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PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

**PROCUREMENT OF THE DIGITAL FEEDBACK
MANAGEMENT SYSTEM OF THE CIVIL SERVICE
COMMISSION**

**Project Identification No. 2023-16
PR No. 2023-08-1136**

Sixth Edition
July 2020

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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



IBP Road, Constitution Hills, Batasang Pambansa Complex
1126 Quezon City, Philippines

INVITATION TO BID (IB) FOR THE

Procurement of Digital Feedback Management System of the Civil Service Commission

1. The **Civil Service Commission – Central Office**, through the **FY 2023 General Fund** intends to apply the sum of **Six Million Pesos (Php6,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for “***Procurement of Digital Feedback Management System of the Civil Service Commission***” under *Project Identification Number 2023-16*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Civil Service Commission – Central Office** now invites bids for the above Procurement Project. Delivery of the Goods as specified in Section VI (Schedule of Requirements). Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 Civil Service Commission – Central Office and inspect the Bidding Documents at the address given below during office hours.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 11, 2023** from the www.csc.gov.ph/procurement (CSC Website). Upon submission of bids, the bidder shall pay the fee in the amount of **Five Thousand Pesos (Php5,000.00)**. The bidding documents may also be secured from the CSC BAC-Secretariat upon payment of the corresponding fee. 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.

The CSC accepts manual payment at the CSC Cashier Unit located at the CSC Main Building, or online payment with the Land Bank of the Philippines (LBP) through Deposit/fund Transfer to the CSC Bids and Awards Committee Account at the LBP Batasan Branch with the following details:

Account Name : CSC BIDS AND AWARDS COMMITTEE
Account Number : 003122-1019-82

The Bidders shall submit and send through email at csc.ofam.pmd@gmail.com a scanned or screenshot image of the Transaction Receipt/Deposit Slip/Official Receipt as their proof of payment at least a day before the date of the bid opening.

Bidders which previously purchased and paid fee for the Public Bidding Documents (PBD) during the first bidding may no longer required to pay the bidding documents fee during the second bidding and thereafter for the aforesaid project.

6. The Civil Service Commission- Central Office will hold a **Pre-Bid Conference** on **14 September 2023 at 10:00 A.M.** through **videoconferencing** using *Microsoft (MS) Teams* as platform and be open to prospective bidders. Below is the invitation link to the pre bid conference:

Link here:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWE5NGE1MTItOGewNC00NDgyLTgwZmMtYmY2MTg5NzVjMjY5%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d

7. Bids must be duly received by the BAC Secretariat through online or electronic submission at the email address indicated below on or before **28 September 2023 at 9:00 A.M.** Late bids shall not be accepted.

Submission and opening of bids will be done pursuant to the guidelines set forth in GPPB Resolution No. 09-2020 and GPPB Resolution No. 12-2020. Bidders are requested to **submit manually or physically one (1) set original copy of the bid documents (in hard copy)** which shall serve as reference of the BAC on or before **28 September 2023 at 9:00 A.M. (Deadline of submission)** in the address indicated below.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount state in the ITB Clause 14.

9. **Bid Opening** will be on **28 September at 10:00 A.M.** through videoconferencing via Microsoft (MS) Teams using an invitation link below:

Link here:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDQxMjEwZTYtMjZmYy00YWY5LWE3YjEtYTFINzhhZTNhMDY0%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d

Pursuant to Item 4.2 (B) of the GPPB Resolution No. 09-2020, Bidder must allow to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.

In case of technicality/error in opening of electronic bid documents using password or problem in the internet connection in the CSC, **the BAC shall physically open and check the submitted hardcopy of bid documents** and which shall serve as references of the BAC in the bidding.

10. During BAC meetings, representative(s) of prospective bidders must present Letter of Intent/Authorization Letter from their company and must have a valid Identification Card (Company ID or any Government-issued ID) which may be done in person or through electronic means.
11. The Civil Service Commission – Central Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

CSC-CO BAC Secretariat
Civil Service Commission – Central Office
IBP Road, Constitution Hills, Quezon City
Trunkline No. (02) 8931-7935 or 39, local 508
Direct Line: (02) 8931-7990; Fax No. 8931-8029
Email Address: csc.ofam.pmd@gmail.com

13. You may visit the following websites for downloading the Bidding Documents.

www.csc.gov.ph/procurement or www.philgeps.gov.ph



ATTY. ARIEL G. RONQUILLO

CSC Assistant Commissioner

Chairperson, CSC CO Bids and Awards Committee (BAC)

September 4, 2023

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the project “**Procurement of Digital Feedback Management System of the Civil Service Commission**” under Project Identification Number 2023-16.

The Procurement Project (referred to herein as “Project”) is composed 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 General Fund* in the amount of **Six Million Pesos (Php6,000,000.00)**.

2.2. The source of funding is the General Fund.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/ webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- 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 the **BDS**.

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 28, 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 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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, <u>contracts similar to the Project</u> shall be:</p> <ul style="list-style-type: none"> a. Procurement of Digital Feedback Management System. b. Completed in <u>three (3) years</u> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is allowed.
12	The price of the Goods shall be quoted DDP <i>Quezon City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>One Hundred Twenty Thousand Pesos (Php120,000.00)</u>, 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 <u>Three Hundred Thousand Pesos (Php300,000.00)</u> if bid security is in Surety Bond.
15	<p>Bidders are requested to submit manually or physically one (1) set copy of original bid documents (in hardcopy) <u>on or before 28 September 2023 at 9:00 A.M.</u> at Civil Service Commission – Central Office, IBP Road, Constitution Hills, Quezon City.</p>
19.3	The Project shall be awarded in one Contract.
20.2	<p>For purposes of Post-Qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion. 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). 3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids.

	<p>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.</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 revised 2016 IRR of RA No. 9184.

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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 to Quezon City. In accordance with INCOTERMS.”</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 Director Fia Salumbides / Ms. Ethel Montemayor of the Public Assistance and Information Office (PAIO), CSC Central Office.</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; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within a month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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>
	<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 to the Terms of Payment indicated in Section VI Schedule of Requirements.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months	Statement of Compliance of the Bidder
1	Procurement of the Digital Feedback Management System (DFMS) of the Civil Service Commission	One (1) Lot	1	<p>DELIVERY PERIOD</p> <p>Pilot DFMS ALPHA shall be accomplished by June 2024.</p> <p>Delivery and acceptance of the DFMS final version must be on or before 30 August 2024.</p> <p>Request for extension on particular deliverables will be given due consideration depending on justifications provided by the winning bidder. Such request is subject to the approval of the Commission</p>	

TERMS OF PAYMENT:

A one-time acceptance charge and a payment milestone arrangement shall be observed until the completion of the deliverables. The full payment of the DFMS shall be made upon certification of complete delivery and full acceptance of the project and all the terms and conditions provided for in the contract are religiously complied with.

Milestone Payment System:

Phase	Payment Milestone	Percentage of Project Cost
January 2024	Creation of chatbot features and content development <ul style="list-style-type: none"> - Building of content/knowledge base and detailed conversation flow/conversation tree - Building of visual identity – icon, widgets and logo type - Populate content 	10%
February 2024	Conduct of hands-on training for CSC composed of ITD, technical team, process owners on the installation,	20%

	setup/configuration, management, deployment, upgrading of firmware and system navigation as well as knowledge management development, updating and uploading of the System prior to completion of the project;	
March 2024	Initial installation, testing, and revision based on Service Provider Deliverables (Part IV.D of the approved TOR)	20%
June 2024	Pilot DFMS ALPHA modification of the system based on the end user's list of issues that arose during the pilot run.	20%
July 2024	Conduct public launch of CHATBOT BETA (start of user testing) and customize/update based on user feedback and performance monitoring	20%
On or before 30 August 2024	Delivery and acceptance of DFMS final version and issuance of certification of completion and full acceptance of the project and all the terms and conditions provided for in the contract are religiously complied with.	10%

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance of the Bidder
	<p>Name of the Project : Procurement of Digital Feedback Management System of the Civil Service Commission</p> <p>Place of Delivery : Civil Service Commission – Central Office</p> <p>Approved Budget : PhP6,000,000.00</p>	
	<p>I. BACKGROUND</p> <p>Consistent with the vision of the Civil Service Commission (CSC) that by 2030, it shall be the leader in empowering people and organizations in human resource and organizational development, and serving the public through streamlined and digitalized services, the CSC is institutionalizing the DFMS. The establishment of the DFMS supports the objective of the CSC to improve customer experience and continuously innovate its social and regulatory processes.</p> <p>The DFMS is also anchored on the following major initiatives of the government:</p> <ol style="list-style-type: none"> 1) the Philippine Development Plan (PDP) 2023-2028, particularly on Good Governance and Improvement of Bureaucratic Efficiency; 2) the constitutional mandate of the CSC under Executive Order No. 292 or the Administrative Code of 1987; 3) Republic Act (RA) No. 11032 or the Ease of Doing Business and Efficient Government Service Delivery Act of 2018; and 4) the adoption of a CSC Quality Management System which provides for continual improvement of CSC systems and processes for its customers. <p>One of the CSC’s platforms for customer engagement is its official Facebook Page. Data collected from Facebook Insights, Facebook’s free analytics tool, suggests that the CSC Facebook Page serves as an effective channel for information dissemination, public assistance, and feedback management. Followers of the CSC Facebook page continue to increase every year, from 302,091 in 2017 to 1,179,796 as of 31 December 2022. Most of the followers are women (67.50%), within the age range of 25-34 years old.</p>	

	<p>The Facebook page caters to thousands of clients, with the least number of conversations registered at 1,533 conversations a month or approximately 70 conversations per working day; while the most number of conversations pegged at an average of 12,316 conversations a month or approximately 560 conversations per working day.</p> <p>While the page ended 2017 with 100% response rate and averaged 98.83% for 2018, the page was not able to sustain its high response rate after the significant rise of messages received in the succeeding years. According to Facebook Help, response rate is the percentage of new messages that a page sends an initial response to on the day they're received. Facebook deems a page "Very Responsive" when the response rate is at 90% or higher, with a response time within 15 minutes. As of 31 December 2022, the CSC's Facebook Page recorded 79% response rate.</p> <p>In March 2022, the Office of the Chairperson directed concerned CSC offices to respond to high-priority feedback on the comments section of the CSC Facebook page. However, Facebook Administrators had difficulty in answering queries and other concerns in the comments section due to its volume. Therefore, as a temporary measure, the Contact Center ng Bayan (CCB) agents were tasked to answer concerns through a ticket system. The CCB agents answer concerns of customers through private message, using the information available to them. They assign ticket numbers to clients who have other concerns. These queries which cannot be addressed by the agent are referred to heads of agencies through their human resource management officers/administrative officers designated as Bilis Aksyon Partners in resolving transactions such as complaints or requests for assistance. Once a referral is resolved, the assigned transaction ticket number is then closed.</p> <p>Considering the high volume of complaints and requests for assistance received by the CSC, an effective digital feedback management system capable of responding to all messages and comments of CSC customers on Facebook and later on in the CSC website, upcoming messaging application tools, and other customer management relation platforms.</p> <p>This initiative is reinforced by the digitalization thrust of the CSC.</p> <p>II. OBJECTIVES</p> <p>The new technology on feedback management utilizes artificial intelligence (AI) software that can simulate conversation (or a chat) with a user in natural language through messaging and mobile applications.</p>	<p style="text-align: center;">Statement of Compliance of the Bidder</p> <hr/>
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	<p>Specifically, the feedback management aims to:</p> <p>a. Enhance customer experience by enabling them to solve their concerns/issues/queries through self-service (chatbot) eliminating waiting time and delivering instantly available information 24/7; and</p> <p>b. Capture data and information on these feedback engagements and analyze them for evidence-based policy-making and implementation, program development, and service delivery improvement.</p> <p>III. APPROVED BUDGET FOR THE CONTRACT (ABC)</p> <p>The Civil Service Commission shall undertake the procurement of the Digital Feedback Management System of the CSC through Competitive Bidding pursuant to Republic Act No. 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations.</p> <p>The DFMS has an Approved Budget for the Contract (ABC) amounting to SIX MILLION PESOS (Php6,000,000.00) inclusive of VAT/Government Tax/service charge for a three-year subscription to a digital feedback management system.</p> <p>IV. SCOPE OF SERVICES AND DELIVERABLES</p> <p>The technical specifications of the TOR are generic and non-specific to any particular vendor, including its relevant characteristic, functionality and performance requirements in compliance with the Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act), which provides that “reference to brand names shall NOT be allowed except for items or parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment.”</p> <p>The prospective bidders shall bid to provide the following:</p> <p>A. DFMS Functionalities/Features:</p> <ul style="list-style-type: none"> • Keyword-based search technology and able to deploy suggestive typing; • Language adaptive, supports Natural Language Processing (NLP) and Natural Language Understanding (NLU) of English and Filipino, and other major Philippine languages or dialects as the procuring entity may request based on collected data on customer profiles; 	<p style="text-align: center;">Statement of Compliance of the Bidder</p> <hr/>
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		<p style="text-align: center;">Statement of Compliance of the Bidder</p> <hr/>
	<ul style="list-style-type: none"> • Auto-respond basic and general queries and/or request for information or service, and provide randomized spiels if same question is asked to create a more human like experience instead of "robotic" repetitive answers; • Ability to be trained with new vocabulary per domain or intent of skills; • Ability to translate the GUI mock-up flow design into a BotML or YAML code; • With secure user account management facility with corresponding One-Time Pin(OTP) or verification/authentication mechanism to ensure only authorized CSC users can access, make changes, and feed content into the system; • Ability to feed utterances in the platform in bulk upload or through importation of csv file; • Provides simultaneous access to unlimited number of customers and transactions and ability to instantly reply to FAQs 24/7; • Prompts subscription to CSC news and announcements as well as direct traffic to the CSC Facebook Page via blast to followers and evidence-based hyper-target of audience; • Have facility for information sharing, should allow uploading of documents, images, and videos; • Has fallback feature/human takeover (for escalation) through which an agent/action officer takes over the conversation in case the chatbot is not able to resolve a customer query; • Must have the ability to connect/adapt the bot with the existing or future customer relationship management system of the CSC's contact center facility for seamless handover or escalation of concerns to live agents and be able to achieve integrated data collection and analytics in both systems. <p>B. DFMS System and Interface Requirements</p> <ul style="list-style-type: none"> • System optimized in high-resolution and is responsive across common operating systems in computer and mobile devices, including screens/window sizes, orientation, and browser platform; • Allows CSC administrators to add customized buttons and widgets, text, graphics, images, and videos for better navigation and overall user experience, such that these enhancements can be accommodated without affecting overall system performance; • Virtual service hosting that runs the application through web service interface able to configure the application; and 	

		<p style="text-align: center;">Statement of Compliance of the Bidder</p> <hr/>
	<ul style="list-style-type: none"> • Supports server-less and cloud storage of data files. <p>C. DFMS Data Management</p> <ul style="list-style-type: none"> • In-app feedback mechanism for assessing customer satisfaction and/or integration of the CSC Customer Feedback Satisfaction Survey in the system; • Generate report of queries elevated or unresolved for the purpose of being included in the knowledge database updating; • Provides real-time report generation based on the data sets and coverage periods (daily, weekly, monthly, quarterly, semestral, and annual) as may be required by the CSC, with capacity for data analytics and dashboard visualization; • Prompts Privacy Notice or Confidentiality Agreement to collect users' consent to get name and other personal information at the beginning of the conversation, as well as before user uploads any supporting document, image, or video; • Uses encryption to protect personal data in transit and at rest. All personal data stored in digital formats shall be encrypted using industry-standard encryption algorithms, and all communications between the CSC's systems and external networks shall be encrypted; and • Generates unique Page-scoped ID (PSID) to retrieve user profile information that can be used to personalize the experience of people. <p>D. Service Provider Deliverables</p> <ul style="list-style-type: none"> • Supply, delivery, installation, and provision of trainings to enable the CSC to fully administer the DFMS; • Facilitate transfer of application source code and the same must be turned over before the subscription period ends; • Develop detailed conversation flow/conversation tree to enable CSC to edit based on arising user needs/demand for information; • Customize/configure the system based on CSC requirements on list of services and features of the application/system such as integration in the website, content uploading, and upcoming messaging application tools; • Develop an all-in-one chat/feedback platform for service delivery, and tools such as automated and audience engagement, in-app feedback mechanism for 	

	<p>assessing customer satisfaction; and specific report generation; among others;</p> <ul style="list-style-type: none"> • Secure software/cloud technology to create and store data, knowledge, and digital master file of the information on audience gathered, among other information; • System/application must deploy security tools which may include anti-malware, Content Delivery Network (CDN), Anti-DDos, Web Application Firewall, among others. A secure system requires the following: <ul style="list-style-type: none"> - implement measures and protocols aimed at protecting and safeguarding the software, cloud technology, and the associated database, knowledge, and digital master files, - ensure the confidentiality, integrity, and availability of the information on the audience and other gathered data. This includes employing robust encryption techniques, access controls, authentication mechanisms, regular backups, and monitoring systems to mitigate potential risks and unauthorized access; - establish a reliable and trustworthy environment that minimizes the likelihood of data breaches, unauthorized modifications, or loss of information, and - immediate/automatic upgrade to the latest stable and vulnerable free version of the OS and/or software after its official release; • Conduct hands-on training for CSC composed of ITD, technical team, and process owners on the installation, setup/configuration, management, deployment, upgrading of firmware and system navigation as well as knowledge management development, and updating and uploading of the System prior to completion of the project; • The training must capacitate CSC technical team to handle technical issues: <ul style="list-style-type: none"> - Training on the building, development, updating of the knowledge base, and renewal of Service Level Agreement (SLA) after the subscription period; - for onsite training setup, the winning bidder must provide the training venue, facilities, handouts, and meals and snacks during the training, - if an onsite training is not feasible, a virtual web seminar shall be conducted, and the entire visual environment is created to be used in simulation, • Provide user and process manual on the system and its application as well as a technical manual on the server and system installation; 	<p style="text-align: center;">Statement of Compliance of the Bidder</p> <hr/>
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		<p style="text-align: center;">Statement of Compliance of the Bidder</p> <hr/>
	<ul style="list-style-type: none"> • Submit offers with detailed specifications, diagrams, catalogues, and other relevant documents and must indicate in the specifications sheets whether the software offered complied with each specified requirement; • Allow pilot testing of the system, for a period agreed upon between both parties, through deployment among targeted group of users and debugging prior to acceptance of the final version. Service provider shall modify/adjust the system based on the end user's list of issues arising from the testing phase; and • In case of system glitches or system malfunction or power down: <ol style="list-style-type: none"> 1. Submit a critical incident report in case of, but not limited to, technical glitches and untoward incidents. Immediate report must be made to CSC and there must be a certification on to actions taken to resolve, and 2. Make available Technical Support Engineer to attend to end users' phone-in or email service request, inquiries and assistance for software-related technical support/issues as well as support the end user in case of technical issues that may arise in the system, as may be required. <p>V. WARRANTY AND MAINTENANCE</p> <p>The DFMS MUST be covered by warranty for the duration of the subscription from the date of acceptance by the procuring entity. During the warranty period, the service provider shall:</p> <ul style="list-style-type: none"> • Apply all updates, patches/fixes, version upgrades and new versions, if any, within 15 days of their availability and should carry out the installation and operationalization of the same at no additional cost to the procuring entity; • Provide/render on-call technical support service during the warranty period. Technical support can be delivered, in the form of a telephone call, electronic -email, and/or onsite support, subject to the discretion of the procuring entity. In the that service provider, after having been notified of technical issues or glitches in the system, fail to make the necessary repairs within the prescribed period, the procuring entity may proceed to take reasonable and remedial actions, as may be necessary; • Assign a Technical Engineer under Section IV hereof. The maintenance service of the Technical Engineer must be rendered within the business hours of 8:00 a.m. and 5:00 p.m. (local time), Monday through Friday, exclusive local public holidays. Substantive remedial 	

	<p>action must be taken within two hours from receipt of the service request, with a cutoff at 3:00 p.m. (local time). The Technical Engineer will respond on the next business day to any instance where the receipt of the service request is after the applicable cut-off time;</p> <ul style="list-style-type: none"> • Provide additional maintenance service after the warranty period, which may be subject of a contract to be renewed annually; and • Indemnify the procuring entity against all third-party claims of infringement from the use of the DFMS or any parts thereof. <p>VI. BIDDER QUALIFICATIONS</p> <p>Bidders of the DFMS must:</p> <p>a. Have experience in the deployment and maintenance of a digital feedback management system and related projects/initiatives within the last three years;</p> <p>b. Have completed a similar project in the development of a feedback management system that collects, tracks, and responds to feedback costing at least 50% of the amount of the ABC of the herein proposed project;</p> <p>c. Be engaged in the IT business and/or related field in the Philippines for at least three years;</p> <p>d. Have business models on the Internet of Things (IoT) which is generally defined as a network of interrelated devices that connect and exchange data with other IOT devices and the cloud; and</p> <p>e. Have model/application/system/software of a digital feedback management.</p> <p>VII. CONFIDENTIALITY</p> <p>The winning bidder is required to execute a Non-Disclosure Agreement with the CSC.</p> <p>The winning bidder shall observe confidentiality of information obtained in the course of the project and shall coordinate only with identified point person/s from the CSC.</p> <p>VII. DELIVERY PERIOD</p> <p>Pilot DFMS ALPHA shall be accomplished by June 2024.</p>	<p style="text-align: center;">Statement of Compliance of the Bidder</p> <hr/>
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**Statement of
Compliance of the
Bidder**

Delivery and acceptance of the DFMS final version must be on or before 30 August 2024.

Request for extension on particular deliverables will be given due consideration depending on justifications provided by the winning bidder. Such request is subject to the approval of the Commission.

IX. TERMS OF PAYMENT

A one-time acceptance charge and a payment milestone arrangement shall be observed until the completion of the deliverables. The full payment of the DFMS shall be made upon certification of complete delivery and full acceptance of the project and all the terms and conditions provided for in the contract are religiously complied with.

Milestone Payment System:

Phase	Payment Milestones	Percentage of Project Cost
January 2024	Creation of chatbot features and content development - Building of content/knowledge base and detailed conversation flow/conversation tree - Building of visual identity – icon, widgets and logotype - Populate content	10%
February 2024	Conduct of hands-on training for CSC composed of ITD, technical team, process owners on the installation, setup/configuration, management, deployment, upgrading of firmware and system navigation as well as knowledge management development, updating and uploading of the System prior to completion of the project;	20%

	March 2024	Initial installation, testing, and revision based on Service Provider Deliverables (Part IV.D of the approved TOR)	20%	
	June 2024	Pilot DFMS ALPHA modification of the system based on the end user's list of issues that arose during the pilot run.	20%	
	July 2024	Conduct public launch of CHATBOT BETA (start of user testing) and customize/update based on user feedback and performance monitoring	20%	
	On or before 30 August 2024	Delivery and acceptance of DFMS final version and issuance of certification of completion and full acceptance of the project and all the terms and conditions provided for in the contract are religiously complied with.	10%	

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

Bid Form

Date: _____

Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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

**Statement of All On-Going Government and Private Contracts,
Including Contracts Awarded but Not Yet Started, Whether Similar
or Not Similar in Nature and Complexity to the Contract to be Bid**

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

*Note: The following documents must be made available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** (if available) or (c) **User's Certificate of Acceptance/Completion** (if available)*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Republic of the Philippines



Government Procurement Policy Board