



PHILIPPINE BIDDING DOCUMENTS

DOCUMENT CLEANUP AND DATABASE UPDATING PROJECT FOR THE SECURITIES AND EXCHANGE COMMISSION

Competitive Bidding No. 2025-12

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations of Republic Act No. 12009.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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*. (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. (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. (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. (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.

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. (IRR, Section 5[n])

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*. (IRR, Section 5[r])

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 50.3 of the IRR of RA No. 12009.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR DOCUMENT CLEANUP AND DATABASE UPDATING PROJECT FOR THE SECURITIES AND EXCHANGE COMMISSION

1. The Securities and Exchange Commission (SEC), through the FY 2025 Annual Operating Budget of SEC, intends to apply the sum of **Twenty-Two Million Pesos (Php22,000,000.00)** being the ABC to payments under the contract for Document Cleanup and Database Updating Project for the Securities and Exchange Commission under Competitive Bidding No. 2025-12. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The SEC now invites bids for the above Procurement Project. Delivery of the Goods is required in FY 2025 as specified in Section VI (Schedule of Requirements) of this Bidding Document. Bidders should have completed, within five (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 non-discretionary “*pass/fail*” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

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 SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 14 April 2025 from the given address and websites below and upon payment of the applicable fee/s for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php22,500.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

It may be downloaded free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

The prospective bidders are advised to send an email at fpbaluyot@sec.gov.ph to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- Print 2 copies of PAF:
 - 1 Client Copy
 - 1 LandBank Copy
- Accomplish the on-Coll Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:
 - Reference Number 1 - PAF No.
 - Reference Number 2 - Name of Payor appearing on the PAF
- Present On-Coll Payment Slip, together with the PAF, to the LandBank Teller

For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment: <https://www.sec.gov.ph/sec-payment-portal>
- Enter PAF Reference Number
- Select preferred payment option:
 - Debit/Credit Card
 - Paymaya Wallet/GCash
- Enter email address and verification code
- Click proceed to payment

6. The SEC will hold a Pre-Bid Conference on **21 April 2025, 11:00AM** at the 7F MSD Conference Room, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **05 May 2025, 11:00 AM**. 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 **05 May 2025, 11:15 AM** at the given address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The SEC 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 Section 70 of the IRR of RA No. 12009, without thereby incurring any liability to the affected bidder or bidder.
11. For further information, please refer to:

Procurement Unit

7F The SEC Headquarters
7907 Makati Ave., Salcedo Village
Brgy. Bel-Air, Makati City
Telephone No.: 8818-5330
Electronic mail: fpbaluyot@sec.gov.ph

12. You may also visit the following websites:

<https://www.sec.gov.ph>
<https://www.philgeps.gov.ph>

14 April 2025



OLIVER O. LEONARDO
BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Securities and Exchange Commission (SEC), wishes to receive Bids for the **Document Cleanup and Database Updating Project for the Securities and Exchange Commission under Competitive Bidding No. 2025-12.**

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2025 Budget of SEC in the amount of **Twenty-Two Million Pesos (Php22,000,000.00).**
- 2.2. The source of funding is **FY 2025 Annual Operating Budget of SEC.**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 12009 and its IRR, 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 the IRR of RA No. 12009 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.
- 5.2.1. 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. 12009 and its 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 52.4.1.3 of the IRR of RA No. 12009, the Bidder must have completed, within a period of five (5) years from the submission of the bid, an SLCC amounting to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 52.4 of the IRR of RA No. 12009.

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.
- 7.2. 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 MSD Conference Room, 7th Flr. The

SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Brgy Bel-Air, Makati City 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 five (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 79.6 of the IRR of RA No. 12009.
- 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 60.2 of the IRR of RA No. 12009.

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 120 calendar days from the date of opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 58.4 of the IRR of RA No. 12009 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 59 of the IRR of RA No. 12009.

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 79 of the IRR of RA No. 12009.

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 61.2 of the IRR of RA No. 12009.

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 52.4.1.4 of the IRR of RA No. 12009. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one 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 52.4.1.4 of the IRR of RA No. 12009, 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

- 20.1. 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 66.5 of the IRR of RA No. 12009 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be any contract relative to document cleanup and/or database updating completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP, Makati, NCR or the applicable 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 Php440,000.00 <i>[equivalent to two percent (2%) of ABC]</i>, 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 Php1,100,000.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) originally signed certified true copy of the original documents and electronic copy of first and second components of bids shall be submitted upon instructions of the BAC thru the BAC Secretariat at any time after the opening of bids. Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.
19.3	No further instructions.
20.1	The Bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements: 1. All the eligibility documents supporting the PhilGEPS Certificate of Registration (Platinum Membership); 2. Latest Income Tax Returns filed and paid through the Electronic Filing and Payments System (EFPS); and 3. Quarterly VAT Returns (Form 2550Q) with proof of filing and/or payment within the last six (6) months preceding the date of bid submission. 4. Certificate of Proof of Concept (POC); schedule of POC shall be coordinated with the BAC Secretariat
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 12009 and its 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 112.1 and 112.2 of the IRR of RA No. 12009 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 Section 71.1.5 of the IRR of RA No. 12009.

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 68 of the IRR of RA No. 12009.

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 90.1 of the IRR of RA No. 12009.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
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: Delivery of the Goods and Services shall be made by the Service Provider 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 <i>Mr. Noel Ara</i>. 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. Regular and Recurring Services – The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.
2.2	Payment shall be made monthly upon turnover of deliverables as indicated and in the Terms of Reference (Section VII. Technical Specifications). For the final payment and settlement of contracts, the following will be required from supplier: • Tax Clearance Certificate for Final Settlement of Government Contracts (TCFG) • Certification of Collectible Final Payment (CCFP)
4	The inspections and tests will be conducted in accordance with Section VII. Technical Specifications.

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.

Lot No.	Description	Quantity	Delivered, Weeks/Months
1	Document Cleanup and Database Updating Project for the Securities and Exchange Commission	1 lot	Contract implementation shall commence within thirty (30) days from issuance of the Notice to Proceed or as indicated therein

Delivery Address: The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air Makati City.

I hereby certify to comply and deliver the above requirements immediately upon receipt of the Notice to Proceed.

Signature : _____
Printed Name of the Authorized Representative : _____
Company Name : _____
Date : _____

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

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

Technical Specifications

I. DESCRIPTION:

PROVISION OF SERVICES TO INCLUDE SKILLED PERSONNEL, HARDWARE, AND DESKTOP COMPUTERS TO REVIEW AND UPDATE SEC ELECTRONIC RECORDS AND DATABASES

II. OBJECTIVES OF THE PROJECT:

The project aims to identify all unwanted electronic documents such but not limited to Articles of Incorporation, By-Laws including all Amendments, General Information Sheet (GIS), Audited Financial Statements, Increase and Decrease in Capital Stock, Articles of Partnership including all its Amendments, which are currently in various legacy systems of SEC and deleting those which are obsolete or no longer needed, updating its related indexes before uploading and maintaining in the final system.

III. RATIONALE:

To enable the SEC to upgrade its facilities in the retrieval of SEC documents, there is a need to update and cleanup its electronic records stored in databases, files and storage systems.

Over time, data can become outdated, duplicated, or erroneous. Cleaning up records ensures that the data remains accurate and reliable for decision-making processes.

Cleaning up records will help SEC ensure that sensitive data is properly managed and protected.

Large volumes of unnecessary or redundant data can slow down the performance of applications and systems. By removing unnecessary records, you can improve system performance and response times.

Removing unnecessary records frees up storage space, reducing the need for additional storage resources and potentially lowering operational costs.

Removing irrelevant or erroneous records ensures that analytics are based on reliable information, leading to more informed decision-making.

Accurate records can improve the overall internal and public user experience by presenting relevant and up-to-date information.

IV. DETAILS OF THE PROJECT:

A. ESTIMATED VOLUME:

The total documents for review, cleanup and updating is 40,000,000 images.

B. PROJECT RESOURCES

- Overall Project Supervisor and Team Leaders
- Skilled Project-Based Personnel
- Desktop computers
- Database and Inventory Software
- Data Capture Software for review and updating of documents and related information
- Uploading and Retrieval Software
- Network Attached Storage (NAS)
 - Minimum Specification
 - Enterprise Network Attached Storage (2 X 12TB, 8GB RAM, Intel® Xeon® D-1541 8-core 2.1 GHz processor, Dual Power Supply)
 - 2-year support
 - To be turned over to SEC at the end of the project

C. PROJECT DURATION

The project will be for a period of twelve (12) months.

D. The INDEX FIELDS for creation or updating are as follows:

- a. SEC Number
- b. Company Name
- c. Document Type (583 types)
- d. Date Period
- e. Data Approved
- f. Date Received
- g. Page Start
- h. Page End
- i. Document ID Number
- j. CD Number
- k. Film Number
- l. Blip Number
- m. Status

E. DOCUMENT CLASSIFICATION TYPES:

FORM TYPE	DOC TYPE	CATEGORY
19-BD	FORM 19-BD: BKR DLR ADVISR REG	Registration Docs
19-R	FORM 19-BDR: BKR DLR ADV RENEW	Registration Docs
19-S	FORM 19-S: BD SALESMAN REG	Registration Docs
19-SR	FORM 19-SR: BD SALESMAN RENEW	Registration Docs
19-ST	FORM 19-ST: BD SALESMAN TERMIN	Registration Docs
24COL	BD NTCE COLLAT BELOW PRINCIPAL	Registration Docs
24DEP	BD NTCE NOT MAKE REQ DEPOSIT	Registration Docs
24MAT	BD NTCE MATURITY DEBT/CAP PROB	Registration Docs

24NET	BD NTCE MINIMUM NET CAPITAL	Registration Docs
24SUB	BD SUBORD AGREEMT FOR APPROVAL	Registration Docs
25EXT	BD APPL EXTEND CUST PMT PERIOD	Registration Docs
281-1	RENEWAL OF BROKER/DEALER	Registration Docs
281-4	RENEWAL OF SALES MAN/ASSOC PER	Registration Docs
28-BD	FORM 28-BD:BROKER/DEALER APPLN	Registration Docs
28BDW	NOTICE OF WITHDRAWAL FROM REGI	Registration Docs
28-BO	FORM 28-BO BRANCH OFFICE APPLN	Registration Docs
28S/A	FORM 28-S SALESMAN/ASSO APPLN	Registration Docs
28-T	FORM 28-T:TRMNATION OF SALESMN	Registration Docs
33-EX	Exchange	Registration Docs
36-TA	TRANSFER AGENT REGISTRATION	Registration Docs
37-FY	BD NTCE FOR FISCAL YR APPROVAL	Registration Docs
37REQ	BD SEC COUNT EXEMPT REQ 37A-13	Registration Docs
40-2K	TRANS AGENT RENEWAL/RULE 40-2K	Registration Docs
40-CA	FORM 40-CA: CLEARING AGNCY REG	Registration Docs
40NTC	CA NTCE PARTICIPANT BREACH/DIF	Registration Docs
40-TA	FORM 40-TA: TRANSFER AGENT REG	Registration Docs
A2001	AAI/AAP SHORTENING OF TERM OF EXISTENCE	Registration Docs
A2002	ARTICLES OF DISSOLUTION	Registration Docs
A2003	PETITION FOR VOLUNTARY DISSOLUTION	Registration Docs
A3001	PETITION FOR CORRECTION	Registration Docs
A3002	FOREIGN INVESTMENT ACT APPLICATION	Registration Docs
AABDS	AMENDED AI/BL W/FOREIGN EQUITY	Registration Docs
AABND	AMENDED BL-NON-STICK	Registration Docs
AADP	AMENDED AP W/FOREIGN PARTNER	Registration Docs
AAIDS	AMENDED AAI W/FOREIGN EQUITY	Registration Docs
AAIND	AMENDED AI-NON-STOCK	Registration Docs
A-ARTINC	AMENDED ARTICLES OF INCORPORATION	Registration Docs
ABDS	AMENDED BL W/FOREIGN EQUITY	Registration Docs
A-BYLAW	AMENDED BY-LAWS	Registration Docs
ACB	AGREEMENT WITH CUSTOD BK/AMDT	Registration Docs
AF001	ACCREDITATION OF AUDITING FIRM	Registration Docs
AF002	RENEWAL OF ACCR OF AUDIT FIRM	Registration Docs
AIBND	AMENDED AI W/BL NON-STOCK	Registration Docs
ALB	AMENDED FOREIGN BRANCH	Registration Docs
ALNB	AMENDED FRGN NS BRANCH	Registration Docs
ALP	AMENDED FOREIGN PARTNERSHIP	Registration Docs
ALR	AMENDED REP OFFICE	Registration Docs
A-PART	AMENDED ARTICLES OF PARTNERSHIP	Registration Docs
APPT	APPOINTMENT FO HEADS-DN-SOLE	Registration Docs
ATS	ORIGINAL REGISTRATION ALTERNATIVE TRADING SYSTEM	Registration Docs
ATSR	RENEWAL OF REGISTRATION ALTERNATIVE TRADING SYSTEM	Registration Docs

ATSRS	REGISTRATION OF SECURITIES ALTERNATIVE TRADING SYS	Registration Docs
BCERT	BANK CERTIFICATE/MANILA	Registration Docs
BDCFB	BD CONTRACTS WITH FGN BKRS	Registration Docs
BD-EX	BKR DLR EXEMPTIONS	Registration Docs
BD-OE	BD CHANGES: OFCRS/EMPLOYEES	Registration Docs
BD-W	BKR DLR WITHDRAWAL	Registration Docs
BVRPT	BANK VERIFICATION RPT	Registration Docs
BYLAW	DELAYED BYLAW/PRIMARY AMDT	Registration Docs
C1001	ARTICLES OF INCORPORATION AND BY-LAWS	Registration Docs
C1002	ARTICLES OF INCORPORATION ONLY (CORPORATION SOLE)	Registration Docs
C1003	BY-LAWS (FILED SEPARATELY)	Registration Docs
C1004	ARTICLES OF CONSOLIDATION	Registration Docs
C2001	AMENDED ARTICLES OF INCORPORATION	Registration Docs
C2002	AMENDED ART. OF INC. - RECLASSIFICATION OF CAPITAL	Registration Docs
C2003	AMENDED BY-LAWS	Registration Docs
C2004	APPLN FOR INCREASES IN AUTHORIZED CAPITAL STOCK	Registration Docs
C2005	APPLN FOR DECREASES IN AUTHORIZED CAPITAL STOCK	Registration Docs
C2006	AMENDED ART. OF INC. EXTEND TERMS OF EXISTENCE	Registration Docs
C3001	MERGER	Registration Docs
C3005-2	APPLN OF EXEMPTION - REQUEST FOR CONFIRMATION	Registration Docs
CA-EX	CLEAR AGENCY EXEMPTIONS	Registration Docs
CA-SV	CLEAR AGENCY SERVICE PROPOSAL	Registration Docs
CA-W	CLEAR AGENCY WITHDRAWAL	Registration Docs
CF-EX	COMMOD/FUT EXEMPTIONS	Registration Docs
CF-W	COMMOD/FUT WITHDRAWAL	Registration Docs
CU-1	CUSTODIAN REGISTRATION	Registration Docs
CU-EX	CUSTODIAN EXEMPTIONS	Registration Docs
CU-W	CUSTODIAN WITHDRAWAL	Registration Docs
DAB	DECREASE OF CAPITAL STOCK	Registration Docs
DC018	TRANSFER OF RECORDS TO HLURB	Registration Docs
DIVDEC	DECLARATIONS OF DIVIDENDS	Registration Docs
EA001	ACCREDITATION OF IND EXT AUDIT	Registration Docs
EA002	RENEWAL OF ACCR OF IND EXT AUD	Registration Docs
EDN	EXPANSION/DEVELOPMENT NTCE	Registration Docs
EL-C	EXPRESS LANE-DOM CORP	Registration Docs
EL-FC	EXPRESS LANE-FGN CORP	Registration Docs
EL-FG	EXPRESS LANE-FGN GOVT	Registration Docs
EL-FP	EXPRESS LANE-FGN PARTNER	Registration Docs
EL-P	EXPRESS LANE-DOM PARTNER	Registration Docs
EL-RJ	EXPRESS LANE-REJECT SHEET	Registration Docs

ERQUA	EQUITY RESTURCTURING/QUASI-REORG	Registration Docs
ERQUAPIC	EQUITY RESTURCTURING/QUASI-REORG/ADD'L PAID-IN CAP	Registration Docs
EX-1	EXCHANGE REGISTRATION	Registration Docs
EX-AF	EXCH-ADDITIONAL FEES/RSA 54	Registration Docs
EX-EX	EXCH EXEMPTIONS	Registration Docs
EX-PR	EXCHANGE PRODUCT PROPOSAL	Registration Docs
EX-W	EXCH WITHDRAWAL	Registration Docs
F1001	APPLN OF FOREIGN ENTITY TO DO BUSINESS IN PHILS.	Registration Docs
F2001	PETITION TO AMEND LISCENSE	Registration Docs
F3001	PETITION TO WITHDRAW OR CANCEL LISCENSE	Registration Docs
F3002	SECURITY DEPOSIT	Registration Docs
F3003	WITHDRAWAL OF SECURITY DEPOSIT	Registration Docs
F3004	SUBSTITUTION OF SECURITY DEPOSIT	Registration Docs
F3005	APPOINTMENT/CHANGE OF RESIDENT AGENT	Registration Docs
FACTS	MATERIAL FACTS/BOARD DECISIONS	Registration Docs
FC-1	FINANCE CO REGISTRATION	Registration Docs
FC-BC	FINANCING CO. CLOSURE	Registration Docs
FC-BO	FINANCING CO. BRANCH REGISTRAT	Registration Docs
FC-BT	FINANCING CO. BRANCH TRANSFER	Registration Docs
FC-EX	FINANCE CO EXEMPTIONS	Registration Docs
FC-PETITION	PETITION TO AMEND LICENSE	Registration Docs
FC-REACT	APPOINTMENT/CHANGE OF RESIDENT AGENT	Registration Docs
FC-REAGT	APPOINTMENT/CHANGE OF RESIDENT AGENT	Registration Docs
FC-SECDEP	SECURITY DEPOSIT	Registration Docs
FC-SECSUB	SUBSTITUTION OF SECURITY DEPOSIT	Registration Docs
FC-SECWITH	WITHDRAWAL OF SECURITY DEPOSIT	Registration Docs
FC-W	FINANCE CO WITHDRAWAL	Registration Docs
FIL-B	PRIMARY LIC MICROFILM RETAKE	Registration Docs
FILE	PRIMARY LIC-FILMED FILE	Registration Docs
FILE2	PRIM LIC-FILMED IN EXC OF 999P	Registration Docs
GS-EX	GOVT SEC DLR EXEMPTIONS	Registration Docs
GS-W	GOVT SEC DLR WITHDRAWAL	Registration Docs
IA	INCREASE OF CAPITAL STOCK ONLY	Registration Docs
IAB	INCREASE OF CAPITAL STOCK W/BY-LAWS	Registration Docs
IA-EX	INVEST ADV EXEMPTIONS	Registration Docs
IA-W	INVEST ADV WITHDRAWAL	Registration Docs
IC-CL	INVEST CO REG-CLOSED END	Registration Docs
IC-EX	INVEST CO EXEMPTIONS	Registration Docs

IC-IA	APPL REG AS INVESTMENT ADVISER	Registration Docs
IC-OP	INVEST CO REG-OPEN END	Registration Docs
IC-RA	RNWAL FOR REG AS IC ADVISER	Registration Docs
IC-RI	RNWAL FOR REG OF INVEST ADVISE	Registration Docs
IC-RS	RNWAL FOR REG AS AN IC SALES A	Registration Docs
IC-SA	APPL REG AS INV CO SALES AGENT	Registration Docs
IC-UN	INVEST CO REG-UNIT TRUST	Registration Docs
IC-W	INVEST CO WITHDRAWAL	Registration Docs
IH-EX	INVEST HOUSE EXEMPTIONS	Registration Docs
IHREG	IH REGISTRATION	Registration Docs
IHRNW	INVEST HOUSE RENEWAL	Registration Docs
IHU/A	INVSTMNT HOUSE/UNDERWRITER APP	Registration Docs
IH-W	INVEST HOUSE WITHDRAWAL	Registration Docs
LI-1	LENDING INVESTOR REGISTRATION	Registration Docs
LI-EX	LENDINV EXEMPTIONS	Registration Docs
LIST	LISTING APPLICATION	Registration Docs
LISTE	LISTING APPL EXEMPTIONS	Registration Docs
LISTW	LISTING APPL WITHDRAWAL	Registration Docs
LI-W	LENDINV WITHDRAWAL	Registration Docs
MEMB2	MEMBERSHIP BOOK (VOL 2)	Registration Docs
MEMBK	MEMBERSHIP BOOK	Registration Docs
MER-A	MERGER - ABSORBED	Registration Docs
MER-S	MERGER	Registration Docs
ORS81	CFD REVOCATION OF RS (S-8-1)	Registration Docs
ORSL	ORDER REVOKING 2NDARY LICENSE	Registration Docs
P1001	ARTICLES OF PARTNERSHIP	Registration Docs
P2001	AMENDED ARTICLES OF PARTNERSHIP	Registration Docs
P2002	DEED/TRANSFER OF ASSIGNMENT	Registration Docs
P2003	WITHDRAWAL/DEATH OF PARTNER	Registration Docs
P-CON	PRIMARY LIC-CONSOLIDATION	Registration Docs
PC-WDWL	PETITION TO WITHDRAW OR CANCEL LICENSE	Registration Docs
P-DIS	PRIMARY LIC-DISSOLUTION	Registration Docs
P-DOA	DEED OF ASSIGN TO TRANS SHARES	Registration Docs
P-EXT	PL- EXTENSION OF CORPORATE TER	Registration Docs
P-FIA	FOREIGN INVESTMENT ACT APPLCATION OF DOM. CORP.	Registration Docs
PL-APIC	ADD'L PAID-IN	Registration Docs
PL-APPT	APPOINTMENT OF HEAD OF CORPORATION SOLE	Registration Docs
PLC	PLC - ARTICLES OF INCORPORATION & BY- LAWS	Registration Docs
PL-C	PRIMARY LIC-DOM CORP	Registration Docs
PL-CON	CONSOLIDATION	Registration Docs
PL-CONSO	ARTICLES OF CONSOLIDATION	Registration Docs
PL-DECAP	APPLN FOR DECREASES IN AUTHORIZED CAPITAL STOCK	Registration Docs

PL-DISS	AAI/AAP SHORTENING OF TERM OF EXISTENCE	Registration Docs
PL-DISS	ARTICLES OF DISSOLUTION	Registration Docs
PL-DISS	PETITION FOR VOLUNTARY DISSOLUTION	Registration Docs
PL-DOA	DEED/TRANSFER OF ASSIGNMENT	Registration Docs
PL-EQR	EQUITY STRUCTURE	Registration Docs
PL-EXT	AMENDED ART. OF INC. EXTEND TERMS OF EXISTENCE	Registration Docs
PL-FC	PRIMARY LIC-FGN CORP	Registration Docs
PL-FG	PRIMARY LIC-FGN GOVT	Registration Docs
PL-FIA	FOREIGN INVESTMENT ACT APPLICATION	Registration Docs
PL-FP	PRIMARY LIC-FGN PARTNER	Registration Docs
PL-INCAP	APPLN FOR INCREASES IN AUTHORIZED CAPITAL STOCK	Registration Docs
PL-MER	MERGER	Registration Docs
PL-MGR	MERGER	Registration Docs
PL-P	PRIMARY LIC-DOM PARTNER	Registration Docs
PL-PETCOR	PETITION FOR CORRECTION	Registration Docs
PL-QR	QUASI REORG	Registration Docs
PL-RECLASS	AMENDED ART. OF INC. - RECLASSIFICATION OF CAPITAL	Registration Docs
PL-S10C	APPLN FOR EXEMPTION - REQUEST FOR CONFIRMATION	Registration Docs
PL-S10I	APPLN FOR EXEMPTION - INFORMATION ONLY	Registration Docs
PL-VTA	VOTING TRUST AGREEMENT	Registration Docs
P-MER	PRIMARY LIC-MERGER	Registration Docs
PN-1	PRE-NEED COMPANY/PLAN REG	Registration Docs
PNACR	PRE-NEED ACTUARY ACCR. RENEWAL	Registration Docs
PNACT	PRE-NEED ACTUARY ACCREDITATION	Registration Docs
PN-AD	PN REQUEST TO PUBLISH AN AD	Registration Docs
PN-BC	CLOSURE OF BRANCH OFFICE	Registration Docs
PN-BO	PRE-NEED BRANCHES-OPENING	Registration Docs
PN-BT	PRE-NEED BRANCHES-TRANSFER	Registration Docs
PND-1	PRE-NEED DEALER LICENSING	Registration Docs
PND-R	PN DEALER RENEWAL	Registration Docs
PN-EX	PRE-NEED EXEMPTIONS	Registration Docs
PNPUB	PN PUB ANNUAL FINCL CONDITION	Registration Docs
PN-RB	PN RELEASE OF BALANCE	Registration Docs
PN-RE	PN TRUST FUND REAL ESTATE REQ	Registration Docs
PN-S	PRE-NEED SALESMAN LICENSING	Registration Docs
PNS-R	PRE-NEED SALESMAN RENEW	Registration Docs
PN-TF	PN AGREEMENT WITH TR FUND BK	Registration Docs
PNTFW	PN Trust Fund Withdrawal	Registration Docs
PN-W	PRE-NEED WITHDRAWAL	Registration Docs
P-PNO	PN PUBLICATION OF NTCE & ORDER	Registration Docs
PROSP	POST-EFFECTIVE PROSPECTUS	Registration Docs

PS-1	PAWNSHOP REGISTRATION	Registration Docs
PS-EX	PAWNSHOP EXEMPTIONS	Registration Docs
PS-W	PAWNSHOP WITHDRAWAL	Registration Docs
P-VTA	VOTING TRUST AGREEMENT	Registration Docs
QREOR	QUASI-REORG;APIC;SIMILAR APPL.	Registration Docs
QREOR2	QUASI-REORG; APIC; SIMILAR APPL.	Registration Docs
RD203	AFFIDAVIT/NOTICE OF NON-ADJOURNMENT OF A. MEETING	Registration Docs
RD205	LIST OF OFFICERS AND/OR DIRECTORS	Registration Docs
RD700	OTHER FILLINGS, N.E.C.	Registration Docs
REAGT	FC-APPOINT/REPLACE RES. AGENT	Registration Docs
REMIT	INWARD REMITTANCE	Registration Docs
RS-W	REG SECURITIES WITHDRAWAL	Registration Docs
RULES	EXCH/CA/SRO RULE PROPOSAL	Registration Docs
RF101	INWARD REMITTANCE	Registration Docs
S10-C	SEC CONFIRM RSA EXEMPT TRANS	Registration Docs
S12-1	FORM 8-1: SECURITIES REG STMT	Registration Docs
S-6EX	FORM 6-EX: SOLD ABROAD 6(B)-1	Registration Docs
S-8-1	FORM 8-1: SECURITIES REG STMT	Registration Docs
S81-C	REG STMT CERT/ORDER - CFD	Registration Docs
S-ABS	FORM ABS: ASSET BACK SECURITY	Registration Docs
SCG	STANDBY CREDIT GUARANTEE/AMDT	Registration Docs
S-CPL	FORM LTCP: CM PAPER LONG TERM	Registration Docs
S-CPS	FORM STCP: CM PAPER SHORT TERM	Registration Docs
SDEPW	SECURITY DEPOSIT/WITHDRAWAL	Registration Docs
S-ESO	SECURITIES-EMPLOYEE STK OPTION	Registration Docs
S-FC1	SECURITIES-FGN CORP (ISSUER)	Registration Docs
S-FG1	SECURITIES-FGN GOVT (ISSUER)	Registration Docs
S-FMC	SECURITIES-FGN MERGE/CONSOLID	Registration Docs
S-IMC	SECURITIES-INVEST CO MERGE/CON	Registration Docs
S-MER	SECURITIES-MERGE/CONSOLIDATION	Registration Docs
S-MUT	SECURITIES-MUTUAL/CLOSED FUNDS	Registration Docs
SN-CP	SEC NTCE-CP EXEMPT DISCL STMT	Registration Docs
SN-PV	SEC NTCE-EXEMPT PRIVATE OFFER	Registration Docs
SN-X5	SEC NTCE-RSA 5 EXEMPT SECURITY	Registration Docs
SN-X6	SEC NTCE-RSA 6(B) EXEMPT TRANS	Registration Docs
S-OPT	SECURITIES-OPTIONS/DERIVATIVES	Registration Docs
S-PAY	SECURITIES-PAY SEC FOR PROP	Registration Docs
S-PER	SECURITIES-PERMIT TO OFFER	Registration Docs
S-PRS	SECURITIES-PROPRIETARY RG STMT	Registration Docs
SR-8A	RULE 8A-1A3: NTCE OFFER TERMIN	Registration Docs
SRO-1	SELF REG ORG REGISTRATION	Registration Docs
SRO-W	SELF REG ORG WITHDRAWAL	Registration Docs
S-RSA	FORM RSA-1: RSA SECURITIES REG	Registration Docs
STOCKOP TION	EMPLOYEE/EXECUTIVE STOCK OPTION PLAN	Registration Docs
STRB2	STOCK/TRANSFER BOOK (VOL 2)	Registration Docs

STRBK	STOCK/TRANSFER BOOK	Registration Docs
S-WTS	SECURITIES-WARRANTS REG STMT	Registration Docs
TA-EX	TRANS AGENT EXEMPTIONS	Registration Docs
TA-W	TRANS AGENT WITHDRAWAL	Registration Docs
TCERT	TRUSTEE CERT OF ELIGIBILITY	Registration Docs
TQUAL	TRUST INDENTURE QUAL APPL	Registration Docs
UWA	UNDERWRITING AGREEMENT/AMDT	Registration Docs
VTA	VOTING TRUST AGREEMENT	Registration Docs
WDPAR	WITHDRAWAL/DEATH OF A PARTNER	Registration Docs

- F. The service provider will supply other office necessities, including paper and printing consumables required for project reports.
- G. The Service Provider is responsible for assigning two (2) IT personnel to support the timely and accurate uploading of the final output to the SEC Retrieval Facility databases (including ODRS and SEC IView Back-Up).
- H. The project Team/Organization shall be as follows:

POSITION	TOTAL NUMBER
Project Manager	1
Team Leader	2
Data Encoders	39
IT Support and Database Specialist	1
TOTAL	43

V. RESPONSIBILITIES OF THE SERVICE PROVIDER AND THE SEC

A. SERVICE PROVIDER

1. The Service Provider must exhibit its expertise and capability by conducting a Proof of Concept (POC) as outlined in section VI-VII of this TOR. Upon successful completion of the POC process, the SEC will issue a Certificate of Acceptance.
2. The Proof of Concept (POC) will take place at the SEC premises to facilitate validation of the project's required output by SEC staff / Technical Working Group. The prospective bidder must bring necessary resources, including but not limited to desktop computers, database management software, data capture software, uploading applications, and any other resources deemed necessary to complete the POC.
3. The Service Provider must ensure that the final output digital images and indices are compatible with the existing SEC Retrieval System, iView Back-up, ODRS and/or DMS.
 - The resultant digital output should contain legible and readable image address beside every page of each document to ensure efficient retrieval

and compatibility to our existing scanner machine. The image address must include the ff:

- ✓ *CD Number*
- ✓ *Blip Number*
- ✓ *Page number (Start – End)*
- ✓ *Including other index fields presented in the preceding section of this TOR*

Note: This requirement must be included in the presentation of POC result. This requirement is part of the security measures established by SEC. This requirement served as identifier in the retrieval of documents from SEC Offsite.

4. The Service Provider must possess the capability to update or create all relevant index fields for each document.
5. The Service Provider is required to assign skilled machine operators, encoders, personnel for image and index quality assurance, as well as technical support personnel possessing the necessary technical expertise and relevant experience for the project.
6. The Service Provider must offer onsite technical support services with a maximum response time of 4 hours from the time of escalation to ensure uninterrupted production operations on Mondays to Fridays. Additionally, support should be available on Saturdays if required.
7. The Service Provider is obligated to replace any personnel deemed ineffective or negligent in their duties, as recommended by the SEC, within a period of five (5) calendar days from receiving the notice.
8. In the event of regular support personnel absence, the Service Provider must promptly provide replacements with equivalent qualifications, in accordance with the requirements outlined in this TOR.
9. The Service Provider is responsible for issuing Identification Cards (ID) to each personnel, which must be worn at all times and prominently displayed while working at the SEC premises.
10. The Service Provider is required to submit weekly Production and Management Reports to the SEC.
11. The Service Provider's personnel are expected to report to work from 8:00 A.M. to 5:00 P.M. from Monday to Friday. Saturday work may be scheduled, subject to prior approval from SEC.
12. The designated Team Leader/Point Person for the project is responsible for ensuring that all hardware and equipment perform at their optimum operational level to meet SEC's internal Performance Targets.

13. The Service Provider is expected to utilize its own data capture software while ensuring compatibility of the output and uploading capability with SEC Systems.
14. The Service Provider must deliver output that can be easily uploaded to SEC's i-View Back-up/ODRS. Additionally, the Service Provider's output must be stored in network-attached storage with retrieval capabilities, to be deployed before the project's conclusion.
15. The Service Provider shall upload the digital document to SEC system under ICTD supervision.

B. SECURITIES AND EXCHANGE COMMISSION

1. Ensure timely and organized provision of 40 million electronic images for document cleanup and database updating to the service provider.
2. Provide a suitable work area for the Service Provider, equipped with air-conditioning facilities, available during work hours from 8:00 a.m. to 5:00 p.m. on Mondays to Fridays, and potentially on Saturdays and Sundays as required.
3. Ensure reliable and uninterrupted access to SEC systems for checking, review, and uploading of documents.
4. Provide personnel for the review and acceptance of output submitted by the service provider on a weekly basis.
5. Supervise all the related processes by assigning personnel from the following groups:

- 1 staff from the Electronic Records Management Division
- 1 staff from ICTD – to set up the required connections & other IT requirements

VI. CONVERSION PROCEDURE: (PROCESS FLOW)

Please see the attached Annex “A” for the Process Flow (Diagram) for the project.

1. The service provider will receive the documents and database from various SEC systems to be transferred by the Information Communication Technology Division of the SEC.
2. Extract data from the source folder.
3. The service provider will analyze the format, and structure of the data received and organize them according to the requirements of the SEC.
4. Access and query the SEC databases and decide how to update the information.
5. Cleanse, filter, or delete and format the documents and data as needed to ensure that it is suitable for the target system.

6. Convert image file from TIFF to PDF and standardize the data fields.

VII. The INDEX FIELDS for creation or updating are as follows:

- a. SEC Number
- b. Company Name
- c. Document Type (583 types)
- d. Date Period
- e. Data Approved
- f. Date Received
- g. Page Start
- h. Page End
- i. Document ID Number
- j. CD Number
- k. Film Number
- l. Blip Number
- m. Status

VIII. DOCUMENT CLASSIFICATION TYPES: Please refer to the Document Types specified above.

IX. Perform 100% quality assurance of cleansed documents and data for accuracy before submission to the SEC for their inspection and acceptance.

X. Rework all discrepancies and errors within the agreed turnaround time.

XI. Once accepted by the SEC, proceed with uploading of the information to the target SEC system and to the Network Attached Storage (NAS) of ERMD.

XII. Prepare Acknowledgement Receipt (AR) or Certificate of Acceptance (COA) whichever is applicable for signature of the SEC.

XIII. Issue Certificate of Deletion upon receipt of information to client or based on the SLA (Service Level Agreement) as part of project close out.

XIV. SECURITY AND CONFIDENTIALITY

1. All work related to the project will be performed in the assigned work area at SEC Head Office located at Makati Avenue, Makati City.
2. Integrity of the documents, its related index fields, and all SEC databases shall be maintained at all times.
3. The Service Provider shall keep SEC data with strict confidentiality and shall not use or disclose to any person any information acquired in connection with the performance of this obligation in this project. The Service Provider must not be engaged in any service information bureaus or information dissemination to maintain and assure the integrity of SEC documents.

4. SEC has the right to take legal action against any Service Provider who copies, transfers, or distributes documents without SEC consent.

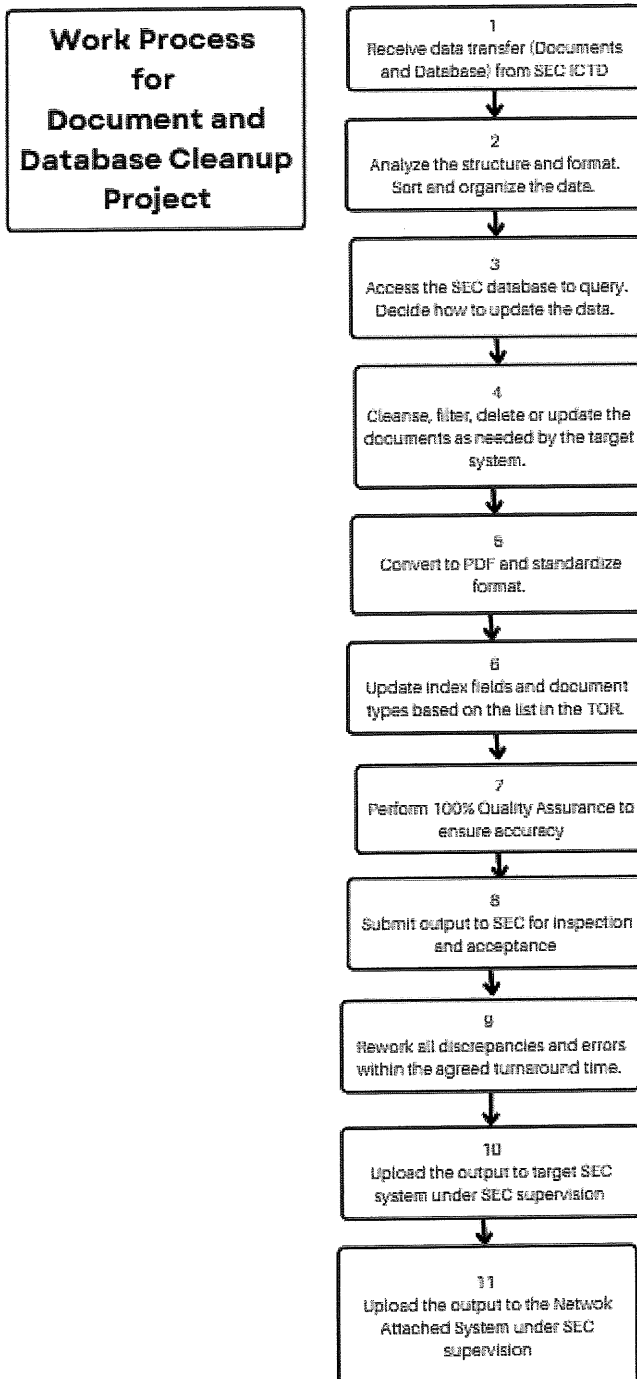
XV. BIDDER'S QUALIFICATION

1. The SERVICE PROVIDER must be directly engaged in the business of micrographics equipment and microfilm-related services for at least ten (10) years. Certificates of satisfactory completion of projects issued by past customers, including copies of the contracts must be submitted as part of the technical bid.
2. The SERVICE PROVIDER should be duly registered with the National Privacy Commission in compliance with the Data Privacy Act.
3. The SERVICE PROVIDER should be a duly registered Labor Service provider of the Department of Labor and Employment under D. O. 174 to comply with labor regulations and present a certificate of no pending case from the Department of Labor and Employment.
4. The SERVICE PROVIDER must have a 24 x 7 technical support capability for all hardware, equipment, and software to be used for the project.
5. The SERVICE PROVIDER shall have locally available certified, qualified, and experienced technical support personnel in the field of micrographics who will provide technical support during the contract period. The SERVICE PROVIDER shall submit resumes and certifications of the service engineers and technical personnel to be assigned to handle the project. The SERVICE PROVIDER must provide the list of technical personnel including contact details for fast and efficient delivery services.

XVI. FINANCIAL PROPOSAL

Description	Qty.
Document and Database Cleanup Project	40,000,000 pages

ANNEX 'A'



Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 59 of the IRR of RA No. 12009.

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 20.2.9.1 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 52.4.1.3 and 52.4.2.4 of the IRR of RA No. 12009, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 12009 (as applicable)

- ☐ (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- ☐ (l) government procurement activities for the same item or product.
Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

