - 6.7.2.1.8 Detail
 - 6.7.2.1.9 Designation
 - 6.7.2.1.10 Probationary period
 - 6.7.2.1.11 Change in item number

- 6.7.2.1.12 Step increment
- 6.7.2.1.13 Salary adjustment
- 6.7.2.1.14 Reinstatement to the same position/item
- 6.7.2.1.15 Positions marked as co-terminous with the incumbent

6.7.2.2 The solution must be able to generate an employees' service record with information coming from work experience and personnel movement modules.

6.7.2.3 The solution shall have management of active and inactive personnel (e.g. death, resignation, retirement);

6.7.3 Personnel Information Management Reports

6.7.3.1 The solution must allow users to generate predefined reports in PDF/excel format of the following:

- 6.7.3.1.1 Service Record in GSIS forma
- 6.7.3.1.2 Appointments
- 6.7.3.1.3 Position Description
- 6.7.3.1.4 Personnel Movement
- 6.7.3.1.5 Personal Data Sheet
- 6.7.3.1.6 Report on Appointment Issued
- 6.7.3.1.7 List and Number of Employees by Salary Grade Report on Appointment Issued
- 6.7.3.1.8 Certifications (Certificate of Employment with Benefits, Certificate of Contribution-GSIS, etc.)

6.8 Leave and Attendance

The solution shall have a leave and attendance module with the following functionalities and features:

6.8.1 Biometric System Interface

6.8.1.1 The solution shall support manual uploading of extracted files (with employees' time logs) from the DBM existing Biometric Device.

6.8.1.2 The solution shall be capable of receiving data directly from the DBM Biometric Device on a real-time basis using API Integration.

6.8.2 Holidays and others

The solution should be able to manage the holidays and work suspensions significant to the DBM.

6.8.3 Daily Attendance

- 6.8.3.1 The solution shall be able to generate a Daily Time Record (DTR) which allows employees to immediately request time adjustments for incomplete time logs due to technical issues.
- 6.8.3.2 The solution shall be able to provide notifications to employees for incomplete entries of the month.
- 6.8.3.3 The solution shall monitor tardiness based on position.
- 6.8.3.4 The solution shall be able to view and export Employee Daily Time Records.

6.8.4 Attendance Report

- 6.8.4.1 The solution shall generate a monthly attendance report that accurately reflects employees' leave, office/travel orders, time in and out, late, undertime and absences records.
- 6.8.4.2 The solution shall be highly configurable and can handle flexible time and off-setting schedules.

6.8.5 Leave Management

- 6.8.5.1 The solution shall allow the DBM HR officer to manage leave types such as leave entitlement, leave crediting, late filing, manual adjustments, and tracking of leave balances.
- 6.8.5.2 The solution shall have automatic leave crediting
- 6.8.5.3 Shall be capable of handling various leave types such as, but not limited to the following:
 - 6.8.5.3.1 Vacation Leave
 - 6.8.5.3.2 Sick Leave
 - 6.8.5.3.3 Special Privilege Leave (SPL)
 - 6.8.5.3.4 Forced Leave
 - 6.8.5.3.5 Magna Carta for Women
 - 6.8.5.3.6 Maternity Leave
 - 6.8.5.3.7 Paternity Leave
 - 6.8.5.3.8 Monetization of Leave
 - 6.8.5.3.9 Terminal Leave
 - 6.8.5.3.10 Study Leave
 - 6.8.5.3.11 Solo Parent Leave
- 6.8.5.4 Shall be capable of the following leave processes:
 - 6.8.5.4.1 Review/Approve Leave Requests
 - 6.8.5.4.2 Review/Approve Overtime Requests
 - 6.8.5.4.3 Review/Approve Official / Personal Pass Request
 - 6.8.5.4.4 Review/Approve CTO Availment
 - 6.8.5.4.5 Review/Approve DTR Correction Requests
 - 6.8.5.4.6 Review/Approve Attend/Travel Authority Requests
- 6.8.5.5 Shall allow management of Office Orders pertaining to official business

6.8.6 Leave and Attendance Management Reports

- 6.8.6.1 Shall allow users to generate the following reports in PDF/excel format related to Leave and Attendance:
 - 6.8.6.1.1 Daily Time Record
 - 6.8.6.1.2 Application for Leave
 - 6.8.6.1.3 Leave Card
 - 6.8.6.1.4 Monthly Report of Attendance
 - 6.8.6.1.5 Statement of Leave Balances
 - 6.8.6.1.6 Certificate of Leave Credits (Monthly)
 - 6.8.6.1.7 Certificate of Leave without Pay
 - 6.8.6.1.8 Leave Applications
 - 6.8.6.1.9 Leave Ledger Report
- 6.8.6.2 Shall be capable to set-up parameters and system variables such as employee work schedule, holidays and leave types.

6.9 Compensation and Deductions

6.9.1 The solution shall have the following functionalities for Compensation, and Deductions:

- 6.9.1.1 The solution must allow the setup of various compensation types.
- 6.9.1.2 The solution shall capture and store various compensation packages enjoyed by an employee.
- 6.9.1.3 The solution must have management of employee information, a record of dependents, compensation, and benefits (i.e. insurance, healthcare coverage, and other deductibles and/or contributions);

6.9.2 Deductions

- 6.9.2.1 The solution must be able to capture and store various deductions incurred by an employee, whether fixed, scheduled or variable.
- 6.9.2.2 The solution allows the user to manage loans, and view remaining balances and deduction history.
- 6.9.2.3 The solution allows the user to renew loans.

6.10 Salary Management

6.10.1 General Payroll

- 6.10.1.1 The solution shall be able to compute the payroll at scheduled intervals. The employees' compensation package (basic salary, benefits such as Transportation Subsidy), recorded deductions, and daily time records are used in the computation.
- 6.10.1.2 The solution shall allow the users with the proper authorization to encode payroll adjustments.
- 6.10.1.3 The solution shall process the salaries in annualized tax methods to minimize huge tax deductions at the end of the year. Tax

computation factors in items such as exemptions and other non-taxable items (e.g. De Minimis).

6.10.2 **Special Payroll**

- 6.10.2.1 The solution shall compute payroll on scheduled dates. The employees' compensation packages are considered to determine who will be included in the computation.
- 6.10.2.2 The solution must have an automatic computation of selected compensation packages (e.g. PERA, RATA, Loyalty Cash, Performance Bonus, Salary Differential, Overtime, Mid-Year Bonus, Year-end Bonus & Cash Gift, Extraordinary Miscellaneous Expense (EME)).
- 6.10.2.3 The solution should allow DBM HR administrators to encode adjustments with authorization.

6.10.3 **Personnel Vouchers**

- 6.10.3.1 The solution should allow users to disburse compensation through Authority to Debit Account (ADA) or check issuances.
- 6.10.3.2 The solution must have an automatic generation of personnel vouchers for first and last pay computation
- 6.10.3.3 The solution should have a manual encoding and generation of personnel vouchers (e.g. reversal of incorrect deductions, refund of payment).

6.10.4 **Remittances**

- 6.10.4.1 The solution must be able to manage remittances to PhilHealth, BIR, Pag-IBIG, GSIS, and other institutions with auto-deduct arrangements with the agency.
- 6.10.4.2 The system should be able to generate a remittance report that is compliant to LANDBANK and GSIS.

6.10.5 **Payslips**

The solution must support the generation of payslips that can be accessed by the personnel through the Employee Self-Service Portal.

6.10.6 **Payroll Management Reports**

- 6.10.6.1 The solution must allow the users to generate the following payroll-related reports in PDF/excel format:
 - 6.10.6.1.1 General Payroll
 - 6.10.6.1.2 Special Payroll
 - 6.10.6.1.3 Payslip Generation (Per Employee/Per Department)
 - 6.10.6.1.4 Payroll Register
 - 6.10.6.1.5 Payroll Loan Register
 - 6.10.6.1.6 Payroll Other deduction register

- 6.10.6.1.7 Payroll Other Income register
- 6.10.6.1.8 Payroll Transaction Register
- 6.10.6.1.9 ATM Alpha List
- 6.10.6.1.10 GSIS Reports
- 6.10.6.1.11 Philhealth Reports
- 6.10.6.1.12 Pag-ibig Reports
- 6.10.6.1.13 BIR Forms (2316, etc.)

6.11 Learning and Development

The solution shall have Learning and Development module that keeps track of the training roadmap in reference to the competency and development plan and with functionalities as described below:

- 6.11.1 Creation of a calendar of activities for various training events of training and development opportunities offered by the agency
- 6.11.2 Creation and management of a training plan and respective participants
- 6.11.3 Record evaluation results of a training activity
- 6.11.4 Records management of qualifications, skills, training, achievements, performance, and promotions
- 6.11.5 Mentoring and Coaching
- 6.11.6 Individual Development Plan (IDP)
- 6.11.7 Competency Assessment
- 6.11.8 Facility to Download Training Certificates for in-house training

6.12 Performance Management

- 6.12.1 The solution should have performance monitoring pursuant to the Civil Service Commission (CSC)-prescribed Strategic Performance Management System, including;
 - 6.12.1.1 Individual Performance Commitment and Review (IPCR)
 - 6.12.1.2 Division Performance Commitment and Review (DPCR)
 - 6.12.1.3 Office Performance Commitment and Review (OPCR)
 - 6.12.1.4 Individual Performance Accomplishment and Review (IPAR)
 - 6.12.1.5 Division Performance Accomplishment and Review (DPAR)
 - 6.12.1.6 Office Performance Accomplishment and Review (OPAR)
 - 6.12.1.7 The monitoring Tools for IPAR, DPAR, and OPAR must have an automatic computation and must follow a Part A 80% and Part B 20% rule;
- 6.12.2 The solution should have a Records management for Qualifications, skills, training, achievements, performance, and promotions;

6.13 Data Analytics Dashboard and Reports

The solution shall have an Executive Dashboard for analytics and reports generation with the following specifications:

- 6.13.1 Includes performance dashboards in each specified report and modules
- 6.13.2 Provides demographic information such as graphs for the number of employees per age bracket, employees status, and organization unit, among others
- 6.13.3 Pre-defined charts & graphical data are presented in the dashboard to keep the management up-to-date

6.14 Health & Wellness

The solution shall have a module that manages health and wellness-related activities including medical-related activities and shall have the following functionalities:

- 6.14.1 The solution should provide a functionality to manage wellness activities thru the creation of activities and selection of participants per activity
- 6.14.2 The solution should provide a functionality to manage medical activities participated per employee
- 6.14.3 The solution should provide a functionality to record medicines and medical supplies released per employee
- 6.14.4 The solution should be able to allow the user to view the sick leaves availed per employee

6.15 Audit Trail

The solution should have audit trail records of all log-in, access, transactions, insertions, and modifications related to personnel files, corresponding databases, and all system activities as an audit trail for transparency and accountability.

7.0 NON-FUNCTIONAL AND OTHER REQUIREMENTS

- 7.1 The solution must be able to be viewed on a web browser where employees can view and update their profile. And DBM HR administrators can interact and manage the system. The software shall be able to have an automatic Back-Up System.
- 7.2 The solution should be flexible and can be integrated into other existing systems or systems already in use by the DBM.
- 7.3 After the setup, installation, and configuration of all requirements, the solution provider must provide one (1) end-user training for twenty (20) DBM personnel, consisting of DBM HR administrators and end users, covering all modules of the solution minimum duration of ten (10) days.
- 7.4 The solution provider must provide presentations/training materials, Quick Guide/User Manual, and/or similar documentation.
- 7.5 The solution should allow bulk uploading of files in Excel format.

- 7.6 The solution should be able to provide provisions to attach/use the Philippine National Public Key Infrastructure (PNPKI) Digital Certificates.
- 7.7 Technical Support for twelve (12) months
 - 7.7.1 Shall provide technical support over email and phone during the regular work week: Monday - Friday (8:00 AM – 6:00 PM Philippine Standard Time), and for all urgent problems reported and related to the proposed IHRIS. Urgent problems are defined as complete loss of service or a significant feature that is completely unavailable and no workaround exists.
 - 7.7.2 Technical Support shall include an on-site or in-the-field support service when needed.

8.0 SERVICE LEVEL AGREEMENT (SLA)

The DBM shall maintain an SLA with the contractor, with provisions for liquidated damages as indicated below for their non-compliance. Liquidated damages shall be charged against any money due, or which may become due to the contractor or collected from any securities or warranties posted by the service provider.

Component	Description	Liquidated Damages
Subscription and Implementation of the IHRIS SaaS	The contractor shall fully and completely deliver and deploy the IHRIS to the DBM within seventy-five (75) calendar days from the NTP.	1/10th of 1% of the contract price of the undelivered portion or item of the contract, shall be imposed per day of delay.

* The period for the performance of the obligations under the Contract shall not be beyond the validity of the appropriation for the Project.

9.0 CONFIDENTIALITY OF DATA

- 9.1 The service provider shall be required to sign a Non-Disclosure Agreement (NDA).
- 9.2 The DBM Enterprise Network System, its components, parts, and all products, products samples and specifications, data, ideas, technology, and technical/nontechnical materials, all or any which may be derived from any of the foregoing are strictly confidential.
- 9.3 The service provider agrees to hold all the foregoing information in strict confidence. The service provider further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the DBM.

10.0 TERMS OF PAYMENT

One-time payment shall be made, subject to the submission of the following documentary requirements, and in accordance with budgeting, accounting, and auditing laws, rules, and regulations:

- 10.1 Proof of IHRIS Software Subscription;
- 10.2 Sales Invoice/Billing Statement;
- 10.3 Certificate of Acceptance issued by the Undersecretary for Information and Communications Technology (ICT) Group; and NDA.

***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 updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184;

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 Schedule of Requirements, which may include production/delivery schedule, and/or warranty period requirements, if applicable; **and**
- (f) Conformity with the Technical Specifications, which may include manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) 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

- (h) 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

- (i) 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.

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

- (j) *[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.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form.

**Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bid) up to September 18, 2023.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).
- iv. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check

compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.”

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that “**even contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed.** It is likewise good to clarify that the requirement refers to a “statement” to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts.”

**Statement of Single Largest Completed Contract
which is Similar in Nature**
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance *	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. 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 the following requirements:
 - i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; **OR**
 - ii. at least two (2) similar contracts:
 - (a) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; **AND**
 - (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- b. The SLCC should have been completed (i.e., accepted) within the period of **September 19, 2018 to September 18, 2023**.
- c. The similar contract for this Project shall refer to the provision and installation of software as a service (SAAS) or development/deployment of software applications within the last five (5) years for any of the following systems: (i) Human Resource Information Systems; (ii) Financial Management Systems; and/or (iii) Payroll and Payment Systems. If the provision and installation of software as a service (SAAS) or development/deployment of software applications within the last five (5) years for any of the following systems: (i) Human Resource Information Systems; (ii) Financial Management Systems; and/or (iii) Payroll and Payment Systems form part of a bigger contract, only the cost component of the provision and installation of software as a service (SAAS) or development/deployment of software applications within the last five (5) years for any of

the following systems: (i) Human Resource Information Systems; (ii) Financial Management Systems; and/or (iii) Payroll and Payment Systems shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC.

- * Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).

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.: DBM-2023-39

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, procurement agent if engaged, 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, procurement agent if engaged, 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, procurement agent if engaged, 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]

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

BID FORM

Date : _____

Project Identification No. : **DBM-2023-39**

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 **Subscription to Integrated Human Resource Information System (IHRIS) using a Cloud-based Software as a Service (SaaS) for the Department of Budget and Management** 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 details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

Particulars	Quantity	Unit Cost	Total Cost (inclusive of VAT)
Subscription to Integrated Human Resource Information System (IHRIS) using a Cloud-based Software as a Service (SaaS) for the Department of Budget and Management	1,300		

If our Bid is accepted, we undertake:

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

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]*.

Signature of Authorized Signatory: _____

We acknowledge that failure to sign each and every page of this Bid Form, 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: _____

CONTRACT No. 2023-____
NAME OF PROJECT

CONTRACT AGREEMENT

THIS AGREEMENT made this ____ day of _____ 20____ between the **DEPARTMENT OF BUDGET AND MANAGEMENT** of the Philippines (hereinafter called “the Entity”) of the one part and _____ of ____ City, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly _____, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of _____ Pesos (P_____) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

3. In consideration for the sum of _____ (P _____) or such other sums as may be ascertained, _____ agrees to deliver the _____ in accordance with his/her/its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the DBM shall publish in its official website and social media platform the following post-award information:
 - (a) Project name;
 - (b) Approved budget for the contract;
 - (c) Contract period;
 - (d) Name of the winning bidder and its official business address;
 - (e) Amount of contract awarded;
 - (f) Date of award and acceptance; and
 - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

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

Secretary

for:

**DEPARTMENT OF BUDGET
 AND MANAGEMENT**

Authorized Representative

for:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2023 personally appeared the following:

NAME	VALID ID	VALID UNTIL
_____	DBM ID No. ____	

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the _____ was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 2023.

Doc. No _____;
Page No _____;
Book No _____;
Series of 2023.

