PHILIPPINE ECONOMIC ZONE AUTHORITY

Procurement of Information Security Management System (ISMS) and Data Privacy Technical Documentation (PEZA-HO-2024-03)

Government of the Republic of the Philippines

(2024)

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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

Re-bidding of the Procurement of Information Security Management System (ISMS) and Data Privacy Technical Documentation (PEZA-HO-2024-03)

1. The **Philippine Economic Zone Authority, hereafter referred to as "The Procuring Entity"** through the **Corporate Budget for the Year 2024** intends to apply the sum of **Two Million Five Hundred Thousand Pesos (₱ 2,500,000.00) being the ABC to payments under the contract for the Re-bidding of the Procurement of Information Security Management System (ISMS) and Data Privacy Technical Documentation (PEZA-HO-2024-03).** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Procuring Entity now invites bids for the above Procurement Project. Delivery of the Goods is *required within the specified period stated in Section VI. Schedule of Requirements*. Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

a. 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 Procuring Entity and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays, 9:00AM to 4:00PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **26 March 2024** from the given address and website(s) indicated at Item No. 14 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱ 5,000.00)** The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

   Interested Bidders shall send an email at bacsec@peza.gov.ph for the issuance of an order of payment. All PEZA transactions and fees can only be paid through https://epay.peza.gov.ph.

6. The Procuring Entity will hold a Pre-Bid Conference on **02 April 2024, 2:00 PM** at **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and/or **through video conferencing or webcasting via Microsoft Teams**, which shall be open to prospective Bidders.

7. Interested Bidders shall inform the PEZA-BAC, through its Secretariat, by sending an email at **bacsec@peza.gov.ph**, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference.

8. **Hard copies and soft copies of bids (1 original, 1 copy and a soft copy in USB)** must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **16 April 2024**, 1**2:00 NN**. Late bids shall not be accepted.

   To ensure the proper submission of bids, all bidders are required to submit a single, securely sealed and appropriately marked "Mother Envelope" containing all the necessary documents outlined in this ITB and Section VIII of the bidding documents. Each envelope must be clearly labeled and include the following details:

   1. Name/Project Title of the contract to be bid;
   2. Name and address of the bidder;
   3. Recipient Bids and Awards Committee (BAC)/Procuring Entity (PE); and
   4. "Do not open before [date/time of opening of bids]"

   Contents of the Mother Envelope:

Envelope 1 (Original Copy)	**Envelope 2** (Copy of Original Copy)
COPY 1: Technical Component Envelope - Must be in accordance to Section 8 of this Bidding Document	COPY 2: Copy of Technical Component Envelope
COPY 1: Financial Component Envelope - Must be in accordance to Section 8 of this Bidding Document	COPY 2: Copy of Financial Component Envelope
One (1) USB COPY	

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on **16 April 2024**, **3:00 PM** at the **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and through video conferencing or webcasting via Microsoft Teams to observe social distancing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Activity	**Schedule**
Posting of Invitation to Bid	26 March 2024
Issuance and Availability of Bid Documents	26 March 2024 - 16 April 2024
Pre-Bid Conference	02 April 2024, 2:00 PM
Deadline for Submission of bids	16 April 2024, 12:00 NN
Opening of Bids	16 April 2024, 3:00 PM

11. The Procuring Entity 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:

    Philippine Economic Zone Authority
    Bids and Awards Committee (BAC) Secretariat
    8th Floor, Double Dragon Center West Bldg., DD Meridian Park,
    Macapagal Avenue Pasay City
    Email: bacsec@peza.gov.ph
    Tel. No. 8551-3451 local 338
    www.peza.gov.ph

14. You may visit the following websites: For downloading of Bidding Documents: *http://www.peza.gov.ph/bid-opportunities*

21 March 2024

(sgd)
ANIDELLE JOY M. ALGUSO
CHAIRPERSON

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority* wishes to receive Bids for the **Procurement of Information Security Management System (ISMS) and Data Privacy Technical Documentation (PEZA-HO-2024-03).**

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 *CY 2023* in the amount of ₱ 2,500,000.00

2.2. The source of funding is:

GOCC and GFIs, the proposed Corporate Operating Budget.

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

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project **on 2:00PM, 02 April 2024** at its physical address *PEZA Conference Room 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City* and/or through videoconferencing/webcasting via Microsoft Teams 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 **(5) 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.

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

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to 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:

a. 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 120 days. 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

16.1. 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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Design, development, implementation, documentation review, planning, pre-certification assessment/ guidance, and conduct of training related to ISO 27001/ISMS b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Sub-contracting is not allowed
12	The price of the Goods shall be quoted 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with International Commercial Terms (INCOTERMS) for this project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **₱100,000.00** 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 **₱250,000.00** if bid security is in Surety Bond.
19.3	The Procurement of Information Security Management System (ISMS) and Data Privacy Technical Documentation (PEZA-HO-2024-03)

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	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: "The delivery terms applicable to the Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with INCOTERMS." "The delivery terms applicable to this Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Management Information Systems Department (MISD)** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	Intellectual Property Rights – 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.
2.2	The terms of payment shall be as follows: *(Please refer to payment terms under Section VII)*

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	**Procurement of Information Security Management System (ISMS) and Data Privacy Technical Documentation (PEZA-HO-2024-03)**	1	Lot	To be delivered in phases not exceeding 365 Days upon receipt of NTP. (refer to Section VII of the Bid Document for complete details)

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

Bidders must indicate whether they "Comply" or "Not Comply" with each specification's requirements, along with the page number of the relevant document.

RATIONALE

Information security is vital in establishing and sustaining trust between PEZA and its stakeholders, maintaining compliance with relevant regulations, and protecting PEZA's reputation. Security of these information assets is essential in PEZA's operation and managing overall risk. As PEZA holds and processes information through its systems and procedures, PEZA's officers and staff are responsible to ensure that such assets are systematically given attention through appropriate protection against unauthorized disclosure, modification, misuse, destruction, and non-availability. It is imperative to protect PEZA's information assets from all forms of threats through secure information sharing, consistent and professional use of information, clarity on rules in using and protecting information, establishment of business continuity, effective risk management and compliance to relevant prevailing rules and regulations. Hence, in order to streamline and document practice and standards which will protect its information assets, PEZA has previously conducted an intricate study of its Information and Communication and Technology environment and safeguards and crafted its Information Security Management System (ISMS) and Data Privacy documents last 2015-2017.

However, with the changes in business rules, internal policies, national regulations, cybersecurity trends, strategic plans and Information and Communications Technology (ICT) infrastructure for the past years, there is a need for PEZA through its Management Information Systems Department (MISD) to update its existing Information Security Management System (ISMS) and Data Privacy documents. This shall be accomplished through revision and reinforcement of obsolete policies, formulation of new standards, incorporation of new technologies and amendment of roster of variables which may impact PEZA's information security.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification in the allotted section.

No.	DESCRIPTION/SPECIFICATION	**Statement of Compliance** State whether "Comply" or "Not Comply"
I.	**OBJECTIVES**	
	To achieve the successful implementation of this technical documentation services, the following objectives are as follows:	
	1. To assess the current information security environment and controls of PEZA vis-à-vis changes in relevant ICT standards, best practices and regulatory requirements.	
	2. To evaluate PEZA's existing internal control mechanisms on the protection of its information assets through the redevelopment and implementation of standard-based management system for information security in accordance with ISO/IEC 27001:2022 ISMS framework and its domains, such as but not limited to Organizational, People, Physical and Technological.	

	3. To examine and standardize ICT outsourcing practices and usage of electronic and digital signature.	
	4. To determine and establish a disaster recovery and business continuity plan ensuring ICT processes will continue in the event of a disaster.	
	5. To validate whether documentation on Acceptable Use, Data Privacy, Privacy Management and Privacy Impact Assessment is still up to date and rectify any obsolescence if found.	
	6. To identify existing MISD forms, policies, procedures and manuals that shall be affected in the formulation and revision of various of ISMS and Data Privacy policies and analyses.	
	7. To bolster the awareness of the organization with the ISMS standards.	
II.	**SCOPE OF WORK**	
	The engagement shall cover PEZA's ISMS and Data Privacy practices, its corresponding information systems, software, communication systems, and network infrastructure, its management related to office applications, to implement the ICT services provided to internal and external clients. The Provider shall:	
	1. Assess the current state of the Information Security Management of PEZA on its various sites such as: a. PEZA Head Office (Pasay City) b. Baguio City Economic Zone (Baguio City) c. Cavite Economic Zone (Rosario, Cavite) d. Mactan Economic Zone (Lapu-Lapu City, Cebu) e. Joint-PEZA Customs Office - Ninoy Aquino International Airport (JPCO-NAIA) (Pasay City) f. Joint-PEZA Customs Office – Manila International Container Port (JPCO-North) (City of Manila)	
	2. Review documents and records required by ISO/IEC 27001:2022;	
	3. Provide support and assistance in the implementation of the revised ISMS and Data Privacy policies;	
	4. Instill ISMS awareness to the organization and cascade changes in the ICT policies brought by this engagement.	
III.	**RESPONSIBILITIES OF THE PROVIDER**	
	The Provider must have the expertise, experience, and capacity to implement the technical documentation services and shall be responsible for the following:	
	1. Assessment of Current State of Information Security Management Review, analyze and assess the existing core business processes and Information Security environment in PEZA.	
	2. Formulation and Revision of Various ISMS and Data Privacy Documentation	

	The Provider shall guide and assist PEZA in making necessary documentations in compliance with the requirements of ISO/IEC 27001:2022 and relevant data privacy and cybersecurity regulations including the review on the existing manuals/documentation, operational instruction and determine if it is still applicable to the current setup of PEZA. The Provider will submit the required manuals and analyses to PEZA for the implementation of the new and revised policies.	
	3. Collection of Relevant Information The Provider shall conduct actual and on-site gathering of relevant data and information that are necessary in the assessment of ISMS process; and ensure that the data and information is consistent with the interpretation of the results.	
	4. Adherence to Confidentiality The Provider shall maintain confidentiality on information gathered for the project. The Provider shall enter a Non-disclosure Agreement (NDA) with PEZA and release of any data or information regarding thereto shall require consent from PEZA and/or its personnel in accordance with the Data Privacy Act. The use of PEZA's name or that of any of its officers, employees or staff for publicity, advertising or other commercial purposes shall be prohibited.	
	5. Protection of PEZA's Intellectual Property All intellectual property including interview summaries, minutes of the meeting, studies, analyses, assessments, reports, presentations, photographs, audio recordings, videos, policies, and manuals produced under the engagement of the technical documentation services shall belong to and remain a property of PEZA. Reproduction, distribution, full or partial publication of the said intellectual property beyond the purpose of completing the technical documentation services and without consent of PEZA is strictly forbidden.	
	6. Assumption of Incidental and other Miscellaneous Expenses The Provider shall shoulder any incidental and other miscellaneous expenses incurred by their party during the conduct of technical documentation services, such as but not limited to cost of transportation, meals, lodging, communication, internet connection, courier, data storage, software licenses, printing, and reproduction. The Provider shall be solely responsible for the reservation, availment and procurement activities related to the said expenses.	

RESPONSIBILITIES OF PEZA

PEZA shall facilitate the technical documentation services with the assistance of the Provider, by providing the following:

1. Coordination with concerned PEZA offices and ad hoc committees regarding the information needed by the Provider in the conduct of technical documentation services;
2. Technical and secretariat support to the work such as for meetings, presentations, and other related activities; and
3. Review and approval of deliverables submitted by the Provider
4. Payment of approved deliverables

No.	DESCRIPTION/SPECIFICATION	Statement of Compliance State whether "Comply" or "Not Comply"
IV.	**QUALIFICATIONS OF PROVIDER**	
	The Provider who will assist PEZA in crafting and revising its policies shall possesses the following:	
	1. The Provider must be ISO/IEC 27001 certified OR Recognized Cybersecurity Assessment Provider (RCAP) for ISMS by the Department of Information and Communications Technology (DICT).	
	2. The Provider must be PhilGEPS registered.	
	3. The Provider should have at least five (5) years of relevant experience in performing ISMS technical documentation services and handled two (2) ISMS-related engagements.	
	4. The Provider should have previously provided ISMS technical documentation services on at least one (1) other government agency.	
	5. Provider team members must have the expertise, experience, and capacity to implement the project. Such technical team shall be comprised of specialists that are highly knowledgeable with ISO/IEC 27001:2022. Each member should be a graduate of any four (4) year course. Each member should also have at least five (5) years of relevant work experience in the field of project management, IT security, protection of information assets, risk management, business continuity, and other computer controls.	
	6. The Project Leader/Manager should possess at least (1) of the following professional certificates: • Certified ISO 27001 Lead Implementer (ISO/IEC 27001 LI) • Certified ISO 27001 Lead Auditor (ISO/IEC 27001 LA)	
	7. All other team members should possess at least (1) of the following professional certificates: • Certified Information Systems Auditor (CISA) • Certified Data Protection Practitioner (CDPP) • Certified Cybersecurity Practitioner (CSX(F)) • Certified Cyber Security Foundation Professional (CSFPC) • Certified Information Systems Security Professional (CISSP) • Certified in Risk and Information Systems Control (CRISC) • Control Objectives for Information and Related Technology Foundation Certificate (COBIT(F))	
V.	**EXPECTED DELIVERABLES**	
	The Provider shall submit to PEZA a well-defined workplan which includes the duration of activities with corresponding specific date of deadline and corresponding deliverables to be produced for each activity. The Provider shall also submit relevant reports and certificates in the conduct of the technical documenting services. The activities should include review and revision of existing documentation, creation of new policies, interview with concerned personnel, system and process walkthroughs, ocular on-site visit, guidance on conducting assessments and cascading of changes in the policy. The Provider shall assign a point person which shall	

No.	DESCRIPTION/SPECIFICATION	Statement of Compliance State whether "Comply" or "Not Comply"
	ensure proper coordination on the project status and administrative matters with PEZA.	
	The deliverables to be submitted shall include the following: Creation of: 1. ICT Outsourcing Policy 2. ICT Business Continuity and Disaster Recovery Plan[1] 3. Policy on the Use of Digital and Electronic Signatures[2] 4. Project and Training Documentation in relation to the Technical Documentation Services Review and Updating of: 1. Information Security and Management System Manual, aligned with ISO/IEC 27001:2022 standards, which includes the following domains: a. Organizational; b. People; c. Physical; d. Technological 2. Acceptable Use Policy 3. Privacy Impact Assessment[3] 4. Data Privacy Manual[4] 5. Privacy Management Program[4] [1] Shall focus on ICT and shall act as a reference document in the Public Service Continuity Plan (PSCP) and Business Impact Analysis (BIA) that PEZA is currently crafting. [2] In compliance with COA Circular No. 2021-006 [3] NPC Advisory No. 2017-03 [4] NPC Privacy Toolkit, 3rd edition	
VI.	**MODE AND TIMELINE OF SUBMISSION OF DELIVERABLES**	
	The timeframe for the technical assistance to be provided by the Provider shall be for a period of three-hundred sixty-five (365) calendar days equivalent of actual work from receipt of Notice to Proceed (NTP). All deliverables submitted by the Provider shall be reviewed and approved by PEZA.	
	Phase 1: Planning and Preparations Deadline of Submission: Within 15 calendar days after receipt of NTP Activity: Project Management Planning and Kick Off Deliverable: Project Workplan (timeline, methodology, project team composition) Activity: Conduct of Gap Assessment Deliverable: Gap Assessment Report	

No.	DESCRIPTION/SPECIFICATION	**Statement of Compliance** State whether "Comply" or "Not Comply"
	Activity: ISMS Awareness Training (Face-to-Face/Hybrid) Deliverables: Training Plan, Training Presentation, Certificates of Participation, Training Report with Photos	
	Phase 2.1: ISMS 27001:2022 Controls Assessment Deadline of Submission: Within 105 calendar days after receipt of NTP Activity: Organizational Controls Assessment Deliverable: Organization Controls Report Activity: People Controls Assessment Deliverable: People Controls Report	
	Phase 2.2: ISMS 27001:2022 Controls Assessment Deadline of Submission: Within 195 calendar days after receipt of NTP Activity: Physical Controls Assessment Deliverable: Physical Controls Report Activity: Technological Controls Assessment Deliverable: Technological Controls Report	
	Phase 3: Revision and Formulation of Relevant ICT Policies Deadline of Submission: Within 240 calendar days after receipt of NTP Activity: Review of Acceptable Use Constraint and Practices Deliverable: Acceptable Use Policy Activity: Study on ICT Outsourcing Risk and Procedure Deliverable: ICT Outsourcing Policy Activity: Study on Utilizing Digital and Electronic Signatures Deliverable: Policy on the Use of Digital and Electronic Signature	
	Phase 4: Adherence to Data Privacy Policies Deadline of Submission: Within 295 calendar days after receipt of NTP Activity: Assessment of various Data Privacy Risks Deliverable: Privacy Impact Assessment Activity: Assessment of Data Protection and Security Measures Deliverable: Data Privacy Manual	

No.	DESCRIPTION/SPECIFICATION	Statement of Compliance State whether "Comply" or "Not Comply"
	Activity: Review of Procedure on Compliance to Privacy-related Regulations Deliverable: Privacy Management Program	
	Phase 5: Evaluation of ICT Resiliency Deadline of Submission: Within 355 calendar days after receipt of NTP Activity: Evaluation of Procedure on ICT Business Continuity and Disaster Recovery Deliverable: ICT Business Continuity and Disaster Recovery Plan	
	Phase 6: Project Closure Deadline of Submission: Within 365 calendar days after receipt of NTP Activity: Cascading/Rollout of New ISMS, Data Privacy, and other relevant ICT Policies (Face-to-Face/Hybrid) Deliverables: Training Plan, Training Presentation, Certificates of Participation, Training Report with Photos, Project Sign-off Document	
	The Provider shall provide both hard and digital copies to PEZA for each deliverable. For digital copies, deliverables for Phase 1 and Phase 6 shall be submitted in PDF format while deliverables for Phase 2 up to Phase 5 shall be in DOCX/Word format. The said deadline does not preclude the Provider from submitting the deliverables ahead of time. If the deadline falls on a weekend, the last date of submission shall fall on the last working day prior to the said deadline.	
VII.	**MODE OF PROCUREMENT**	
	The procurement of the technical documentation services shall be undertaken through Competitive Bidding pursuant to RA No. 9184 and its revised IRR and shall be sourced from PEZA's Corporate Operating Budget (COB).	
VIII.	**PAYMENT SCHEME AND SCHEDULE**	
	The Contract Price of the technical documentation services shall be inclusive of the following: • All government taxes, fees, and charges • Cost of prerequisite activities and documentations not mentioned in the list of deliverables • Incidental and other miscellaneous expenses mentioned in Item III.6	

No.	DESCRIPTION/SPECIFICATION	**Statement of Compliance** State whether "Comply" or "Not Comply"
	Phase 1: Planning and Preparations Cost: 10% of the Contract Price Deliverables: Project Workplan (timeline, methodology, project team composition), Gap Assessment Report, Training Plan, Training Presentation, Certificates of Participation, Training Report with Photos	
	Phase 2.1: ISMS 27001:2022 Controls Assessment Cost: 15% of the Contract Price Deliverables: Organization Controls Report, People Controls Report	
	Phase 2.2: ISMS 27001:2022 Controls Assessment Cost: 15% of the Contract Price Deliverables: Physical Controls Report, Technological Controls Report	
	Phase 3: Revision and Formulation of Relevant ICT Policies Cost: 15% of the Contract Price Deliverables: Acceptable Use Policy, ICT Outsourcing Policy, Policy on the Use of Digital and Electronic Signature	
	Phase 4: Adherence to Data Privacy Policies Cost: 15% of the Contract Price Deliverables: Privacy Impact Assessment, Data Privacy Manual, Privacy Management Program	
	Phase 5: Evaluation of ICT Resiliency Cost: 20% of the Contract Price Deliverables: ICT Business Continuity and Disaster Recovery Plan	
	Phase 6: Project Closure Cost: 20% of the Contract Price Deliverables: Training Plan, Training Presentation, Certificates of Participation, Training Report with Photos, Project Sign-off Document	
	Payment shall be processed upon the acceptance of all deliverables in each phase by authorized/designated signatories of PEZA. Deliverables for Phases 1, 2.1 and 2.2 should be sequentially accepted first prior to the acceptance of the succeeding phases. For Phases 3, 4 and 5, the Provider may opt to submit the deliverables in no particular order subject to the deadline of submission mentioned in Item VI. Deliverables for Phase 6 should be submitted last after all deliverables from previous phases have been submitted.	

No.	DESCRIPTION/SPECIFICATION	**Statement of Compliance** State whether "Comply" or "Not Comply"
IX.	**LIQUIDATED DAMAGES**	
	If the Provider refuse or fail to satisfactorily complete the project within the specified contract time or request extension of time provided in the contract without the approval of the PEZA, the Provider shall pay liquidated damages, and not by way of penalty, an amount as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract without prejudice to any other action or remedy it may take to recover the losses incurred as a result of the Provider's failure/non-performance, including but not limited to, forfeiture of performance security and/or blacklisting of the latter. For entitlement to such liquidated damages, PEZA need not to prove damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become sue to the Provider under the contract at PEZA's convenience.	

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) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Duly signed Schedule of Requirements in accordance to Section VI of this bid document; **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.

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.

Standard Bidding Forms not included in this Bid Document may be downloaded at the gppb website link as follows: https://www.gppb.gov.ph/downloadable-forms/#tab-61412

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 ofClient/ Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Project inthe Contract	Kindsof Goods	Total Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government						
Private						

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the PEZA]** and private contracts which may be **similar or not similar** to the project subject of the bidding) as of the deadline for the submission of bids.

ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or its equivalent term.

iii. The total amount of the ongoing and awarded but not yet started contracts must be consistent with those used in the Net Financial Contracting Capacity (NFCC).

APPENDIX "1"

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.

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

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

(if none, state "None") *]*

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by *[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: _____

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 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 : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

s

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; and

   ii. It should have been completed (i.e., accepted) within five (5) years prior to the deadline for the submission of bids.

Note: 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 and/or Completion from the bidder's client, or an Official Receipt or a Sales Invoice.

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