



PHILIPPINE BIDDING DOCUMENTS

Provision of Service for the Operation and Management of the Department of Trade and Industry (DTI) – Customer Contact Center

Government of the Republic of the Philippines

**Bidding No. 22-003
24 February 2022**

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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

Provision of Service for the Operation and Management of the Department of Trade and Industry (DTI) – Customer Contact Center

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2022 and/or continuing appropriations intends to apply the sum of **Three Million Three Hundred Twenty-Eight Thousand Pesos (PhP3,328,000.00)** being the ABC to payments under the contract **Provision of Service for the Operation and Management of the Department of Trade and Industry (DTI) – Customer Contact Center (Bidding No. 22-003)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Trade and Industry now invites bids for the **Provision of Service for the Operation and Management of the Department of Trade and Industry (DTI) – Customer Contact Center**. The Services must be completed within the contract duration stated in Section VI. 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 Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **28 February 2022** from the given address and website(s) below 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 (PhP5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.
6. The Department of Trade and Industry will hold a Pre-Bid Conference on **07 March 2022, 9:30AM** through video conferencing or webcasting via Zoom,

which shall be open to prospective bidders. Zoom Meeting link is contained in Section III (Bid Data Sheet).

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9 AM of 21 March 2022**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **21 March 2022, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The bidders may submit their bids in any of the following form:
 - 10.1. Physical submission of the documents on the address stated below; or
 - 10.2. Electronic submission of bids with the following guidelines:
 - 10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
 - 10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
 - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
 - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
 - If the first and second file were corrupted, the third file shall be opened.
 - If the third file was corrupted, the bidder shall be automatically disqualified.
11. The Department of Trade and Industry 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:

Mary Ann D. Yulas

Assistant Chief, Procurement Management Division
Human Resource and Administrative Service
Department of Trade and Industry

G/F, Trade and Industry Building
361 Sen. Gil Puyat Avenue, Makati City
Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515
Email: **MaryAnnYulas@dti.gov.ph**
Website: **www.dti.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.dti.gov.ph/good-governance-program/transparency-seal/bac-resources/>

For online bid submission:

BACSecretariat@dti.gov.ph

24 February 2022

SGD.

MARY JEAN T. PACHECO
Assistant Secretary
Chairperson
DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids, for the **Provision of Service for the Operation and Management of the Department of Trade and Industry (DTI) – Customer Contact Center**, with identification number **22-003**.

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

a. The GOP through the source of funding as indicated below for 2022 in the amount of **Three Million Three Hundred Twenty-Eight Thousand Pesos (PhP3,328,000.00)**.

b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

capable will be evaluated.

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

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- i. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

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.
- 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:

- b. 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 e.

- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for **one hundred twenty (120) calendar 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Provision of Service for the Operation and Management of Customer Contact Center;</p> <p style="margin-left: 40px;">a. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p> <p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7.1	Subcontracting is not allowed.
8	<p>The Department of Trade and Industry will hold a Pre-Bid Conference on 07 March 2022, 9:30AM through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.</p> <p>Join Zoom Meeting https://zoom.us/j/98037461373?pwd=d3VkcWxDNUFhVWVhR2hMM0RlWlJHQk9T09</p> <p>Meeting ID: 980 3746 1373 Passcode: 099893</p>
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> <p style="margin-left: 40px;">a. The amount of not less than Sixty-Six Thousand Five Hundred Sixty Pesos (PhP66,560.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than One Hundred Sixty-Six Thousand Four Hundred Pesos (PhP166,400.00) if bid security is in Surety Bond.</p>
15	<p>a. Physical Submission: Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.</p> <p>b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).</p>

17	<p>Bid opening shall be on 21 March 2022, 9:30AM at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p> <p>Join Zoom Meeting: https://zoom.us/j/92117285065?pwd=b1JqcjBkMWVLUzJHcFZjbkRtcDIRQT09</p> <p>Meeting ID: 921 1728 5065 Passcode: 087245</p>
19.3	<p>The lot(s) and reference is/are: Provision of Service for the Operation and Management of Customer Contact Center.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

these purposes.

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

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>Patricia May M. Abejo <i>Director</i> Knowledge Management and Information Service Trade and Industry Bldg., 361 Sen. Gil J. Puyat Ave., Makati City</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;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <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>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

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	Delivered, Weeks/Months	Statement of Compliance
1	Provision of Service for the Operation and Management of Customer Contact Center	1 lot	April 23, 2022 to December 31, 2022	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>1.0 PROJECT OBJECTIVE</p> <p>The project aims to plan, design, configure, customize, test and implement a fully outsourced contact center solution, inclusive of system, infrastructure, human resources, and location under one entity which can deliver such work.</p> <p>The Provider shall become accountable to the DTI as the central contact point in providing information on DTI programs and services.</p> <p>Specifically, it aims to engage the services of a Provider which is fully equipped with technology and staffing resources to be able to provide:</p> <ol style="list-style-type: none"> 1. Efficient delivery of service that shall maintain the required service level agreement (SLA) in each communication channel; systematic report generation; and highly secure handling of data and information; 2. Reliable in-house and up-to-date telephony and Customer Relationship Management (CRM) system for integrating and consolidating queries received through various communication channels; and 3. Highly knowledgeable and skilled contact center agents who will provide prompt and accurate response to all inquiries. <p>2.0 SCOPE OF WORK AND DELIVERABLES</p> <p>The project output shall be the provision of full contact center solution, which shall be operated at the Provider's premises for the duration of the Project.</p> <p>The Provider shall be able to comply with the specifications enumerated under each of the following components:</p> <ol style="list-style-type: none"> I. <u>Contact center services</u> <ol style="list-style-type: none"> A. General requirements The Provider shall have a fully equipped contact center set-up which should be able to: <ol style="list-style-type: none"> 1. Provide services to respond to all inquiries received through the different communication channels, existing of which are as follows: <ol style="list-style-type: none"> 1.1 Landline through the number 1-384 (1-DTI) 1.2 Mobile phone (voice and SMS) through the DTI number (0917) 834-3330, through DTI COVID 	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as</i></p>

	<p>hotlines (0926) 612-6728 and (0956) 091-6570 (both through SMS)</p> <p>1.3 Facebook account(s), including through <u>Private Messaging</u> and <u>Wall Posts</u></p> <p>1.4 Twitter account through @DTIPhilippines through Timeline and Direct Message</p> <p>1.5 Email address through <u>ask@dti.gov.ph</u></p> <p>1.6 Malasakit Help Desk (MHD) located at the Ground Floor of the DTI Trade and Industry Building, 361 Sen. Gil J. Puyat Avenue, Makati City. The MHD is also designated as the receiving point for walk-in Freedom of Information queries.</p> <p>2. Establish a team of agents to handle inquiries in all communication channels.</p> <p>3. Operate from 8:00 a.m. to 5:00 p.m., Mondays to Sundays, except national holidays/nonworking days, with one (1) agent assigned at the MHD from Mondays to Fridays, excluding national holidays/nonworking days, from 8:00 a.m. to 5:00 p.m. Work suspension in government shall not apply.</p> <p>4. Provide web-based real-time system to record and manage inquiries through a unified, interface providing singular view of all inquiries and all other data received from all communication channels.</p> <p>5. Record complete conversations between an agent and a client for voice channels, and transcript of the exchange of messages between an agent and a client for non-voice channels.</p> <p>6. Render extra hours, which shall be subject to separate billing, as exigencies may be requested by the DTI.</p> <p>7. Ability to respond to inquiries and gather client satisfaction feedback from the prescribed communication channels and according to the key metrics specified in the attached Section VII: Service Level Agreements.</p> <p>B. Handling inquiries</p> <p>1. All agents shall handle inquiries classified as Level 1 or 2 as follows:</p> <p>1.1 Level 1 inquiries include the following:</p> <p>a) Inquiries about DTI and those which are directory assistance in nature (e.g. contact details and location of a particular DTI Bureau/Office or its attached</p>	<p><i>appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
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	<p>Agencies and Corporations, Negosyo Centers);</p> <ul style="list-style-type: none"> b) Information that can be found on the DTI website; and c) Information provided in the DTI Knowledge Base where agents should be able to immediately provide the information for these types of inquiry. <p>1.2 Level 2 inquiries are those which are referred to a particular DTI Bureau/Office or its attached Agencies and Corporations, Negosyo Centers, or other government agencies for further information. Agents should be able to provide the contact details of the concerned office; a mechanism to track such referrals shall be maintained.</p> <p>2. Only inquiries outside Level 1 and Level 2 may be forwarded to the DTI based on an agreed process of escalation. (See related Section VII on Escalation Rate)</p> <p>C. Professional Services The Provider shall provide the following human resource requirements:</p> <ul style="list-style-type: none"> 1. Contact center agents who meet the following qualifications: <ul style="list-style-type: none"> a) Must have completed at least a 2-year curriculum in college or its equivalent (with foundation skills training provided by the Provider); b) With at least one (1) year experience on frontline services, preferably for a government account; c) Must be fluent in English and Filipino, both oral and written; d) Excellent customer service skills; and e) Above-average computer skills. 2. Project Management Team (PMT) which should meet the following requirements: <ul style="list-style-type: none"> a) Composed of one each: Project Manager, Supervisor, and Team Leader; and b) The Project Manager should have at least five (5) years of experience in the contact center industry, demonstrating a range of experience, including government. <p>Any change(s) in the team should be communicated to DTI with the replacements as may be warranted, meeting the above same qualifications, before such change/s is/are implemented.</p>	
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	<p>II. <u>Software and Infrastructure</u></p> <p>The Provider should provide a system which guarantees 99.99% uptime rate at all times. It shall have capabilities that are as follows:</p> <ol style="list-style-type: none">1. Available and accessible – its systems shall be available and accessible to its users at all times to accommodate all incoming calls and queries2. Quality of service – its systems shall ensure high quality and reliability of both voice and data services3. Redundancy – its systems shall be protected from system failures, data losses, among others, and shall be operational with no service interruption in disaster or similar situations4. Security – its systems shall be compliant with existing industry standards and requirements <p>A. Telephony System</p> <ul style="list-style-type: none">• The Provider's system shall be able to accommodate DTI's existing subscription for hosted voice service where the DTI's contact number (i.e. landline number 1-384/1-DTI) is managed.• The system shall have the ability to transfer calls to any DTI Offices.• The system should have Session Initiation Protocol (SIP) capability.• The system shall be able to record 100% of all calls, which shall be indexed, with search capability. All calls must be logged and recorded.• The system shall have an Interactive Voice Response System (IVRS) with functionalities such as status announcements, text to speech, among others. The voice prompt, script, etc. shall be subject to review and approval of DTI. <p>B. Customer Relationship Management (CRM) System</p> <ul style="list-style-type: none">• The system should be web-based, secure, as well as scalable to allow modifications and accommodation of additional channels, as may be necessary.• DTI shall have access to the Provider's CRM system through a secure network connection. It shall be provided access for in-house support to other channels that may be created/added as necessary.• A demonstrable, working, proof-of-concept shall be provided and conducted during post-qualification.• An actual/physical post-qualification presentation of the provider's CRM, including its functionalities and capabilities, shall be conducted and should fully and tangibly meet the requirements of DTI.• The CRM should ensure 100% adoption of the prescribed data fields to be collected, otherwise known as the DTI Data Catalogue.	
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	<p>III. <u>Ownership of data, data retention and archiving</u></p> <p>A. All data collected by the Provider shall be based on and complied with the prescribed DTI Data Catalogue, including recorded conversations from voice and non-voice, owned by DTI.</p> <p>B. The Provider shall be able to provide a dedicated cloud storage for recording all data. Collected information shall be transmitted every quarter to DTI through the Knowledge Management and Information Service (KMIS) within one (1) week of the first month of the succeeding quarter.</p> <p>C. The Provider shall, at any given time, be able to provide DTI access to any of these informations as the need may arise.</p> <p>IV. <u>Monitoring and evaluation of performance</u></p> <p>A. The Provider shall be subject to monthly evaluation of its performance as provided in the prescribed key metrics listed in Section VII of this TOR.</p> <p>B. Failure of the Provider to meet the SLA shall be subject to penalties specified in Section VII: Service Level Agreements.</p> <p>V. <u>Reports</u></p> <p>The Provider shall submit reports enumerated below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Type of Report</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> I. Report on Transactions <ul style="list-style-type: none"> • Per category and subcategories as appropriate </td> <td style="vertical-align: top;"> A. Number and nature of inquiries with supporting details B. Peak day of the week, month, quarter and year-to-date C. Day with the lowest and highest number of inquiries D. Daily, weekly and monthly average of inquiries </td> </tr> <tr> <td style="vertical-align: top;"> II. Contact center stats <ul style="list-style-type: none"> • Per channel • Per concern and subcategories as appropriate </td> <td style="vertical-align: top;"> A. Number of inquiries received B. Number of inquiries responded to within prescribed time C. Number of abandoned inquiries </td> </tr> <tr> <td style="vertical-align: top;"> III. Client profile </td> <td style="vertical-align: top;"> A. Based on channel and concern info B. Data fields to be prescribed and provided by DTI (prior to project implementation, after issuance of Notice to Proceed) </td> </tr> </tbody> </table>	Type of Report	Details	I. Report on Transactions <ul style="list-style-type: none"> • Per category and subcategories as appropriate 	A. Number and nature of inquiries with supporting details B. Peak day of the week, month, quarter and year-to-date C. Day with the lowest and highest number of inquiries D. Daily, weekly and monthly average of inquiries	II. Contact center stats <ul style="list-style-type: none"> • Per channel • Per concern and subcategories as appropriate 	A. Number of inquiries received B. Number of inquiries responded to within prescribed time C. Number of abandoned inquiries	III. Client profile	A. Based on channel and concern info B. Data fields to be prescribed and provided by DTI (prior to project implementation, after issuance of Notice to Proceed)	
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III. Client profile	A. Based on channel and concern info B. Data fields to be prescribed and provided by DTI (prior to project implementation, after issuance of Notice to Proceed)									

<p>IV. Client satisfaction feedback</p>	<p>A. Response rate B. Satisfaction rate C. Comments from clients D. Provide documentation of CSF administration and analysis</p>	
<p>V. Other Reports</p>	<p>A. Performance Reports (per required service level) – monthly, per channel B. Others as may be required</p>	
<ul style="list-style-type: none"> • The types of report enumerated in I, II, III, and IV shall be submitted on a daily, weekly, monthly, and quarterly basis on the following schedule: <ul style="list-style-type: none"> ➤ Daily report – before 6:00 p.m. of the day in review ➤ Weekly report – on or before 10:00 a.m. of the day following the weekly cut-off ➤ Monthly, quarterly, and semestral reports – within three (3) business days of the succeeding month, quarter, or semestral as applicable ➤ Annual report – one week after the end of the year ➤ Terminal report – submitted two (2) weeks after the end of contract ➤ CSF reports to be incorporated in the weekly, monthly and annual report submission • These shall be subject to review; additional reports may be prescribed by DTI as may be needed. 		
<p>VI. <u>Knowledge Resources</u></p>		
<p>A. The Provider shall adopt the existing Knowledge Base of DTI, which should be accessible within the CRM system for easy retrieval of information by the agents.</p> <p>B. The Knowledge Base shall be updated regularly and approved before officially adding to the said document as may be necessary to maintain accuracy of information. It is the Provider’s responsibility to inform the Department of any arising issues or concerns being received at the contact center to be able to provide the necessary information. The Provider shall have the documented and updated Knowledge Base at any given time and shall make this available to DTI as may be required.</p> <p>C. At the end of the project implementation, the Provider shall be able to submit to DTI an updated Knowledge Base, created through the updates that have been applied, as appropriate, throughout the duration of the project.</p>		
<p>VII. <u>Service Level Agreements</u></p>		
<p>Key Metrics</p>	<p>Minimum Requirement</p>	<p>Penalty</p>
<p>A. Response Benchmarks</p>		

<p>1. Service level rate Percentage of clients assisted within the prescribed time per communication channel</p>		
<p>1.1 Landline and mobile voice</p>	<ul style="list-style-type: none"> • 80% of all landline and mobile voice calls should be answered within 20 seconds • All calls received after the operation hours of the current day, i.e. 5:01 p.m. to 7:59 a.m. the following day, shall be received through a voicemail system and responded/returned the following day • All dropped calls and voicemail messages received, if any, during normal operation hours should be returned within the same day 	<ul style="list-style-type: none"> • Penalty shall be 0.9% of the total monthly payment due
<p>1.2 Email (ask@dti.gov.ph)</p>	<ul style="list-style-type: none"> • 100% of messages should be immediately acknowledged upon receipt and should be responded to within twenty-four hours from time of receipt • All messages received after the operation hours of the current day, i.e. 5:01 p.m. to 7:59 a.m. the following day, shall be responded to 	<ul style="list-style-type: none"> • Penalty shall be 0.6% of the total monthly payment due

		within the following day	
	1.3 Social networking (Facebook Wall and Private Messaging, Twitter Timeline and Messages)	<ul style="list-style-type: none"> • 100% of queries/post made should be responded to within twenty-four hours from the time the query/post was published • All messages received after the operation hours of the current day, i.e. 5:01 p.m. to 7:59 a.m. the following day, shall be responded to within the following day 	<ul style="list-style-type: none"> • Penalty shall be 0.9% of the total monthly payment due
	1.4 Mobile SMS	<ul style="list-style-type: none"> • 100% of SMS received shall be responded to within four (4) hours from time of receipt • All messages received after the operation hours of the current day, i.e. 5:01 p.m. to 7:59 a.m. the following day, shall be responded to within the following day 	<ul style="list-style-type: none"> • Penalty shall be 0.3% of the total monthly payment due

	<p>1.5 Malasakit Help Desk</p> <ul style="list-style-type: none"> • 100% of clients should be assisted at time of visit 	<ul style="list-style-type: none"> • Penalty shall be 0.6% of the total monthly payment due 	
	<p>2. Average handling time (voice calls)</p> <ul style="list-style-type: none"> • Not more than six (6) minutes after three (3) months from project implementation; should not, however, apply to incumbent provider 	<ul style="list-style-type: none"> • Penalty should be 0.3% of the total monthly payment due 	
	<p>B. Service Benchmarks</p>		
	<p>1. Client Satisfaction</p> <ul style="list-style-type: none"> • Should be collected after every transaction, per communication channel 	<ul style="list-style-type: none"> • At least 60% formula of CSF Rating (based on a prescribed scale) 	<ul style="list-style-type: none"> • If service level is not met, penalty shall be 0.9% of the total monthly payment due
	<p>2. First Call Resolution Rate (FCR)</p> <ul style="list-style-type: none"> • Percentage of transactions that are resolved on first attempt without referring the client to a colleague, superior or calling back the client 	<ul style="list-style-type: none"> • 90% FCR 	<ul style="list-style-type: none"> • Penalty shall be 0.3% of the total monthly payment due
	<p>3. Productivity level</p> <ul style="list-style-type: none"> • Number of hours of productive work based on an 8-hour duty 	<ul style="list-style-type: none"> • 7.5 hours of productive work based on the login hours by agents 	<ul style="list-style-type: none"> • Penalty shall be 0.6% of the total monthly payment due

<p>4. Complaints</p> <ul style="list-style-type: none"> Number of complaints reported to Government hotline 8888 and/or DTI about the promptness of response or accuracy of information given by the Provider 	<ul style="list-style-type: none"> Zero valid customer complaints 	<ul style="list-style-type: none"> Penalty shall be 0.9% of the total monthly payment due
<p>5. Escalation Rate</p> <ul style="list-style-type: none"> Number of customer queries elevated to DTI 	<ul style="list-style-type: none"> No more than five percent (5%) across all channels 	<ul style="list-style-type: none"> Penalty shall be 0.3% of the total monthly payment due
<p>6. System Benchmark</p> <ul style="list-style-type: none"> Telephony and Customer Relationship Management systems uptime 	<ul style="list-style-type: none"> 99.99% uptime rate 	<ul style="list-style-type: none"> Penalty shall be 0.3% of the total monthly payment due

Note: Combined penalties should not exceed 3% of monthly billing.

VIII. Other requirements

- A. The Provider shall provide feedback to DTI on process improvements and related measures.
- B. The Provider shall not be allowed to do sub-contracting arrangement with another entity.
- C. The Provider shall be able to submit its proof of compliance with the Data Privacy Act, at the minimum, shall be the notarized Registration of Data Processing System: Data Protection Officer – DPO, with an active registration with and acknowledged by the National Privacy Commission (NPC).

IX. Data and Information Security and Confidentiality

The Provider shall ensure the privacy and security of any and all confidential, privileged, personal, and/or sensitive personal information that the Provider’s officers, employees, or agents may have access to; and shall store, use, dispose, and otherwise process the said confidential, privileged, personal and/or sensitive personal information in accordance with the Data Privacy Act (RA

	<p>10173) or expiration of this contract. Any violation of the provisions of these Acts by the corresponding sanctions, penalties, or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.</p> <p>3.0 SCHEDULE OF PAYMENT</p> <p>The payment to the Provider shall commence on the date stated in the Notice to Proceed. Payments made shall be based on a monthly billing and subject to appropriate taxes and existing accounting and auditing rules and regulations.</p> <p>4.0 PENALTIES</p> <p>Penalty shall be applied to the monthly billing as may be determined, beginning on the fourth month of the project implementation (except for the incumbent provider, where the penalty will apply automatically on the first month), if the service level is not met by the Provider.</p> <p>5.0 PROVISION FOR PROJECT PREPARATION AND MOBILIZATION</p> <p>The Provider, excluding the incumbent Provider, shall be given no more than thirty (30) days from the issuance of the Notice to Proceed as the period to prepare for project implementation. It shall submit an implementation plan (see Sections I and II) covering this 30-day period, which shall include among others gathering DTI’s business requirements; developing and implementing the training tools; hiring agents; developing/customizing/configuring telephony and related systems, including integration and testing of and compatibility with DTI systems, among others. Any costs incurred during this period shall be on the account of the Provider.</p> <p>6.0 BID SUBMISSION REQUIREMENTS (FOR POST-QUALIFICATION)</p> <p>The bidders shall include in their proposal the following plans to ensure that service delivery is according to set standards in application systems implementation:</p> <ul style="list-style-type: none"> A. Project Management Plan – shall include concept, implementation and execution of the project, as well as the curriculum vitae of the agents and PMT; B. Project Implementation Plan – shall include schedule/timeline of gathering and delivery of business requirements as agreed by both parties. It shall also provide for quality assurance, to ensure that this is implemented to ensure utmost efficiency; C. Training Plan – the Provider shall design a training program for approval of DTI; D. Business Continuity and Risk Management Plan; 	
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	<p>E. Change management, to report any changes on the project’s scope, resources allocation or scheduling, subject to a mutually-agreeable plan for DTI and the Provider;</p> <p>F. Proof of compliance with the Data Privacy Act, including among others registration and other reportorial requirements; and</p> <p>G. Performance Reports or Certification from previous or existing clients, which includes the different channels and the corresponding total number of inquiries handled on a per account/client basis. The bidder must achieve the passing overall Satisfactory rating by its current or previous client/s. For the incumbent participating in the bidding, it must achieve all the targets set in the Service Level Agreement for the last two months of the rating period.</p> <p>7.0 EXTENSION</p> <p>In the event that an extension period will be requested on a month-to-month basis until a new contract has been awarded to a new provider, the same monthly billing per month will be applied for the extended period. The extension shall be subject to Appendix D of Republic Act 9184.</p>	
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Conforme:

 Name & Signature of the
 Authorized Representative

 Name of Company

 Date

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

- (f) 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 (Annex A); **and**
- (g) 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 (Annex B); **and**
- (h) 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 (Annex C); **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) (Annex D); **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

- (k) 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**
- (l) 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

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (Annex E); **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (Annex F).

Statement of Ongoing Contract/s

This is to certify that _____ (Name of Company) _____ has the following ongoing contract/s:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements (if applicable)

 Name of Company/Bidder

 Signature over printed Name of
 Authorized Representative

 Date

ANNEX B

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements

Name of Company/Bidder

Signature over printed Name of
Authorized Representative

Date

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2022 at _____, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules in Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibit to me his/her _____ with his/her photograph and signature appearing thereon, with no. _____ issued by _____.

Witness my hand and seal this ____ day of _____ 2022.

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ANNEX D

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2022 at _____, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules in Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibit to me his/her _____ with his/her photograph and signature appearing thereon, with no. _____ issued by _____.

Witness my hand and seal this ____ day of _____ 2022.

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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	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 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: _____

ANNEX F

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

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: _____

Contract Agreement Form for the Procurement of Goods (Revised)

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]

