



Republic of the Philippines
COMMISSION ON ELECTIONS
Manila

**LEASE WITH OPTION TO PURCHASE
OF ELECTION MANAGEMENT
SYSTEM (EMS) AND PRECINCT-
BASED DIRECT RECORDING
ELECTRONIC (DRE) TECHNOLOGY
FOR THE 2016 NATIONAL AND
LOCAL ELECTIONS**

BAC Reference No.02-2014-AES-DRE

**BIDS AND AWARDS COMMITTEE
2015**

BD No.02-0001

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Republic of the Philippines
COMMISSION ON ELECTIONS
Manila

SECTION I

Invitation to Bid

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT- BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS

BAC Reference No.02-2014-AES-DRE

BIDS AND AWARDS COMMITTEE
2015



Republic of the Philippines
COMMISSION ON ELECTIONS
M a n i l a

Invitation to Bid
For

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS (BAC Reference No. 02-2014-AES-DRE)

1. The **COMMISSION ON ELECTIONS (COMELEC)**, through its **Bids and Awards Committee (BAC)**, invites interested bidders to apply for eligibility and to bid for the **Lease with Option to Purchase of Election Management System (EMS) and Precinct-Based Direct Recording Electronic (DRE) Technology for the 2016 National and Local Elections** with the total **Approved Budget for the Contract (ABC) of Thirty One Million Two Hundred Seventy Two Thousand Pesos (Php31,272,000.00)**, inclusive of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies, broken down as follows:

COMPONENT	QUANTITY	TOTAL
1 - Voting Machines	410 units	Php 30,750,000.00
2- Technical Support	30 Technicians (Polling Center)	Php 522,000.00
	28 Technicians (National Technical Support Center)	
Approved Budget for the Contract (ABC)		Php 31,272,000.00

Bids (Lease Price plus Option to Purchase Price) received in excess of the ABC shall be automatically rejected at bid opening.

2. Bidders should have completed, within **SIX (6) 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. The Precinct-Based Direct Recording Electronic (DRE) Technology offered by the bidder must have been successfully used in a prior electoral exercise here and/or abroad.

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. 9184, otherwise known as the "Government Procurement Reform Act". Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
4. A complete set of Bidding Documents may be acquired by interested Bidders from **March 6, 2015 to March 30, 2015 (before the deadline of the submission of bids)**, Mondays to Saturdays, from 8:00 am to 5:00 pm, at the address below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Five Thousand Pesos (Php 25,000.00).

Copy of the Bidding Documents may also be downloaded from the website of the Philippine Government Electronic Procurement System (Phil GEPS) and the COMELEC website.

5. The BAC will hold a **Pre-Bid Conference on March 16, 2015 at 10:00 am** at the **Comelec Session Hall, 8th Floor Palacio del Gobernador Bldg., Gen. Luna cor. Postigo Sts., Intramuros, Manila**, to discuss Eligibility Requirements and the Technical and Financial Components of this Project. However, only those interested Bidders who have purchased the Bidding Documents are allowed to raise and submit queries or clarifications regarding the Bidding Documents.
6. **Submission of Bids** shall be on **March 30, 2015 on or before 9:00 am** at the **BAC Secretariat Office, 7th Floor Palacio del Gobernador Bldg., Gen. Luna cor. Postigo Sts., Intramuros, Manila**. **Opening of Bids** shall be on the same day **March 30, 2015, 10:00 am** at the **COMELEC Session Hall, 8th Floor, Palacio del Gobernador Bldg., Gen. Luna cor. Postigo Sts., Intramuros, Manila**.
7. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. All

Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Late bids shall not be accepted.

8. The COMELEC reserves the right to accept or reject any bid, to annul the bidding process, to reject all bids at any time prior to contract award, or to reduce the corresponding ABC and Terms of Reference (TOR), without thereby incurring any liability to the affected bidder or bidders.

For further information, please visit or contact:

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Commission on Elections
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Gen. Luna cor. Postigo Sts., Intramuros, Manila
Tel. No.: 527-5760, Telefax No.:527-2774
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(sgd) **HELEN G. AGUILA-FLORES**
BAC Chairperson



Republic of the Philippines
COMMISSION ON ELECTIONS
M a n i l a

SECTION II

Instructions to Bidders

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT- BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS

BAC Reference No.02-2014-AES-DRE

**BIDS AND AWARDS COMMITTEE
2015**

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A. General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a)
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;
 - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
 - (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) 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;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii)

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII Bidding Forms as required in **ITB** Clause 12.1(b)(iii)
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other

factors that may affect the cost, duration, and execution or implementation of this Project.

- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. **Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1

8. **Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts

to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7)

calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents -

- Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Goods;
 - (iii.4) amount of contract and value of outstanding contracts;
 - (iii.5) date of delivery; and
 - (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and
- (vi) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.
(Note: Updated pursuant to GPPB Resolution No. 21-2013 dated July 30, 2013)

Class "B" Document:

- (vii) If applicable, the 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.
- (viii) Social Security Clearance (SSS);
- (ix) Department of Labor and Employment Clearance (DOLE);
- (x) Court Clearance (Regional Trial Court)

- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Procuring Entity requires the bidders to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII Bidding Forms.

(Note: Updated pursuant to GPPB Resolution No. 25-2013 dated August 30, 2013 and COMELEC Minute Resolution No. 14-0414 dated June 11, 2014)

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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), including all customs duties and sales and other taxes already paid or payable:
 - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
 - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
 - (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
 - (iii) 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 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, listed in the **BDS**.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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.

- 16.2. If so allowed in accordance with **ITB** Clause16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The procuring entity shall prescribed in the BDS the acceptable forms of bid security the bidders may opt to use, which shall include the Bid Securing Declaration and at least one (1) other form, the amount of which shall be equal to a percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign	

bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the procuring entity may also require bidders to submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

(Note: Updated pursuant to GPPB Resolution No. 25-2013 dated August 30, 2013 and COMELEC Minute Resolution No. 14-0414 dated June 11, 2014)

- 1.1. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 1.2. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB Clause 18.2**.
- 1.3. Upon signing and execution of the contract pursuant to **ITB Clause 32**, and the posting of the performance security pursuant to **ITB Clause 33**, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB Clause 18.2**.
- 1.4. The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 18.3(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or

patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder's compliance with the documents prescribed in ITB Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.

- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS** the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS** Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

- 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
 - (a) Latest income and business tax returns in the form specified in the BDS;
 - (b) Certificate of PhilGEPS Registration; and
 - (c) Other appropriate licenses and permits required by law and stated in the BDS.

(Note: Updated pursuant to GPPB Resolution No. 21-2013 dated July 30, 2013)

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against

the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI Schedule of Requirement.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</p>	<p>Thirty percent (30%)</p>
<p>(d) Any combination of the foregoing.</p>	<p>Proportionate to share of form with respect to total amount of security</p>

(Note: Updated pursuant to GPPB Resolution No. 25-2013 dated August 30, 2013)

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

- 34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.



Republic of the Philippines
COMMISSION ON ELECTIONS
M a n i l a

SECTION III

Bid Data Sheet

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS

BAC Reference No.02-2014-AES-DRE

**BIDS AND AWARDS COMMITTEE
2015**

Section III
BID DATA SHEET

ITB Clause															
1.1	The Procuring Entity is the COMMISSION ON ELECTIONS (COMELEC) .														
1.2	The lot and reference is: LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS (BAC Reference No. 02-2014-AES-DRE)														
2.1	<p>Funding Source:</p> <p>The Commission on Elections (COMELEC), through the General Appropriations Act (GAA), in the total amount of Thirty One Million Two Hundred Seventy Two Thousand Pesos (Php31,272,000.00)), inclusive of all taxes, broken down as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">COMPONENT</th> <th style="text-align: center;">QUANTITY</th> <th style="text-align: center;">TOTAL</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1 - Voting Machines</td> <td style="text-align: center;">410 units</td> <td style="text-align: right;">Php 30,750,000.00</td> </tr> <tr> <td style="text-align: center;">2 - Technical Support</td> <td style="text-align: center;">30 Technicians (Polling Center)</td> <td rowspan="2" style="text-align: right; vertical-align: middle;">Php 522,000.00</td> </tr> <tr> <td></td> <td style="text-align: center;">28 Technicians (National Technical Support Center)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Approved Budget for the Contract (ABC)</td> <td style="text-align: right;">Php 31,272,000.00</td> </tr> </tbody> </table> <p>The name of the Project is: Lease with Option to Purchase of Election Management System (EMS) and Precinct-Based Direct Recording Electronic (DRE) Technology for the 2016 National and Local Elections</p>	COMPONENT	QUANTITY	TOTAL	1 - Voting Machines	410 units	Php 30,750,000.00	2 - Technical Support	30 Technicians (Polling Center)	Php 522,000.00		28 Technicians (National Technical Support Center)	Approved Budget for the Contract (ABC)		Php 31,272,000.00
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5.1	No further instructions.
5.2	In order to prevent restraint or monopoly of trade, Foreign Bidders may be eligible to participate, provided, that they shall appoint a reputable local representative or local subsidiary in the Philippines.
5.4	<p>The bidder must have completed within six (6) years prior to the deadline for the submission and opening of bids, including contracts awarded, but not yet started, if any, a single similar contract with a value of FIFTY PERCENT (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to “contracts for the lease, supply and delivery, or refurbishment/repair of Election Management System (EMS), or precinct-based Direct Recording Technology system.”</p> <p>The bidder shall execute a Sworn Statement (duly notarized) attesting to its compliance with the above requirement using the prescribed form attached hereto as <i>Annex “C”</i>.</p>
5.5	No further instructions.
6.2	No further instructions.
6.3	No further instructions.
6.7	<p>Bidder shall ensure compliance with the following laws <i>i.e.</i> Notarial Act of 2004; National Internal Revenue Code (NIRC) and all other applicable Local and National Laws.</p> <p>All bidders shall include in their bids the cost of all taxes, such as, but not limited to, Value Added Tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates.</p>
7	No further instructions.
8.1	Sub-contracting is allowed but only for the technical support.
8.2	The Bidder shall submit the original or certified true copies of the following documentary requirements of its sub-contractor/s:

	<p>a. Securities Exchange Commission, for Corporation or Partnership; Department of Trade and Industry (DTI), for sole proprietorship; or Cooperative Development Authority, for Cooperatives.</p> <p>b. Mayor's Permit issued by the city or municipality where the principal place of business of the sub-contractor is located.</p> <p>c. Tax clearance per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the BIR.</p> <p>d. Sworn Statement stating: (1) that the sub-contractor is not blacklisted; and (2) the component/s and the extent to which it will be sub-contracted.</p> <p>For foreign sub-contractors, they should submit the foreign equivalent of the documents mentioned in items a and b. If there is no equivalent document, bidder shall submit a Certificate of No Equivalent duly authenticated and certified by the appropriate embassy, consulate or its equivalent, or any authorized competent entity in the Philippines or the nearest Embassy or Consular Office that has jurisdiction over the Philippines.</p>
8.3	The Bidder should identify the sub-contractor to whom a portion of the goods will be sub-contracted during bid submission. In which case, the Bidder shall include the required documents mentioned in Clause 8.2 hereof in its envelope for eligibility requirements.
9.1	<p>The COMELEC will hold a Pre-Bid Conference for this Project on March 16, 2015 at 10:00 A.M. at COMELEC Session Hall, 8th Floor, Palacio del Gobernador Bldg, Intramuros, Manila.</p> <p>Only those interested Bidders who have purchased the Bidding Documents are allowed to raise and submit queries or clarifications regarding the Bidding Documents.</p>
10.1	<p>The Procuring Entity's address is:</p> <p style="text-align: center;">The BAC Secretariat Office Commission on Elections 7th Floor, Palacio del Gobernador Bldg., General Luna St. cor. Postigo St., Intramuros, Manila 1002</p>

	<p style="text-align: center;">Email: comelec bac@gmail.com COMELEC website: www.comelec.gov.ph</p>														
11	<p>Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by a translation of the documents in English authenticated and certified by the appropriate embassy, consulate or its equivalent, or any authorized competent entity in the Philippines or the nearest Embassy or Consular Office that has jurisdiction over the Philippines.</p>														
12.1	<p>Below is the complete list of Eligibility and Technical Documents to be submitted and properly TABBED as indicated.</p> <p>For foreign bidders, they should submit the foreign equivalent of the documents. If there is no equivalent document, bidder shall submit a Certificate of No Equivalent duly authenticated and certified by the appropriate embassy, consulate or its equivalent, or any authorized competent entity in the Philippines or the nearest Embassy or Consular Office that has jurisdiction over the Philippines.</p> <p>Please note that for Tax Clearance per Executive Order No. 398, no foreign equivalent document shall be accepted.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">TAB</th> <th style="text-align: center;">CLASS "A" DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">I. LEGAL DOCUMENTS:</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>(In case of a Joint Venture, each member of the JV shall submit the required Documents mentioned in Tabs "A", "B", "C" and "I")</i></td> </tr> <tr> <td style="text-align: center;">A.</td> <td>Registration Certificate Form (Original or Certified True Copy) from:</td> </tr> <tr> <td></td> <td>Securities Exchange Commission for Corporation or Partnership, including its Articles of Incorporation; or its equivalent documents in case of foreign bidder.</td> </tr> <tr> <td></td> <td>Department of Trade and Industry (DTI) for sole proprietorship; or its equivalent documents in case of foreign bidder.</td> </tr> <tr> <td></td> <td>Cooperative Development Authority for Cooperatives; or its equivalent documents in</td> </tr> </tbody> </table>	TAB	CLASS "A" DOCUMENTS	I. LEGAL DOCUMENTS:		<i>(In case of a Joint Venture, each member of the JV shall submit the required Documents mentioned in Tabs "A", "B", "C" and "I")</i>		A.	Registration Certificate Form (Original or Certified True Copy) from:		Securities Exchange Commission for Corporation or Partnership, including its Articles of Incorporation; or its equivalent documents in case of foreign bidder.		Department of Trade and Industry (DTI) for sole proprietorship; or its equivalent documents in case of foreign bidder.		Cooperative Development Authority for Cooperatives; or its equivalent documents in
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	case of foreign bidder.
B.	Original or Certified True Copy of the Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or its equivalent document in case of a foreign bidder.
C.	Original or Certified True Copy of the Tax Clearance per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the BIR.
II. TECHNICAL DOCUMENTS	
D.	Sworn Statement (duly notarized) of all its ongoing and completed government and private contracts within six (6) years prior to the deadline for the submission and opening of bids, including contracts awarded but not yet started, if any, using the prescribed form attached hereto as <i>Annex "B"</i> . For completed contracts, copies of the end user's acceptance, official receipt(s) or any other competent proof evidencing said contracts should be appended to the sworn statement.
E.	Sworn Statement (duly notarized) of at least one similar completed largest contract within six (6) years from the date of the opening of bids equivalent to at least 50% of the ABC, using the prescribed form attached hereto as <i>Annex "C"</i> .
F.	Bid security in the form, amount and validity in accordance with Clause 18.1 of the BDS.
III. FINANCIAL DOCUMENTS	
G.	Audited Financial Statements (AFS), stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission and which shall include the following: <ul style="list-style-type: none"> (1) Balance Sheet; (2) Income Statement; and (3) Independent Auditor's Report certifying that he/she has examined/audited the financial

	statement. For foreign bidders, its equivalent document, provided that the same is in accordance with International Financial Reporting Standards.
H.	Net Financial Contracting Capacity (NFCC) reflecting actual computation which shall be based on the current assets and current liabilities submitted to the BIR, through Electronic Filing and Payment System (EFPS) pursuant to GPPB Resolution No. 20-2013 dated July 30, 2013 and reiterated in COMELEC Minute Resolution No. 14-0466 dated June 25, 2014.
TAB	CLASS "B" ELIGIBILITY REQUIREMENTS
I.	Valid Joint Venture Agreement (JVA) , in case the Joint Venture is already in existence at the time of the submission and opening of bids, OR duly notarized statements from all potential joint venture partners stating that they will enter into and abide by the provisions of the JVA if the bid is successful;
IV. OTHER DOCUMENTS	
J.	For foreign bidders, (a) Board Resolution designating the local representative or local subsidiary; AND (b) Any proof of acceptance of the designation as local representative or local subsidiary.
K.	Conformity with the Schedule of Requirements , as enumerated and specified in Section VI of the Bidding Documents;
L.	Completely filled out and signed Technical Specifications (Section VII) of Bidding Documents with Conformity. If proposal is the same with the technical requirements, just put "COMPLY";
M.	Certification from the Election Authority or Election Management Body that the system has demonstrated capability and has been successfully used in a prior electoral exercise here or abroad.
N.	Omnibus Sworn Statement using the prescribed form in Section VIII.
<i>(Prospective bidder shall use the attached "Checklist of Requirements". Please refer to Annex "A".</i>	

13.1	Bidders are required to use the Bid Forms provided in Section VIII.													
13.2 (a)	<p>The total Approved Budget for the Contract is Thirty One Million Two Hundred Seventy Two Thousand Pesos (Php31,272,000.00), inclusive of all taxes, broken down as follows:</p> <table border="1" data-bbox="435 495 1396 1055"> <thead> <tr> <th data-bbox="435 495 730 533">COMPONENT</th> <th data-bbox="730 495 1010 533">QUANTITY</th> <th data-bbox="1010 495 1396 533">TOTAL</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 533 730 613">1 - Voting Machines</td> <td data-bbox="730 533 1010 613">410 units</td> <td data-bbox="1010 533 1396 613">Php 30,750,000.00</td> </tr> <tr> <td data-bbox="435 613 730 974" rowspan="2">2 - Technical Support</td> <td data-bbox="730 613 1010 734">30 Technicians (Polling Center)</td> <td data-bbox="1010 613 1396 974" rowspan="2">Php 522,000.00</td> </tr> <tr> <td data-bbox="730 734 1010 974">28 Technicians (National Technical Support Center)</td> </tr> <tr> <td colspan="2" data-bbox="435 974 1010 1055">Approved Budget for the Contract (ABC)</td> <td data-bbox="1010 974 1396 1055">Php 31,272,000.00</td> </tr> </tbody> </table> <p>Bidder is required to submit an offer comprising of Lease Price and Option to Purchase Price. The Option to Purchase Price shall not exceed as follows:</p> <ul style="list-style-type: none"> a) 50% of the lease price of the equipment (hardware and software), if OTP is exercised during the period January 1, 2017 to December 31, 2017 (1st year); b) 40% of the lease price of the equipment (hardware and software), if OTP is exercised during the period January 1, 2018 to December 31, 2018 (2nd year); and c) 30% of the lease price of the equipment (hardware and software), if OTP is exercised during the period January 1, 2019 to December 31, 2019 (3rd year). <p>Any offer exceeding the OTP price range shall be treated as non-responsive and the bidder shall be automatically disqualified.</p> <p>Likewise, any bid (Lease Price plus Option to Purchase Price) that exceeds the total amount of the ABC shall be treated as non-responsive and the bidder shall be automatically disqualified.</p>	COMPONENT	QUANTITY	TOTAL	1 - Voting Machines	410 units	Php 30,750,000.00	2 - Technical Support	30 Technicians (Polling Center)	Php 522,000.00	28 Technicians (National Technical Support Center)	Approved Budget for the Contract (ABC)		Php 31,272,000.00
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15.4 (a) (iii)	Incidental services are those which were provided under Clause 6.2 of Section V (Special Conditions of Contract).								
15.4 (b)	No further instructions.								
15.5	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.								
15.6	Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of COMELEC.								
16.1	No further instructions.								
16.3	No further instructions.								
17.1	Bids will be valid until one hundred twenty (120) calendar days from the date of opening of bids.								
18.1	<p>The acceptable forms of Bid Security shall include any of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px;"></td> <td>Cash, cashier's check /manager's check, bank draft/guarantee confirmed by a Universal or Commercial bank amounting to Two Percent (2%) of the ABC;</td> </tr> <tr> <td></td> <td>Irrevocable letter of credit issued by a Universal or Commercial Bank confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank amounting to Two Percent (2%) of the ABC;</td> </tr> <tr> <td></td> <td>Surety bond in the amount of five percent (5%) of the ABC callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> </tr> <tr> <td></td> <td>Any combination of the foregoing.</td> </tr> </table> <p>Should the bidder opt to use a Bid Securing Declaration (BSD) pursuant to GPPB Resolution No. 25-2013 dated August 30, 2013, any of the above-mentioned forms shall likewise be submitted together with the BSD pursuant to COMELEC Minute Resolution No. 14-0414 dated June 11, 2014.</p>		Cash, cashier's check /manager's check, bank draft/guarantee confirmed by a Universal or Commercial bank amounting to Two Percent (2%) of the ABC;		Irrevocable letter of credit issued by a Universal or Commercial Bank confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank amounting to Two Percent (2%) of the ABC;		Surety bond in the amount of five percent (5%) of the ABC callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.		Any combination of the foregoing.
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	Surety bond in the amount of five percent (5%) of the ABC callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.								
	Any combination of the foregoing.								
18.3	The bid security shall be valid until one hundred twenty								

	(120) calendar days from the date of opening of bids.
18.5(a)(iv)	<p>Additional grounds for forfeiture of bid security:</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents; 2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding; 3. Allowing the use of one's name, or using the name of another for purposes of public bidding; 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid; 5. Refusal or failure to post the required performance security within the prescribed time; 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification; 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor; 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
20.1	No further instructions.

20.3	<p>Each Bidder shall submit one (1) original and three (3) copies of the first and second component of its bid following the prescribed sealing and marking:</p> <div style="text-align: center;"> </div>
21	<p>The address for submission of bids is:</p> <p style="text-align: center;">BAC SECRETARIAT OFFICE 7th Floor, Palacio del Gobernador Bldg., Gen. Luna cor. Postigo Sts., Intramuros, Manila.</p> <p>The deadline for submission of bids is on March 30, 2015, 9:00 o'clock in the morning.</p>
24.1	<p>The place of bid opening is :</p> <p style="text-align: center;">COMELEC SESSION HALL 8th Floor, Palacio del Gobernador Bldg., Gen. Luna cor. Postigo Sts., Intramuros, Manila.</p> <p>The date and time of bid opening is on March 30, 2015, 10:00 o'clock in the morning.</p>
25.1	No further instructions.
27.1	No further instructions.
28.3	<p>The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, post-qualification and contract award.</p> <p>The BAC shall determine the Lowest Calculated Bid based on the Lease Price.</p>

	If, upon computation, the total Lease Price plus the total Option to Purchase Price exceed the ABC, the bid shall be treated as non-responsive and the bidder shall be automatically disqualified.
28.3(b)	<p>Bid modification and withdrawal of bids shall be allowed only before the deadline for submission.</p> <p>Bid modification based on the arithmetical corrections is allowed.</p>
28.5	<p>All the required documents shall be subject to actual validation during post-qualification. Non-compliance with the requirements shall be a ground for the disqualification of the bidder and the rejection of its bid.</p> <p>In case of a tie between two or more Bidders, the GPPB Circular No. 06-2005 dated August 5, 2005 governing tie-breaking mechanism shall apply.</p>
29.2 (a)	<p>Additional Documents to be submitted during the Post Qualification Evaluation:</p> <ul style="list-style-type: none"> a. Latest income and business tax returns. <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p> <ul style="list-style-type: none"> b. Certificate of PhilGEPS Registration; and c. ISO 9001:2008 Certification of the Direct Recording Technology manufacturer.
29.2 (b)	<p>For Local Bidders, only Tax Returns filed and taxes paid through Electronic Filing and Payments System (EFPS) shall be accepted.</p> <p>For foreign bidders who are considered Non-Resident Foreign Corporations (NRFC) or Non-Resident Aliens Not Engaged in Trade or Business (NRANETRB), they shall submit their tax returns filed in their respective countries since they are not considered as “doing business” in the Philippines. Please refer to Section VIII - Bidding Forms.</p>
29.2(d)	No other requirements.
32.4(g)	No other requirements
34.2	The effective date of the Contract is from the date specified in the Notice to Proceed.

	Upon acknowledgement of the Notice to Proceed, the contract becomes binding upon the parties.
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Republic of the Philippines
COMMISSION ON ELECTIONS
Manila

SECTION IV

General Conditions of Contract

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT- BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS

BAC Reference No.02-2014-AES-DRE

BIDS AND AWARDS COMMITTEE

2015

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.

- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or

the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI Schedule of Requirements
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, 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.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.2. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.3. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 13.4. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall

repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be

necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI Schedule of Requirements
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to

the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or

- (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods

not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1 (a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or

upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier

of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Republic of the Philippines
COMMISSION ON ELECTIONS
M a n i l a

SECTION V
Special Conditions of Contract

**LEASE WITH OPTION TO PURCHASE
OF ELECTION MANAGEMENT
SYSTEM (EMS) AND PRECINCT-BASED
DIRECT RECORDING ELECTRONIC
(DRE) TECHNOLOGY FOR THE 2016
NATIONAL AND LOCAL ELECTIONS**

BAC Reference No.02-2014-AES-DRE

**BIDS AND AWARDS COMMITTEE
2015**

Section V

Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is the COMMISSION ON ELECTIONS .
1.1 (i)	The Supplier is [to be inserted at the time of contract award] .
1.1 (j)	Funding Source: The Commission on Elections (COMELEC) , through the General Appropriations Act (GAA), in the total amount of Thirty One Million Two Hundred Seventy Two Thousand Pesos (Php31,272,000.00) , inclusive of all taxes.
1.1 (k)	The Project Site is: THE COMMISSION ON ELECTIONS Palacio del Gobernador Bldg., Gen. Luna St. Intramuros, Manila
5.1	The Procuring Entity's address for Notices is: COMMISSION ON ELECTIONS c/o ATTY. HELEN G. AGUILA-FLORES BAC CHAIRPERSON Commission on Elections 7th Floor Palacio del Gobernador Bldg., Intramuros, Manila The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number of the Winning Bidder]</i>
6.2	The Supplier shall deliver within the period specified in <i>Section VI. Schedule of Requirements</i> the full quantity of the items subject of the contract to the COMMISSION ON ELECTIONS , Palacio del Gobernador Gen. Luna St., Intramuros, Manila. Risk and title will pass from the Supplier to Commission on Elections upon receipt and final acceptance of the Goods at their final destination.

Upon delivery of the Goods, the Supplier shall notify and present the following documents to COMELEC, whichever is applicable:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of

credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]*.

Incidental Services -

The Supplier is required to provide all of the following services, including additional services, as maybe applicable, specified in Section VI. Schedule of Requirements.

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied

	<p>Goods;</p> <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>(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 required are listed Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price</p>
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The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

Packaging -

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

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

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Insurance -

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation -

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.

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.

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

	<p>shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</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>Patent 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>
6.3	<p>COMELEC reserves its right to exercise an Option to Purchase (OTP) within three (3) years from December 31, 2016. The purchase price shall be based on the price reflected in the Financial Bid Offer which shall not exceed as follows:</p> <ul style="list-style-type: none"> a) 50% of the lease price of the equipment (hardware and software), if OTP is exercised during the period January 1, 2017 to December 31, 2017; b) 40% of the lease price of the equipment (hardware and software), if OTP is exercised during the period January 1, 2018 to December 31, 2018; and c) 30% of the lease price of the equipment (hardware and software), if OTP is exercised during the period January 1, 2019 to December 31, 2019.
10.4	No further instructions.
13.4 (c)	No further instructions.
16.1	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Hardware Acceptance Test (HAT) 2. Lab Test 3. Field Test 4. Mock Elections 5. Pre-Election Logic and Accuracy Test (PreLAT) 6. TEC Certification Test 7. Live Transmission Test

	8. Final Testing and Sealing (FTS)
17.3	<i>No further instructions.</i>
17.4	The period for correction of defects in the warranty period is <i>[insert number of days]</i> .
21.1	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Republic of the Philippines
COMMISSION ON ELECTIONS
Manila

SECTION VI

Schedule of Requirements

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS

BAC Reference No.02-2014-AES-DRE

**BIDS AND AWARDS COMMITTEE
2015**

Section VI
SCHEDULE OF REQUIREMENTS

REF. NO.	ACTIVITY/ ITEM/ DESCRIPTION	SCHEDULE OF DELIVERY	PLACE OF DELIVERY
COMPONENT 1: ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY			
A	Election Management System	Please refer to the attached Implementa- tion Calendar	COMELEC, Palacio del Gobernador Bldg., Intramuros, Manila
A.20	Base Source Code of EMS		
B	410 Electronic Voting Machines (EVM)		
B.7.1	Format of the VVPAT		
B.22.1	Alternative power source		
B.39	Source Code of Hash code extractor and validator		
B.40	OS hardening procedure documentation		
B45.1	All consumables, supplies and materials, such as removable storage devices, papers and the like, which are needed by the system to be operational, and which have used in all tests, and from before to after e-Day, including all documentations shall be proposed as purchased and shall all be turned over to COMELEC at no additional cost.		
B.46	All hardware, software and service requirements necessary to run the AES from preparation of configuration to post-election, including EVM ¹ modems, back-up power supplies or batteries, external data storage devices, printers, and all other equipment and peripherals, services, consumables, and all other related supplies and materials.		

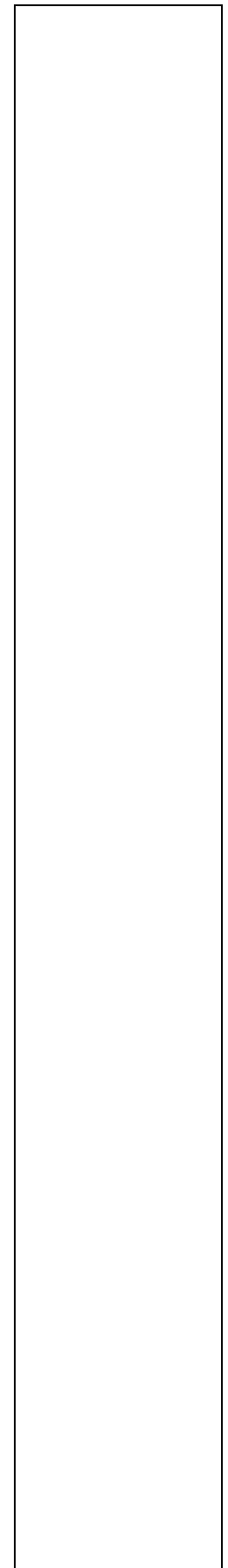
¹ The number of required EVMs is indicated in Annex J - EVM Allocation by Polling Center.

C.I.1.1	The settings, configuration, scripts, codes, or passwords used;	
C.I.1.2	All disk images of all servers, used in the configuration and in the installation;	
C.I.1.3	All back-up files, (EMS files, EVM files, ballot templates);and	
C.I.1.4	Application and procedures on restoration of back-up files and disk images, including information on minimum hardware requirements to restore the files.	
C.I.3	Warranty for the entire duration of the project for all Components, all equipment and software, including provision of all software/firmware upgrades or replacement of any defective components, entire units, or systems.	
C.I.4	System tracking the movement of the machines	
C.I.5	All requirements for International Certification Entity (ICE) review, functional testing and certification	
C.I.8	Remote and on-site technical support in the conduct of source code review by the local interested parties	
C.I.9	Requirements for the conduct of all trainings and public demonstrations	
C.I.10	Requirements for the conduct of the different tests (Hardware Acceptance Test (HAT), Lab Test, Field Test, Mock Elections,	

	Pre-Election Logic and Accuracy Test (PreLAT), TEC Certification Test, Live Transmission Test, Final Testing and Sealing (FTS)) and public demonstration	
C.I.10.1.7	Replacement of All hardware that did not pass the HAT	
C.I.10.2	First Laboratory Test	
	Second Laboratory Test	
C.I.10.2.1	Certification that it has already conducted its own internal Quality Control (QC) and Quality Assurance (QA) tests on its systems before turnover to COMELEC for Lab Test, and that its systems have already passed the same.	
C.I.10.3	Field Test	
C.I.10.4	Mock Elections	
C.I. 10.5	TEC Certification	
C.I.10.6	PreLAT	
C.I.10.7	Final Testing and Sealing	
C.I.11	All materials, supplies, equipment and support services that shall be used in the conduct of all the above-mentioned tests	
C.I.11.6	Computerized Machine Inventory System	
C.I.13	Technical Support and Manpower Complement	
C.I.14	Deployment of all EVMs, VVPAT boxes, and other AES equipment and peripherals, including all other AES-related consumables, supplies and	

	materials.	
C.I.15	Post-election activities which include Inspection, Inventory and Testing	
C.I.16	Post-election report on all activities undertaken pertaining to the project	
C.I.17	Plan on the conduct of training, tests, setting-up, configuration, FTS and e-Day activities, back-up, closing and other related activities.	
C.I.18	Project management support	
C.II	Training	
C.II.1	Training program for executives	
C.II.2	First Extensive Training or transfer of technology before the customization of systems, for testing and preparation of customization requirements	
	Second Extensive Training or transfer of technology using the final customized system.	
C.II.3	Training for Trainers and DOST Certifiers	
C.II.4	Training Programs for BEIs and Random Manual Audit team	
C.II.5	Training for Technical Support	
C.II.6	Re-Training of Comelec trainers in case of substantial change in the system	
C.II.7	Training Materials	
C.III	Risk Management and Contingency Plan	
C.III.1	Risk Management Program	
C.III.2	Back-up Plan in case of systems failure in any of the project components	
C.III.2.2	The modules of the risk training and the Contingency Plan Manual, and personnel complement	
C.III.3	Risk monitoring tools (manual and automated)	
C.IV	Plan on the proposed Change	

	Management Services
C.IV.3.1	Adequate assistance and logistical support in the conduct of the information assistance and education campaign
C.IV. 3.2	Information materials
C.IV.3.3.1	A comprehensive manual on the use and operation of the system
C.IV.3.3.2	Comprehensive list of frequently asked questions, with suggested answers, on the use and operation of the system
C.IV.3.3.3	Such other information materials as may be required by the COMELEC.
C.IV.3.4	Demo units for roadshow
C.IV.3.5	Assistance in the development of Voter education and information website. This shall include the delivery of all requirements, including hardware, software, services, technical training, and communications link, which shall be formally turned over to the COMELEC upon the completion of the project
C.V	Quality Control and Quality Assurance
C.V.2	Pertinent guidelines and procedures to aid the COMELEC in the crafting and development of Quality Assurance criteria for the evaluation of the various phases and/or activities of the Project.
C.V.3.1	Development and implementation of procedures for the measurement and monitoring of the SLAs for the other components of the Project



C.V.3.2	Assistance in the regular monitoring of SLA compliance for all components		
C.V.3.3	Assistance in the conduct of a 3 rd party Stress and Security Testing of all systems;		
C.V.3.4	Assistance in the conduct of a 3 rd party code review of the system;		
C.V.3.4	Assistance in recommending acceptance and payment for the services or outputs, and/or the position of penalties where applicable;		
9	Delivery of the VVPAT Boxes		
COMPONENT 2: TECHNICAL SUPPORT			
1	Technical Support 30 Technicians for Polling Center 28 for National Technical Support Center (NTSC)	Please refer to the attached Implementation Calendar	
1.2	Complete list of technicians with their complete addresses and contact numbers		
9	Report on the Resignation or failure to report for duty of support technicians within the latter's area of jurisdiction		Office of the Election Officer
10.1	The complete names, addresses and contact numbers of replacement technicians hired in the latter's area of jurisdiction.		Office of the Election Officer
12	The sufficient number of qualified technical support personnel to man the technical hotlines and to give solution/s to the reported problems at the NTSC.		COMELEC, Palacio del Gobernador, Intramuros, Manila
13.1	Procedures/rules to be followed at the NTSC by the technical support (including documentation on the possible systems problems that may		

	encounter and the possible solutions to the problems)		
13.2	Submission of resume of all levels of technical support		
13.6	Activation of NTSC		
14	Submission of number of technical support personnel to be hired, and the plan for hiring, training, documentation and operational procedures		
16	Coordination with the NTSC provider on the requirements for space, system, data, reporting, coordination and other related requirements.		
17	The winning bidder shall provide coordinators with field of specialization on all items above and shall submit proof of specialization such as resume, certification of expertise, certification of number of years of experience and the like		

Conforme:

Name of Company (in print)

Name and Signature of Company Authorized Representative

Date

**2016 NATIONAL AND LOCAL AUTOMATED ELECTIONS
IMPLEMENTATION CALENDAR v5.0 (DRAFT ONLY)**

<i>ACTIVITIES</i>	<i>DATE START</i>	<i>DATE FINISH</i>
<i>A. Automation Project - May 9, 2016 Elections</i>	<i>Tue 12/03/13</i>	<i>Thu 11/10/16</i>
1. COMELEC Steering Committee	Tue 12/03/13	Mon 5/09/16
.	Mon 5/09/16	Mon 5/09/16
1.2 Preliminary Decision/ Meeting on Registration/ Preparatory Activities	Tue 12/03/13	Fri 4/29/16
2. Determination of AES Technology to use	Thu 3/27/14	Fri 8/29/14
2.1 Convening of COMELEC Advisory Council	Thu 3/27/14	Thu 3/27/14
2.2 DBM Approval of Budget	Thu 6/26/14	Thu 6/26/14
2.3 CAC Technology Fair	Sun 7/27/14	Sun 7/27/14
2.4 Submission of CAC Recommendation of Technology to use	Fri 8/15/14	Fri 8/15/14
2.5 COMELEC EnBanc Resolution on Technology to Use	Fri 8/29/14	Fri 8/29/14
3. Project Management Team Formation and Operation	Wed 10/15/14	Thu 11/10/16
4. Procurement	Wed 10/01/14	Thu 11/05/15
4.1 OMRs	Wed 10/01/14	Mon 5/18/15
4.10 Equipment (servers, workstation, printer network devices) for EMS, Central server, Transparency server, Back-up server and Web server	Mon 3/02/15	Fri 6/05/15
4.11 Deployment	Fri 5/01/15	Sun 8/30/15
4.12 Unbundled CF Card(Main), CF Card (WORM), thermal paper, i-Button, SD Card, CF Card Reader, USB for CCS and battery (if needed)	Mon 5/04/15	Mon 10/05/15
4.13 Other consummables	Mon 6/01/15	Wed 9/30/15
4.14 National Technical Support Center	Mon 6/01/15	Wed 9/30/15
4.15 Equipment, supplies and materials for Pre-LAT	Thu 6/04/15	Thu 11/05/15
4.16 EDCVL Printing	Wed 7/01/15	Fri 10/30/15
4.2 DRE	Wed 10/01/14	Mon 5/18/15
4.3 ERTS	Wed 3/04/15	Tue 6/30/15
4.4 Warehousing	Wed 3/04/15	Sat 5/30/15
4.5 Voter Verification	Tue 3/10/15	Tue 7/07/15
4.6 International Certification Entity	Mon 12/01/14	Sat 2/28/15
4.7 Refurbishment of Machines	Mon 12/01/14	Sun 3/29/15
4.8 Laptop for CCS with printer	Mon 3/02/15	Fri 6/05/15
4.9 Bundled ballot paper (including consumables for ballot printing) and marking pen	Mon 3/02/15	Fri 6/05/15
5. Systems Customization/Development	Wed 5/20/15	Tue 9/22/15
6. Testing of systems/application software (Lab Test)	Sat 8/15/15	Wed 9/30/15
7. Refurbishment of Existing Machines	Mon 3/02/15	Mon 11/30/15
8. Delivery of machines (VCM, CCS, EMS servers, printers, CS, TS, BS, Website, workstations, network devices, UPS, batteries, etc.)	Tue 6/02/15	Wed 9/02/15
9. Field Test Activities	Sat 10/10/15	Thu 10/22/15
10. TEC Systems Certification	Mon 6/01/15	Tue 12/15/15
11. Local Source Code Review (Base Code)	Fri 5/15/15	Mon 1/25/16
16.1 Local Source Code Review (Base Code/PCOS)	Fri 5/15/15	Sat 8/15/15

ACTIVITIES	DATE START	DATE FINISH
16.2 Local Source Code Review (Base Code/OMR & DRE)	Mon 6/15/15	Sat 8/15/15
16.3 Local Source Code Review (after TEC Certification)	Tue 1/05/16	Mon 1/25/16
12. Release of General Instructions	Mon 10/26/15	Mon 10/26/15
13. Mock Election	Sun 11/08/15	Sun 11/08/15
14. Release of Contingency Plan	Mon 11/23/15	Mon 11/23/15
15. Preparation and finalization of Project of Precincts (POP), List of Voters and List of Candidates	Tue 3/31/15	Tue 12/15/15
15.1 Last day to file petition for registration under the party-list system of representation. (Sec. 5, Comelec Resolution No. 9366 dated February 21, 2012).	Tue 3/31/15	Tue 3/31/15
15.2 Last day for any party-list group duly registered under the party-list system of representation, desiring to participate in the May 09, 2016 National and Local Elections to file Manifestation of Intent to Participate. (Sec. 3, Rule 3, Comelec Res	Thu 4/30/15	Thu 4/30/15
15.3 Cancellation of registration or delisting of party-list groups who failed to participate in the last two preceding elections or failed to obtain at least two per centum (2%) of the votes cast under the party-list system in the two preceding elec	Thu 4/30/15	Thu 4/30/15
15.4 Allocation of elective seats for Member, House of Representatives and other local elective positions (See Comelec Resolution No. 9526 dated September 26, 2012.)	Tue 8/04/15	Tue 8/04/15
15.5 Holding of political conventions by political parties to select and nominate official candidates for all elective positions. (Sec. 13, R.A. 9369).	Sat 9/12/15	Sun 10/11/15
15.6 Filing of certificates of candidacy for all elective positions. (Sec. 13, R.A. 9369).	Mon 10/12/15	Fri 10/16/15
15.7 Last day for overseas voters to file application for transfer of registration records from the overseas registry to the local registry. (Sec. 9, R.A. 10590 as implemented by Art. 46 and 49, Comelec Resolution No. 9843 dated January 15, 2014).	Mon 10/12/15	Mon 10/12/15
15.8 Last day to file petition for exclusion of an overseas voter from the National Registry of Overseas Voters (NROV). (Sec. 8, R.A. 10590 as implemented by Art. 40, Comelec Resolution No. 9843 dated January 15, 2014).	Mon 10/12/15	Mon 10/12/15
15.9 Last day for all political parties or coalition of political parties to submit to the Law Department of the Commission, the names and specimen signatures of the authorized signatories of their official party nominations. (See Sec. 6, Comelec Reso	Wed 10/14/15	Wed 10/14/15
15.10 Suspension of registration, transfer of registration records, validation of registration records, etc.	Sun 10/11/15	Thu 10/15/15
15.11 Submission of Certificate of Candidacy to Law Department	Mon 10/19/15	Mon 10/19/15
15.12 Last day of Registration	Sat 10/31/15	Sat 10/31/15
15.13 PCVL Supplies and Consumables Readiness	Sat 10/31/15	Sat 10/31/15

ACTIVITIES	DATE START	DATE FINISH
15.14 Last day for registered overseas voters who transfer residences from one place to another within the same post and country, to update their addresses. (Art. 45, Comelec Resolution No. 9843 dated January 15, 2014).	Sat 10/31/15	Sat 10/31/15
15.15 Last day for local voters to file applications for registration, transfer of registration records, reactivation, correction of entries, validation, etc. (Sec. 2, Resolution No. 9853 dated February 19, 2014).	Sat 10/31/15	Sat 10/31/15
15.16 Last day for overseas Filipinos to file (1) Notice of Change of Address to Another Post Pending Approval /Disapproval of Their Applications for Registration/Certification; or (2) Withdrawal of pending applications.	Sat 10/31/15	Sat 10/31/15
15.17 Last day for registered overseas voters to file applications for transfer of registration records from one Post to another or from one country to another belonging to the same Post. (Sec. 9, R.A. 10590 as implemented by Art. 47, Comelec Reso	Sat 10/31/15	Sat 10/31/15
15.18 Last quarterly meeting of the Election Registration Boards (ERBs) to: (1) approved/disapprove applications for local registration, transfer of registration records, correction of entries, etc; and (2) deactivate voters who failed to have their bi	Mon 11/16/15	Mon 11/16/15
15.19 Last day for the Resident Election Registration Boards (RERBs) to act on all applications for registration/certification as overseas voter. (Sec. 3, Comelec Resolution No. 9862 dated April 01, 2014).	Mon 11/16/15	Mon 11/16/15
15.20 Final Project of Precincts (POP), List of Voters and List of Candidates	Thu 11/26/15	Tue 12/15/15
15.21 Last day for OAV Mode of Voting Decision	Fri 12/11/15	Fri 12/11/15
15.22 Last day for registered overseas voters to file application for reactivation of registration records. (Art. 52, Comelec Resolution No. 9843 dated January 15, 2014).	Fri 12/11/15	Fri 12/11/15
15.23 Last day for the substitute of a candidate who has withdrawn, to file Certificate of Candidacy. (See Sec. 6, Comelec Resolution No. 9518 dated September 11, 2012.)	Mon 12/14/15	Mon 12/14/15
15.24 Conduct of raffle of accredited party-list groups for purposes of determining the order of their listing in the official ballot. (See Comelec Resolution No. 9467 dated June 15, 2012 as amended by Comelec ResolutionNo. 9572 dated December 6, 20	Mon 12/14/15	Mon 12/14/15
16. Random Manual Audit (RMA)	Thu 10/15/15	Mon 5/09/16
21.1 Constitution of RMA Committee to draft the Rules	Thu 10/15/15	Thu 10/15/15
21.2 Formulation of Rules and Guidelines	Fri 10/16/15	Thu 12/03/15
21.3 Constitution of RMA Teams	Tue 1/05/16	Tue 1/05/16
21.4 Conduct of Random Manual Audit	Mon 5/09/16	Mon 5/09/16
17. Hiring of Technical Support	Tue 12/01/15	Mon 2/01/16
18. Election period	Sun 1/10/16	Wed 6/08/16

ACTIVITIES	DATE START	DATE FINISH
19. Constitution of BOCs and BEIs, SBRCGs, SBEIs and SBOCs	Fri 1/15/16	Mon 1/18/16
20. Training	Sat 8/01/15	Fri 4/08/16
21. Conduct Public demonstration using machines	Tue 12/01/15	Fri 4/08/16
22. Ballots and Machines configuration and testing	Tue 12/01/15	Sat 4/30/16
23. Transmission Preparation	Thu 4/02/15	Fri 4/15/16
24. EDCVL Printing and Shipment	Mon 1/04/16	Thu 3/24/16
25. Site Preparation	Mon 6/01/15	Mon 4/25/16
26. Deployment	Wed 3/02/16	Mon 5/02/16
26.1 Deployment of machines/transmission equipment to Regional Hubs	Wed 3/02/16	Mon 4/25/16
26.2 Ship ballots (including for OAV)	Mon 3/21/16	Mon 5/02/16
26.3 Deployment of machines/transmission equipment to Polling Centers/ canvassing centers	Mon 4/25/16	Mon 5/02/16
27. 2016 Overseas Absentee Voting	Wed 1/15/14	Sun 8/07/16
27.1 Pre-registration	Wed 1/15/14	Fri 5/02/14
27.2 Registration/ Publication/ERB Hearings	Tue 5/06/14	Sun 8/07/16
27.3 Pre-election	Tue 12/08/15	Thu 3/31/16
27.4 Voting Period	Sat 4/09/16	Mon 5/09/16
28. Testing and sealing of the VCMs/DREs. (Sec. 12, R.A. 9369 in relation to Sec. 28, R.A. 8436)	Mon 5/02/16	Fri 5/06/16
29. Election Day	Mon 5/09/16	Mon 5/09/16
29.1 Convening of the Municipal/City/District, Provincial and Regional Boards of Canvassers	Mon 5/09/16	Mon 5/09/16
30. Count precinct and proclaim City/ Municipality winners	Mon 5/09/16	Thu 5/12/16
31. Canvass results and proclaim winners	Fri 5/13/16	Sun 5/15/16
32. Post Election Activities	Tue 5/10/16	Mon 10/31/16
32.1 Back-up	Tue 5/10/16	Fri 6/24/16
32.1 Reverse Logistics	Tue 5/10/16	Mon 10/31/16
32.3 Submission of all back-up files (configuration and election results)	Tue 5/10/16	Fri 6/10/16
32.4 Turn-over of all storage devices, all consumables used	Tue 5/10/16	Mon 10/31/16
32.5 Submission of Post Election Reports	Mon 10/31/16	Mon 10/31/16
33. Other Preparatory SK 2015 and NLE 2016 Activities	Sun 2/01/15	Wed 6/08/16
33.1 Suspension of registration, transfer of registration records, validation of registration, etc., in connection with the February 21, 2015 Sangguniang Kabataan Elections. (Comelec Resolution No. 9005 dated October 21, 2014)	Sun 2/01/15	Sat 2/28/15
39.2 Election Period, Gun Ban and other prohibitions related to this, in connection with the February 21, 2015 Sangguniang Kabataan Elections, (15 days before Election Day and 9 days after/ Comelec Resolution No. 9928 dated January 20, 2015)	Fri 2/06/15	Mon 3/02/15
39.3 Last day to prepare and update CLOV and furnish copies to the PHL embassies, consulates, and other foreign service establishments abroad. (Sec. 20, R.A. 10590 as implemented by Art. 54, Comelec Resolution	Sun 1/10/16	Sun 1/10/16

<i>ACTIVITIES</i>	<i>DATE START</i>	<i>DATE FINISH</i>
No. 9843 dated January 15, 2014).		
39.4 Last day to publish the NROV at the website of the Commission and DFA. (Art. 41, Comelec Resolution No. 9843 dated January 15, 2014).	Sun 1/10/16	Sun 1/10/16
39.5 Last day for overseas voters to file applications for correction of entries and change of name in the NROV, CLOV or Voters' ID. (Art. 43, Comelec Resolution No. 9843 dated January 15, 2016).	Sun 1/10/16	Sun 1/10/16
39.6 Last day to file petition for inclusion of voters in the local list of voters. (Sec. 49, Comelec Resolution No. 9853 dated February 19, 2014).	Mon 1/25/16	Mon 1/25/16
39.7 Last day to file petition for exclusion of voters in the local list of voters. (Sec. 50, Comelec Resolution No. 9853 dated February 19, 2014).	Sat 1/30/16	Sat 1/30/16
39.8 Last day to post the certified and final list of voters. (Sec. 30, R.A. 8189).	Tue 2/09/16	Tue 2/09/16
39.9 Last day for overseas voters to file applications for reinstatement in the NROV. (Art. 42, Comelec Resolution No. 9843 dated January 15, 2014).	Tue 2/09/16	Tue 2/09/16
39.10 Campaign period for candidates for President, Vice President, and Senators. (Sec. 5, R.A. 7166).	Tue 2/09/16	Sat 5/07/16
39.11 Campaign period for party-list groups participating in the party-list system of representation. (Sec.4, R.A. 7941).	Tue 2/09/16	Sat 5/07/16
39.12 Last day to file Petition for accreditation for the purpose of determining the dominant majority party, dominant minority party, 10 major national parties, and two major local parties in connection with the May 9, NLE. (Ref: Comelec Resolution No. 9611 dated January 15, 2013.)	Fri 2/12/16	Fri 2/12/16
39.13 Last day to file applications to avail of local absentee voting.	Mon 3/07/16	Mon 3/07/16
39.14 Last day to receive accomplished applications forms for local absentee voting. (Sec. 7 (b), Comelec Resolution No. 9637 dated February 13, 2013.) (NOT LATER THAN MARCH 10 2016)	Thu 3/10/16	Thu 3/10/16
39.15 Issuance or sending of notices of inspection and verification of completeness of the book of voters. (Sec. 31, R.A. 8189).	Thu 3/10/16	Thu 3/24/16
39.16 Inspection, verification and sealing of the precinct book of voters. (Sec. 31, R.A. 8189).	Fri 3/25/16	Sat 4/09/16
39.17 Last day to file petition/request for transfer of voting center/polling center. (Sec. 153, OEC.)	Fri 3/25/16	Fri 3/25/16
39.18 Campaign period for candidates for Member, House of Representatives and local elective positions. (Sec. 5, R.A. 7166)	Fri 3/25/16	Sat 5/07/16
39.19 Last day to furnish every registered voter with a Voters Information Sheet (VIS). (Sec. 1, R.A. 7904).	Sat 4/09/16	Sat 4/09/16

ACTIVITIES	DATE START	DATE FINISH
39.20 Last day to verify eligibility of applicants. (Sec. 7 (c), Comelec Resolution No. 9637 dated February 13, 2013. (30 days before election)	Sat 4/09/16	Sat 4/09/16
39.21 Last day to prepare list of qualified voters for local absentee (Sec. 7 (c), Comelec Resolution No. 9637 dated February 13, 2013. (30 days before election)	Sat 4/09/16	Sat 4/09/16
39.22 Last day for Election Officers (EOs) to post prominently in his office, in the bulletin board of the city/municipality, and in three other conspicuous places in the city/municipality the notice on the designated counting centers. (Sec. 17, R.A. 9369).	Mon 4/18/16	Mon 4/18/16
39.23 Last day to post in the Comelec Website the notice on the designated counting centers, and to publish the same in the local newspapers. (Sec. 17, R.A. 9369).	Mon 4/18/16	Mon 4/18/16
33.24 Transmit list of qualified absentee voters together with voting paraphernalia. (See Sec. 7 (e), Comelec Resolution No. 9637 dated February 13, 2013).	Thu 4/21/16	Thu 4/21/16
33.25 Last day to constitute SBEIs/SBOC for local absentee voting	Thu 4/21/16	Thu 4/21/16
39.26 Last day to furnish copies of the continuity plan to all political parties and party-lists, and to publish in at least two (2) newspapers of general circulation, and post the same at the Comelec Website. (Sec. 11, R.A. 9369).	Sun 4/24/16	Sun 4/24/16
39.27 Voting by local absentee voters (based on Sec. 4 of Comelec Resolution No. 9637 dated February 13, 2013)	Mon 4/25/16	Wed 4/27/16
39.28 Receive accomplished local absentee ballots and other related documents)	Mon 5/09/16	Mon 5/09/16
39.29 Count votes cast by local absentee voters. (Immediately after 7:00 o'clock p.m.)	Mon 5/09/16	Mon 5/09/16
39.30 Last day to file Statement of Contributions and Expenditures (SOCE). (Sec. 14, R.A. 7166).	Wed 6/08/16	Wed 6/08/16



Republic of the Philippines
COMMISSION ON ELECTIONS
M a n i l a

SECTION VII

Technical Specifications

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS

BAC Reference No.02-2014-AES-DRE

BIDS AND AWARDS COMMITTEE

2015

SECTION VII

Technical Specifications

INSTRUCTIONS: 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 Bidder’s 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 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 Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state “Comply” or “Not Comply”</i>	Specific Reference <i>in Bidder’s Bid Supporting Statement of Compliance</i>
COMPONENT 1: Election Management System (EMS) and Precinct-Based Direct Recording Electronic (DRE) Technology		
1. The Bidder shall show proof of compliance to the following minimum technical specifications for the required Automated Election System (AES) for the 2016 National and Local Elections (NLE).		
2. The Bidder’s claims of compliance shall be supported by documentary evidence and shall be verified and validated by a product and/or systems test to be conducted by COMELEC, as applicable.		
3. The EMS and DRE system shall comply with		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
the minimum system capabilities as indicated in RA 9369, as follows:		
3.1 Adequate security against unauthorized access;		
3.2 Accuracy in recording and reading of votes as well as in the tabulation, consolidation/canvassing, electronic transmission, and storage of results;		
3.3 Error recovery in case of non-catastrophic failure of device;		
3.4 System integrity which ensures physical stability and functioning of the vote recording and counting process;		
3.5 Provision for voter verified paper audit trail;		
3.6 System auditability which provides supporting documentation for verifying the correctness of reported election results;		
3.7 An election management system for preparing ballots and programs for use in the casting and counting of votes and to consolidate, report and display election result in the shortest time possible;		
3.8 Accessibility to illiterates and disabled voters;		
3.9 Vote tabulating program for election, referendum or plebiscite;		
3.10 Accurate ballot counters;		
3.11 Data retention provision;		
3.12 Provide for the safekeeping, storing and archiving of physical or paper resource used in the election process;		

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3.13 Utilize or generate official ballots as herein defined;		
3.14 Provide the voter a system of verification to find out whether or not the machine has registered his choice;		
3.15 Configure access control for sensitive system data and functions;		
A. Election Management System (EMS)		
1. The Bidder shall show proof of compliance to the following minimum technical specifications for the required Automated Election System (AES) for the 2016 NLE.		
2. The Bidder's claims of compliance shall be supported by documentary evidence and shall be verified and validated by a product and/or systems test to be conducted by COMELEC, as applicable.		
3. The EMS shall refer to a single unified software application which shall enable the COMELEC to completely and fully manage all pre-election data requirements for election configuration purposes, without the use of other software unless otherwise specified herein.		
4. The EMS shall comply with the following minimum requirements, which shall be able to be demonstrated by the Bidder as compliant during the submission of its Bid, unless specified as a customization requirement.		
5. It shall have the following general capabilities:		
5.1 The EMS shall have system administration utilities as a general capability, which shall		

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be used in managing user accounts, rights and privileges, including system and audit log files monitoring and backup files generation, among others.		
5.2 The EMS shall have pre-election data management as a general capability, which shall be used in managing all data to be used for election purposes, including data import of election data files from existing COMELEC software applications.		
5.3 The EMS shall have election configuration files management and generation as a general capability, which shall be used in generating the location-specific configuration files for each DRE or Electronic Voting Machine (EVM).		
5.4 The EMS shall have ballot definition management and ballot face generation as a general capability, which shall be used in managing the generation of the on-screen digital ballot faces.		
5.5 The EMS shall have machine configuration management as a general capability, which shall be used in turning on or off certain EVM functionalities.		
5.6 The EMS shall have election results report format management as a general capability, which shall be used in managing all e-Day report formats to be generated by the EVM.		
6. The EMS shall be a single integrated system where all functionalities are made available from one user interface (UI) only.		
6.1 The EMS shall completely and fully provide for all election data management		

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<p>requirements - from importing or encoding of data to generation of all election configuration files, ballot faces, passwords and all reports.</p>		
<p>6.2 The EMS shall not make use of other additional computerized applications or scripts that shall be run from outside of it to execute its data management functionalities.</p>		
<p>7. The EMS shall use a database management system (DBMS) that is compatible with the current DBMS of the COMELEC, such as Oracle, MySQL or MS SQL.</p>		
<p>8. The EMS shall log all user activities in the system, together with the date-and-time stamp for each.</p>		
<p>9. The EMS shall be able to execute the following data or record management functionalities based on user access rights privileges:</p>		
<p>9.1 Based on user access rights and privileges, the EMS shall be able to import, create or add new records into it.</p>		
<p>9.2 Based on user access rights and privileges, the EMS shall be able to read, display or view, and print records.</p>		
<p>9.3 Based on user access rights and privileges, the EMS shall be able to update or edit election data records.</p>		
<p>9.4 Based on user access rights and privileges, the EMS shall be able to delete or remove election data records.</p>		
<p>9.5 Based on user access rights and privileges, the EMS user shall be able to create EVM configuration files, passwords & usernames, ballot faces and other such</p>		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
<p>requirements to be indicated in the Systems Customization Phase.</p>		
<p>10. The EMS shall enable COMELEC to manage the following election data, which shall include the user capability to create, retrieve/read, update, and delete (CRUD) records, based on assigned user rights and privileges:</p>		
<p>10.1 The EMS shall enable COMELEC to manage its election data on geographical sub-divisions, such as regions, provinces, cities, municipalities, and barangays.</p>		
<p>10.2 The EMS shall enable COMELEC to manage its election data on voting jurisdictions, such as legislative districts, provincial districts, regional districts, councilor districts, and post/embassies (which is applicable for participating Overseas Voting (OV) countries only), and precincts.</p>		
<p>10.3 The EMS shall enable COMELEC to manage its election data on number of registered voters per established precinct.</p>		
<p>10.4 The EMS shall enable COMELEC to manage its election data on number of registered voters per clustered precinct.</p>		
<p>10.5 The EMS shall enable COMELEC to manage its election data on elective positions and number of seats to be voted for per position.</p>		
<p>10.6 The EMS shall enable COMELEC to manage its election data on candidate information, such as full name, nickname/stage name, elective position, gender, political party affiliation,</p>		

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jurisdiction where the candidate intends to run.		
10.7 The EMS shall enable COMELEC to manage Arabic text, which shall be used to show the equivalent Arabic translation of the English label of elective positions in the ballots for the Autonomous Region in Muslim Mindanao (ARMM) areas.		
10.8 The EMS shall enable COMELEC to manage title and date of elections as election data.		
10.9 The EMS shall enable COMELEC to manage its election data on information on members of the Boards of Election Inspectors (BEI), such as, but not limited to the following:		
10.9.1 The EMS shall enable COMELEC to manage BEI members' full names as election data.		
10.9.2 The EMS shall enable COMELEC to manage BEI members' positions in the Board (such as BEI Chairman, BEI Poll Clerk, BEI Member, EVM Technical Support) as election data.		
10.9.3 The EMS shall enable COMELEC to manage BEI members' positions area of assignment as election data.		
10.9.4 The EMS shall enable COMELEC to manage BEI members' user identification (ID) and passwords for EVM access as election data.		
10.9.5 The EMS shall enable COMELEC to manage BEI members' digital certificates or private/public key pairs		

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for EVM access as election data.		
10.9.6 As a customization requirement, the EMS shall enable COMELEC to manage other BEI members' data that shall be needed in the configuration of ballots and EVMs.		
11. The EMS shall be capable of importing pre-election configuration data from existing COMELEC MySQL and CSV (or comma-separated values) data files as part of its data management capabilities.		
11.1 The EMS shall also be capable of managing pre-election configuration data by direct entry.		
11.2 The EMS shall have a built-in functionality for verification and validation of the integrity and accuracy of data before allowing data import.		
11.3 The EMS shall have a reporting functionality to display the generated results of the data verification and validation after data import.		
12. The EMS shall allow for the user-configuration of the following information:		
12.1 The EMS shall allow for the user-configuration of the number of security keys or users needed to access the functionalities of EVM.		
12.2 The EMS shall allow for the user-configuration of the transmission destination of election results for each position in the EVM.		
12.3 The EMS shall be capable of enabling or disabling the functionality of locking the		

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EVM after the set timeout period for voting has lapsed.		
13. The EMS shall provide functionality for the creation of report templates for use in the reports to be generated by the EVM, such as the Initialization Report, the Election Returns (ER), the EVM Statistical Report, the Electronic Transmission Report and the EVM Audit Log Report.		
13.1 The EMS shall provide functionality for the management of the EVM report templates, which shall include, among others, the modification of the title of report, and the following report management functionalities.		
13.2 The EMS shall also allow for the option to import report templates from MSWord files, from ODF formats (such as Libre Office Writer files) and from plain text files.		
13.3 The EMS shall also allow the editing of entries or contents in said report templates.		
13.3.1 The EMS shall also allow the editing of elective positions to be included in or excluded from the report templates.		
13.3.2 The EMS shall also allow the editing of the wording of the certification in the report templates, together with other textual information.		
13.3.3 The EMS shall also allow the editing of the report format design, such as the placement or positioning of information, in the report template.		
13.3.4 The EMS shall also allow the editing of the data fields for inclusion or		

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exclusion in the report templates.		
13.3.5 The EMS shall also allow the editing of other information in the report templates, as may be indicated in the Systems Customization phase		
14. The EMS shall be able to generate the election configuration files needed to configure the EVM.		
14.1 The EMS shall be able to automatically generate location-specific configuration files.		
14.2 The EMS shall be able to restrict the votes that can be accepted by each machine depending on its configured location of assignment.		
14.3 The EMS shall be able to restrict the results that can be generated by each machine depending on its configured location of assignment.		
14.4 The configuration file's information shall include the date and title of the elections and the precinct for which the EVM was configured, together with information on its corresponding region, province, city/municipality or post/embassy, barangay, voting center, and candidate information, including digital certificates, and other such needed configuration data to ensure location-specific configuration.		
15. The EMS shall have a ballot definition module which shall enable COMELEC to fully manage on-screen digital ballot definition and design.		
15.1 The EMS's ballot definition module shall be able to automatically create the on-screen		

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digital ballot faces for EVM.		
15.2 The EMS's ballot definition module shall enable its user to preview the automatically generated on-screen digital ballot faces for verification purposes, based on assigned user rights and privileges.		
15.2.1 The EMS shall have a functionality for indicating by user input whether a specific ballot face has passed verification procedure.		
15.2.2 The EMS shall be able to record in its audit log which user reviewed and approved the ballot face.		
15.3 The EMS shall automatically generate one ballot face for each voting jurisdiction with a common set of candidates from the national level down to the city/municipal level or councillor district level, as applicable.		
15.4 The EMS shall automatically generate a unique ballot identifier code for each clustered precinct.		
15.5 The EMS shall be able to accommodate the final ballot design and layout as approved by the COMELEC en Banc.		
15.6 The ballot definition module of the proposed EMS shall comply with the Systems Customization Requirements to be provided by COMELEC within one month after the winning Bidder's technical presentation of its initial system to COMELEC.		
15.7 The ballot definition module of the proposed EMS shall be able to		

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accommodate the insertion or provision of Arabic translation of the titles of the offices to be voted for, in addition to and immediately below the English titles.		
15.8 The EMS shall create as many ballot faces as there are cities/municipalities and councilor districts for the NLE.		
16. The EMS shall be capable of maintaining an immutable audit log which shall contain the information for audit purposes.		
16.1 The EMS audit log shall contain the unique EMS machine ID from which the logged EMS activity or event happened.		
16.2 The EMS shall record the unique user ID for each EMS user for each audit log entry.		
16.3 The EMS shall record the specific date and time of the logged event and activity for each audit log entry.		
16.4 The EMS shall record the specific type of event for each audit log entry, such as whether system-generated, user activity, and error occurrence.		
16.5 The EMS shall record the specific EMS user action or activity while using the system in its audit log, including date and time of sign in and sign out, and specific access and action done to specific EMS records.		
16.6 The EMS shall record the specific error messages for errors encountered by the system, including system and user errors.		
17. The EMS shall write its log entries in such a way that they can be easily understood by its regular users and shall not make use of coded language, without readily providing the		

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equivalent meaning.		
17.1 The EMS shall enable its user to select a period of date/time to display the concerned contents of the log files.		
18. The EMS shall allow the export of its databases or data tables containing the information of these reports in MySQL or CSV file format.		
19. The EMS shall have a built-in system functionality to allow back-up of all data in the EMS server.		
19.1 The EMS shall generate the back-up file in a data format that can readily be re-used by the system for data recovery purposes.		
19.2 The EMS shall restore the back-up file without its user having to manually regenerate any the needed files needed to continue working on the EMS based on the restored data.		
20. The EMS shall ensure the uniqueness of the generated ballot faces, which may make use of ballot IDs or any other appropriate mechanism to ensure uniqueness and facilitate identification of the concerned ballot faces.		
21. The EMS shall have a built-in functionality to display the hash code generated for it by an external hash code generator.		
21.1 The EMS shall be customizable to accommodate the specific location in its UI screens of the generated hash code, and the duration of availability for display.		
21.2 The EMS shall be able to print this hash code on all reports to be generated by the system.		

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21.3 The winning Bidder shall provide a separate application which shall be capable of extracting the generated hash code for the EMS and validating the integrity of the same.		
21.3.1 The source codes of the hash code extractor and validator for the EMS shall be turned-over to COMELEC before its implementation, including proper source code and instructional documentation manuals, and training on understanding the same.		
22. The EMS shall have an automated built-in capability to verify whether the touchscreen sensors or push buttons corresponding to the name of the candidate on the ballot display are correct.		
22.1 The EMS shall be able to handle all lengths of candidate names without truncating the same, and display them on the ballot accordingly in a readable manner.		
23. The EMS shall be able to export the on-screen digital ballot face to PDF format and to any format needed for verification purposes.		
24. The EMS shall be capable of automatically generating on-screen digital ballot designs with the following required features:		
24.1 The EMS shall enable the inclusion of the Seal of the Republic of the Philippines on the on-screen digital ballot design.		
24.2 The EMS shall enable the inclusion of the date and title of the elections on the on-screen digital ballot design.		

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24.3 The EMS shall enable the inclusion of the positions and names of the candidates on the on-screen digital ballot design.		
24.4 The EMS shall enable the inclusion of the information that shall identify the ballot jurisdiction codes and its ballot code on the on-screen digital ballot design.		
24.5 The EMS shall be able to handle all candidate names of a position in one display, without truncating the same.		
24.5.1 For this purpose, the EMS may make use of a scrollable long page for the EVM.		
25. The EMS shall be capable of managing pre-election configuration data by importing the following data from COMELEC's current EMS (COMELEC-EMS).		
25.1 The EMS shall be capable of managing pre-election configuration data by importing COMELEC-EMS data on geographical subdivisions, such as regions, provinces, cities, municipalities, and barangays.		
25.2 The EMS shall be capable of managing pre-election configuration data by importing COMELEC-EMS data on voting jurisdictions, such as legislative districts, provincial districts, regional districts, councilor districts, and post/embassies (which is applicable for participating Overseas Voting (OV) countries only), and precincts.		
25.3 The EMS shall be capable of managing pre-election configuration data by importing COMELEC-EMS data on the number of registered voters per established precinct.		

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25.4 The EMS shall be capable of managing pre-election configuration data by importing COMELEC-EMS data on the number of registered voters per clustered precinct.		
25.5 The EMS shall be capable of managing pre-election configuration data by importing COMELEC-EMS data on elective positions and number of seats to be voted for per position.		
25.6 The EMS shall be capable of managing pre-election configuration data by importing COMELEC-EMS data on candidate information, such as full name, nickname/stage name, elective position, gender, political party affiliation, and jurisdiction where he intends to run.		
25.7 The EMS shall be capable of managing pre-election configuration data by importing COMELEC-EMS data on Arabic text.		
26. The EMS shall be operated and accessed by authorized and authenticated users only with the use of unique usernames and user-modifiable passwords, at the very least, with multiple user access levels.		
27. All indicated EMS system functionalities shall be made available for access from EMS workstations or clients, and not from the server.		
28. The Bidder shall submit with its bid proposal the total number of lines of code of all proposed systems which would be the subject of the source code review, together with a breakdown of the corresponding lines of code for all related components.		

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29. The EMS shall be able to import large data without manually dividing the files into parts.		
29.1 For the User Acceptance Test (UAT), the winning bidder shall be able to demonstrate the capability of its EMS system to import a large data file with a minimum file size of 5GB without manually dividing it into smaller parts.		
29.2 The winning Bidder shall provide the appropriate and sufficient software and hardware to COMELEC which shall be able to accommodate the management of COMELEC data without adversely impacting data processing performance, subject to the acceptance of COMELEC.		
29.3 If at any time during project implementation, all provided hardware and software shall be verified by COMELEC to be insufficient to meet COMELEC's data processing needs for the purpose, the winning Bidder shall be liable to upgrade or replace the same at no extra cost to COMELEC and without causing substantial delay in its Implementation Calendar.		
30. The base Source Code of the EMS shall be made available to COMELEC not later than 60 days from the issuance of the Notice of Award for purposes of Source Code Review by interested parties, subject to rules and regulations for the same COMELEC.		
31. The EMS shall be customizable in accordance with the requirements of this TOR.		

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32. The EMS shall be required to comply the following minimum customizable functionalities to be tested and verified during the scheduled systems customization period, as indicated in the 2016 NLE Implementation Calendar, or before the systems acceptance:		
32.1 The EMS system shall not allow edit, delete or add to the data imported from COMELEC EMS created configuration.		
32.1.1 The EMS shall able to distinguish if data that it is managing came from the COMELEC-EMS and shall not allow these data to be modified.		
32.1.2 The EMS shall only allow modification of data that have been created in it or inputted to it, including all data that is not a part of the imported data from the COMELEC-EMS.		
32.2 The EMS shall be able to generate and display imported data and set configurations, together with a summary of the results, for verification purposes.		
32.2.1 The EMS shall provide different options for filtering display or views of the imported data and set configurations to facilitate verification, such as, but not limited to the following:		
32.2.1.1 Based on imported data, the EMS shall provide multi-level (i.e. national, regional, provincial, city/municipal)lists (with statistical reports) of geographical divisions , with the underlying subdivisions,and the number of		

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<p>registered voters.</p>		
<p>32.2.1.2 Based on imported data, the EMS shall provide multi-level (i.e. national, regional, provincial, city/municipal) lists (with statistical reports) of voting jurisdictions, with the number of registered voters.</p>		
<p>32.2.1.3 Based on imported data, the EMS shall provide multi-level (i.e. national, regional, provincial, city/municipal) lists (with statistical reports) of elective positions and number of seats to vote for each position, together with other positions that may be added before the elections.</p>		
<p>32.2.1.4 Based on imported data, the EMS shall provide multi-level (i.e. national, regional, provincial, city/municipal, district) lists (with statistical reports) of candidates per voting jurisdiction and for other geographic subdivisions that may be added before the elections.</p>		
<p>32.2.1.5 Based on imported data, the EMS shall provide multi-level (i.e. national, regional, provincial, city/municipal, district) lists (with statistical reports) of established precincts, with number of registered voters.</p>		
<p>32.2.1.6 Based on imported data, the EMS shall provide multi-level (i.e. national, regional, provincial,</p>		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
city/municipal, district) lists (with statistical reports) of clustered precincts , with number of registered voters.		
32.2.1.7 Based on imported data, the EMS shall provide multi-level (i.e. national, regional, provincial, city/municipal, district) lists (with statistical reports) of clustered precincts, with established precincts included in the cluster , together with number of registered voters.		
32.2.2 The EMS shall also be able to display summary and breakdown of statistical figures in relation to the above lists or displays to facilitate verification, such as the number of elective positions and candidates per report, total number of reports, and number of data fields per report, among others.		
32.3 The EMS shall allow for the editing or modification of entries or data provided by the winning bidder.		
32.4 The EMS shall employ at least three (3) levels of user access, which shall be categorized, at the very least, as follows:		
32.4.1 The EMS shall employ a regular user level, which shall be assigned with basic computer operational roles, such as generation of approved configuration files, EVM usernames and passwords, and viewing of EMS data, or as may be assigned or revoked by designated EMS Administrators;		

<p style="text-align: center;">REQUIREMENTS / SPECIFICATIONS</p>	<p style="text-align: center;">Statement of Compliance <i>Just state "Comply" or "Not Comply"</i></p>	<p style="text-align: center;">Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i></p>
<p>32.4.2 The EMS shall employ an intermediate user level, which shall be assigned with regular user roles, correction of imported data, and approval of configuration files, or as may be assigned or revoked by designated EMS Administrators;</p>		
<p>32.4.3 The EMS shall employ an administrator user level, which shall be assigned with all regular and intermediate user roles, and reference file management roles, including data import, together with monitoring roles, and assigning or revoking of user rights and privileges.</p>		
<p>32.5 The EMS shall be easy to use and operate, and shall make use of a graphical user interface (GUI).</p>		
<p>32.5.1 The EMS on-screen messages and instructions shall be subject to approval and modification by COMELEC in view of the ease-of-use requirement.</p>		
<p>32.5.1.1 The EMS shall have a message format management functionality, which the COMELEC may use to modify on-screen messages.</p>		
<p>32.5.2 The EMS shall have such features as understandable and helpful screen prompts, descriptive error messages with corresponding needed corrective actions, and help screens.</p>		
<p>32.5.3 The EMS shall have a built-in user or operation manual, which shall be</p>		

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<p>accessible from a Help menu, and which shall provide the needed instructions on how to use and operate the system.</p>		
<p>32.5.3.1 The contents of the EMS built-in user or operation manual, and its wordings, shall be subject to approval and modification by the COMELEC.</p>		
<p>32.5.4 The EMS shall be easy to use in such a way that by just following the instructions in its built-in User Manual, a user shall be able to successfully create all configurations, including the ballot faces, and without manual intervention from outside the system.</p>		
<p>32.5.4.1 For this purpose, the EMS built-in User Manual shall contain complete, accurate and understandable information and instructions on ballot configuration, machine configuration, data import, error management, systems administration.</p>		
<p>32.6 EMS user rights and privileges shall be different for each user access level, with a basic set of permissions allowed per level.</p>		
<p>32.6.1 The EMS shall enable the addition of selected user rights and privileges from other user access levels.</p>		
<p>32.7 The EMS shall be able to generate the following reports as of date/time of report</p>		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
generation:		
32.7.1 The EMS shall be able to generate multi-level (i.e. national, regional, provincial, and city/municipal) statistical reports on generated (and not yet generated) ballot faces per date, with summary and detailed listing, based on the final formats to be approved by COMELEC.		
32.7.2 The EMS shall be able to generate multi-level (i.e. national, regional, provincial, and city/municipal) statistical reports on generated (and not yet generated) machine configuration files per date for all machines, with summary and detailed listing, based on the final formats to be approved by COMELEC.		
32.7.3 The EMS shall be able to generate multi-level (i.e. national, regional, provincial, and city/municipal) statistical reports on generated (and not yet generated) machine usernames and/or passwords, with summary and detailed listing, based on the final formats to be approved by COMELEC.		
32.7.4 The EMS shall be able to generate multi-level lists of voting jurisdictions, with summary and detailed statistical reports, based on the final formats to be approved by COMELEC.		
32.7.5 The EMS shall be able to generate multi-level lists of elective positions per voting jurisdiction; with summary and detailed statistical reports, based on the final formats to be approved by COMELEC.		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
32.7.6 The EMS shall be able to generate multi-level lists of candidates per position per voting jurisdiction, with summary and detailed statistical reports, based on the final formats to be approved by COMELEC.		
32.8 The EMS shall be able to generate a checklist for visual monitoring of the status of generation of ballot faces, and of machine configuration files, as of report generation.		
32.9 The winning bidder shall be further required to customize the EMS in order to be compatible with COMELEC's existing Consolidation/Canvassing System (CCS) at no additional cost to the Commission.		
32.10 The EMS shall have a functionality for selecting information to add to or remove from the information available in all of the EMS displays, screens, and reports, based on assigned user rights and privileges.		
32.11 The EMS shall have a functionality for renaming labels of information available in EMS displays, screens, and reports, based on assigned user rights and privileges, to suit COMELEC terminologies and how they are used.		
33. All related requirements by the EMS which are needed to make it fully operational for the entire duration of the project (including requirements for all tests, Final Testing and Sealing (FTS), training, public demo, certification, E-Day) shall be included in the		

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<p>proposal/ offer, including the software and hardware, back-up power supply, all other supplies and materials, printers, and other equipment and peripherals, consumables and other related services.</p>		
<p>33.1 The winning Bidder shall not demand for additional payment from COMELEC to procure additional EMS requirements during Project Implementation for items that it may have overlooked in its Bid Proposal.</p>		
<p>33.2 The Bidder shall make use of the Financial Proposal Template to indicate a detailed listing of the items, with breakdown of costs, in its proposal.</p>		
<p>33.3 The winning Bidder shall bear all additional costs for EMS-related goods and services that it failed to include in its proposal, but shall be deemed required to be provided as part of the "all requirements" inclusivity specification.</p>		
<p>34. After Project implementation, in case the COMELEC decides to exercise the option to purchase the DRE system, the COMELEC shall be free to use or modify the system as it sees fit without incurring any liability from the winning Bidder.</p>		
<p>B. Precinct-Based Vote Counting Machine</p>		
<p>1. The DRE system shall comply with the following minimum requirements which shall be able to be demonstrated by the bidder as compliant during the submission of its Bid, unless specified as a customization</p>		

<p style="text-align: center;">REQUIREMENTS / SPECIFICATIONS</p>	<p style="text-align: center;">Statement of Compliance <i>Just state "Comply" or "Not Comply"</i></p>	<p style="text-align: center;">Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i></p>
<p>requirement.</p>		
<p>2. The system shall use DRE technology.</p>		
<p>3. The DRE system shall make use of touch-screens, push-buttons, or similar device for voters to indicate their vote.</p>		
<p>4. The DRE system shall accept, count and record the votes of candidates in a precinct (or clustered precinct) accurately.</p>		
<p>5. The DRE system shall protect the sanctity and secrecy of the voter's vote by ensuring that the record of the vote shall not be traced to the voter.</p>		
<p>5.1 This functionality of the DRE system shall be demonstrated during the Systems Evaluation.</p>		
<p>6. The DRE system shall be accessible to illiterates and persons with disabilities.</p>		
<p>6.1 For this purpose, the winning Bidder shall provide the number of peripherals required and the activation of the needed DRE functionalities in order to have the concerned EVMs readily accessible for use by illiterates and PWDs on e-Day.</p>		
<p>6.2 This functionality of the DRE system shall be demonstrated during the Systems Evaluation.</p>		
<p>7. The DRE system shall be capable of locking the voting, in case the voter reached the configured number of minutes to vote.</p>		
<p>7.1 In case that voting has been locked, the DRE system shall count only the votes made before it is locked and shall inform the voter of the event.</p>		
<p>7.1.1 As a customization requirement, in case</p>		

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<p>that voting has been locked, the EMS-configured number of authorized BEI members shall be able to unlock the EVM in order to have the concerned voter continue with the voting procedure.</p>		
<p>7.2 The EMS shall be capable of enabling or disabling this functionality of EVM locking and unlocking.</p>		
<p>8. The DRE system shall generate and print a machine-readable copy of the voter's vote for the voter's verification, or voter-verified paper audit trail (VVPAT), with the use of 2D barcode/QR Code, or other related technologies.</p>		
<p>8.1 The final format of the VVPAT shall be subject to modification and approval by COMELEC during the Systems Customization Phase.</p>		
<p>8.2 The DRE system shall enable the printed VVPAT contents to be verifiable using a barcode/QR code (or any related technology) reader.</p>		
<p>8.2.1 For this purpose, the winning Bidder shall also provide with its Bid ten (10) units of barcode/QR code readers (or whatever is applicable) to COMELEC.</p>		
<p>9. The DRE system shall make use of VVPAT paper that have appropriate and necessary safeguards to determine the authenticity of a VVPAT, such as, but not limited to, the use of bar codes, QR codes and the like.</p>		

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9.1 The DRE system shall ensure that the print out on all EVM reports shall remain legible for a minimum of six (6) years for a possible manual recount of said vote.		
9.1.1 For this purpose, the winning Bidder shall also provide the appropriate type and quality of VVPAT paper to meet this requirement. (Delivery of an inferior quality of paper that would lead to the fading of VVPAT print in less than 6 years shall be penalize the winning Bidder accordingly, subject to proper verification.)		
10. The DRE system shall also make use of appropriate VVPAT boxes for the purpose.		
10.1 For purposes of the Systems Evaluation, the Bidder shall submit a prototype VVPAT box.		
11. For purposes of the Systems Evaluation, the DRE system shall allow voting of 100 voters in at most 12 hours per machine, using the configuration data to be provided by COMELEC.		
12. The DRE system shall the allow consolidation of results of all EVMs allocated for a precinct or clustered precinct, including the audit logs and statistical reports, and immediately create the concerned precinct's election results afterwards in the consolidation EVM.		
12.1 Consolidation of results may be done via wired local area network or manual transfer of storage devices.		
12.2 In case of only one (1) EVM allocated for the precinct, the DRE system shall		

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<p>immediately create the precinct's election results, including logs and statistics after the closing of polls.</p>		
<p>13. The DRE system shall have a built-in capability for a self-diagnostic test of all EVM components to determine whether or not such components are functioning.</p>		
<p>13.1 The DRE system shall be able to print the EVM diagnostic report which shall show the status of the physical working condition of all EVM components.</p>		
<p>14. The DRE system shall have an Open Voting and a Close Voting mode.</p>		
<p>14.1 The Open Voting mode of the DRE system shall signal the start of allowing the voting in the EVM.</p>		
<p>14.1.1 The DRE system shall require a mandatory initialization of the system before the start of voting.</p>		
<p>14.1.2 The DRE system shall automatically print an Initialization Report after the mandatory initialization of the system.</p>		
<p>14.1.3 The re-zero function of the DRE system can no longer be used once the EVM is in Open Voting mode.</p>		
<p>14.2 The Close Voting mode of the DRE system shall signal the stop of allowing the voting into the EVM and the start of report generation and electronic transmission activities</p>		
<p>15. The DRE system shall ensure that each voter can vote only once in the EVM.</p>		
<p>15.1 For purposes of the Systems Evaluation, the</p>		

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Bidder shall actually demonstrate how this is accomplished.		
16. The DRE system shall be configurable for use at the precinct level.		
16.1 The DRE system's configuration shall allow voting that is intended for that specific established or clustered precinct only.		
17. The DRE system shall have a built-in functionality to accept election configuration data from the EMS, such as voting jurisdiction data and candidate information, digital certificates, and other needed configuration data.		
17.1 The DRE system shall make use of e-Day-specific information that shall NOT be hardcoded into the system, but shall be referred to from external reference files or configuration files from the EMS.		
17.2 The DRE system functionality for machine configuration shall be accessed only by a system user with Administrator access level.		
17.3 The configuration file's information shall include the date and title of the elections, system's geographic information (province, city/municipality, barangay, polling place, clustered precinct name), station no. of EVM in the precinct and other information that the system may require.		
18. The DRE system shall be able to generate an EML file in the data format to be specified by COMELEC. (For this purpose the COMELEC shall provide the template of the EML file to		

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the bidders.)		
19. The Bidder shall actually demonstrate its system's compliance to hereinstated minimum requirements during the Systems Evaluation in the Post-Qualification Stage.		
19.1 For purposes of the Systems Evaluation, the EVM shall be configured using an EMS-generated file based on imported COMELEC data.		
19.2 For purposes of the Systems Evaluation, the EVM shall transmit its results to three (3) EMS-designated destinations in separate recipient machines (simulating the Central Server, the Transparency Server, and the City/Municipal Board of Canvassers (C/MBOC).		
20. The DRE system shall employ sufficient security measures with regard to system access.		
20.1 As a security access requirement, the DRE system shall make use of unique user name/ID and password for each member of the BEI as an EVM user, which shall identify the concerned BEI Member and shall likewise be recorded in all audit log entries.		
20.2 As a security access requirement, the DRE system shall make use of physical security devices, such as but not limited to USB flash drives, with digital certificates for each BEI Member.		
21. The DRE system's hardware shall have printing capability, which shall be built-in into the system.		

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22. The DRE system's hardware shall have electronic transmission capability, which may or may not be integrated into system, and which shall enable the electronic transmission of election results to EMS-configured destinations via wired or wireless technologies		
22.1 The DRE system shall be capable of using GSM, GPRS, Ethernet, VSAT and other transmission technologies.		
22.2 The DRE system shall be capable of determining whether the transmission has been successfully sent or of confirming from the intended recipient the receipt of the transmitted election results.		
22.2.1 As a customization requirement, the specific EVM transmission notification to employ on e-Day shall be configurable in the EMS		
23. The DRE system's hardware shall be able to make use of alternative power sources, such as batteries, or power generators, , which shall enable the EVM to fully operate for at least 14 hours.		
23.1 For this purpose, the winning bidder shall provide the alternative power source which may or may not be integrated in EVM.		
23.1.1 If batteries shall be provided, the winning Bidder shall ensure that the batteries are fully charged prior to deployment from central warehouse, and shall shoulder the cost for the same.		
23.1.2 If power generators shall be provided, the winning Bidder shall also shoulder		

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the cost of the fuel in its Bid.		
23.1.3 In case other alternative power sources shall be provided, the winning Bidder shall also shoulder all related costs in order to readily use said power sources.		
23.2 The DRE system shall enable the seamless transfer of power supply from the main source to alternative power.		
24. The DRE system shall be capable to authenticate from the configuration-specified number of BEI members and to digitally sign the precinct results before printing the ER and transmitting the same to the EMS-configured destination.		
25. The winning bidder shall also provide for all requirements (hardware, software and services) needed for the enrollment of the digital certificate/signature of all members of the BEI.		
26. The DRE system shall be able to generate and print the Election Returns (ER), statistical report and audit log for a precinct in the COMELEC-specified formats.		
27. The DRE system shall be able to create and save the EVM e-Day files, which shall include, among others, the election results files, the database or dump files, all print files, and other election files needed for canvassing and consolidation.		
27.1 The DRE system shall be able to encrypt the EVM e-Day files using either 128-bit or 256-bit standard encryption methodology (or even higher) with a security key or code		

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(depending on the implementation by the vendor).		
27.2 The DRE system shall store the EVM e-Day files and shall not remove or erase them from memory even if the EVM is turned off.		
27.3 As a customization requirement, the decision on which standard encryption methodology to use for encryption shall be available as a configurable option in the EMS.		
27.4 The DRE system shall be able to create and save the database files or dump files of EVM e-Day files for the: (1) audit log; (2) election returns (ER); (3) VVPAT images; and (4) statistical report.		
27.5 The DRE system shall be able to create and save the print file reports of the EVM e-Day files of the (1) ER; (2) audit log; (3) statistical report; and (4) hash code generated for election results.		
28. The DRE system shall be able to transmit, using the designated transmission service, encrypted and digitally signed election results files, from the EVM to the destinations as set in the configuration.		
28.1 The DRE system shall be able to transmit election results from the EVM to the EMS-configured destinations, such as the City/Municipal/post or embassy BOC, the central server, and the transparency server.		
29. The DRE system shall be capable of creating a back-up copy of all EVM e-Day data/files to a removable storage device, including the election results file, the audit log file, the		

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statistical report file and the image files of the VVPAT to a removable storage medium.		
30. The DRE system shall be capable of creating a back-up of all data/ files, which can be used for manual upload in the COMELEC CCS, in case of failure of transmission.		
31. The DRE system shall automatically create and maintain an immutable and printable audit log report, recording the following information, at the minimum.		
31.1 The DRE system shall automatically record in its audit log the unique read-only machine identifier or any other machine identifier that is unique to each EVM.		
31.2 The DRE system shall automatically record in its audit log the voting jurisdiction configuration.		
31.3 The DRE system shall automatically record in its audit log the date-and-time stamps of each system event and user-interaction activity.		
31.4 The DRE system shall automatically record in its audit log the type of EVM event.		
31.5 The DRE system shall automatically record in its audit log the specific EVM action or activity.		
31.6 The DRE system shall automatically record in its audit log the specific identity of each user (i.e. Chairman, Poll Clerk, Member) as EVM user.		
31.7 The DRE system shall automatically record in its audit log the outcome (success or failure) of EVM events.		

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32. The DRE system shall require authorization from the configuration-specified number of BEI members through the use of unique username/ID, with PIN/password, and the assigned physical security device.		
33. In case of implementation of Public Key Infrastructure (PKI), the DRE System shall be capable to authenticate from a pool of at least five (5) BEI members for each precinct, as indicated in the EMS configuration, and to digitally sign the precinct results before printing the ER and transmitting the same to the designated destination.		
34. The DRE system shall be capable of zeroing out its result count storage which shall erase all previous counts in it.		
34.1 The DRE system shall be able to generate an Initialization Report after this zeroing out to show that no votes have been cast or counted.		
34.2 The DRE system's re-zero function shall permanently delete all files created during the counting, including all VVPAT files, except for the audit log report.		
34.3 The DRE system shall require the number of configuration-specified BEI members, including the required user ID and unique password for the designated EVM before executing the re-zero function.		
34.4 The DRE system's re-zero function shall only be used in as many times as the configuration-specified number of times for the same.		
35. The DRE system shall not allow voting of more		

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<p>than the specified number of registered voters for the EVM’s configured precinct.</p>		
<p>36. The DRE system shall allow under-voting and abstention in any position to be voted for.</p>		
<p>36.1 The DRE system shall interpret an under-voting as when a mark in the oval for a position is less than the number of seats required for the position.</p>		
<p>36.2 For statistical purposes, the DRE system shall record the number of under-votes as the number of the un-voted seats in a position.</p>		
<p>36.3 The DRE system shall interpret an abstention as when there is no vote selection made in a position.</p>		
<p>36.4 For statistical purposes, the DRE system shall record the number of abstentions per position.</p>		
<p>36.5 If there is only one required seat for an elective position and it was not voted, the DRE system shall not statistically count it as an under-vote but as an abstention.</p>		
<p>37. The DRE system shall not allow over-voting in a position.</p>		
<p>38. The DRE system shall generate the EVM statistical report with the following information, among others:</p>		
<p>38.1 The DRE system shall include in its EVM statistical report the demographic information for the precinct (Province, City/municipality, post/embassy, barangay name, precinct number or clustered precinct name with the individual precinct numbers).</p>		

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38.2 The DRE system shall include in its EVM statistical report the number of registered voters for the precinct.		
38.3 The DRE system shall include in its EVM statistical report the number of voters who actually voted.		
38.4 The DRE system shall include in its EVM statistical report the number of under-votes for every position.		
38.5 The DRE system shall include in its EVM statistical report the number of abstentions for every position.		
38.6 The DRE system shall include in its EVM statistical report the turn-out for every precinct, or the percentage of votes cast against total registered voters of the clustered precinct.		
38.7 The DRE system shall include in its EVM statistical report the fill-up rate for every position, which is defined by this formula: $(1 - (\text{abstention} / \text{sum of total votes per candidate}))$		
39. The DRE system shall employ error handling procedures, including error recovery features, the use of error prompts and other related instructions to recover from an error.		
39.1 The Bidder shall actually demonstrate this error handling functionality of the DRE system during the Systems Evaluation.		
40. The DRE system shall require security access key (using password or physical security key).		
41. The DRE system shall be able to print its hash code in all reports to be generated by the machine.		

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42. The DRE system shall allow voting while it is in Open Voting mode.		
43. The winning Bidder shall provide a separate application which shall be capable of extracting generated hash code for the DRE system and validating the integrity of the same.		
43.1 The Bidder shall actually demonstrate this hash code extraction and validation during the Systems Evaluation.		
43.2 The source codes of the hash code extractor and validator for the DRE system shall be turned-over to COMELEC before its implementation, including proper source code and instructional documentation manuals, and training on understanding the same.		
44. If the system uses a customer-off-the-shelf (COTS) operating system (OS), the winning Bidder shall submit an OS hardening procedure documentation, which shall be subject to the agreement, final approval and modification by COMELEC.		
45. The bidder shall provide for a separate application that shall allow decryption and printing of each VVPAT and other files, and which shall decrypt the files from the media device used at the precinct level (VVPAT, local returns, national returns, audit log, stats or other files).		
46. The DRE system's hardware shall have a display panel that is capable to display customizable messages or prompts of each stage of the process of execution, including prompts and messages for user interaction		

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<p>purposes.</p>		
<p>47. The DRE system shall accommodate at least two (2) storage devices, and shall be capable of writing to the same all data/files, audit log, statistics and VVPAT images simultaneously.</p>		
<p>47.1 The DRE system shall enable both copies of its data in the two (2) storage devices to be exact duplicates of each other.</p>		
<p>48. The DRE system shall be able to generate a back-up copy of all e-Day data of the EVM to a removable data storage device within reasonable time which shall not be longer than one (1) hour.</p>		
<p>48.1 The DRE system shall finalize and close the backup data in the removable storage device from further Write operations.</p>		
<p>49. The Bidder shall submit with its bid proposal the total number of lines of code of all proposed systems which would be the subject of the source code review, together with a breakdown of the corresponding lines of code for all related components.</p>		
<p>50. The proposed DRE system shall have demonstrated capability (which shall be verified and validated in a test environment) and shall have been successfully used in a prior electoral exercise here or abroad, with a written certification to that fact from the election authority or election management body of the client.</p>		
<p>51. The DRE system shall have the following minimum customizable functionalities to be</p>		

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tested and verified during the scheduled systems customization or before the systems acceptance or on the schedule indicated in the requirement.		
51.1 The DRE system shall be able to display the hash code of the system, the date and name of elections, system's current date and time and the election configuration details on the EVM's display panel upon system start up.		
51.1.1 The DRE system shall be able to display the above information on the EVM's display long enough for visual verification purposes. (For this purpose, this duration shall be configurable in the system.)		
51.2 The DRE system shall allow input of the names of the members of the BEI.		
51.3 The messages, prompts, and reports and statistics format of the DRE system shall be in accordance with the COMELEC requirements and shall be subject to modification and finalization during the Systems Customization Phase.		
51.4 Entries in the EVM log files shall be written in such a way that they can be easily understood and shall not make use of coded language, without readily providing the equivalent meaning, and shall be subject to modification and finalization during the Systems Customization Phase.		
51.5 The DRE system shall allow the indication of a user-specified date range for the selective display and printing of audit log		

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entries.		
51.6 The decryption and printing of each VVPAT and other encrypted files, shall have the following additional functionalities		
51.6.1 The decryption application shall generate the decrypted VVPAT image files with filenames including the province, city/municipality and clustered precinct codes.		
51.6.2 The decryption application shall allow the printing of the VVPAT images as stored in the system.		
51.6.3 The decryption application shall create a list of filenames of the VVPAT images.		
51.6.4 The decryption application shall indicate the filename on top of each page.		
51.6.5 The decryption application shall generate the filename of the VVPAT containing its unique ballot ID		
51.6.6 The decryption application shall convert the decrypted VVPAT images into Portable Document Format (PDF) files.		
51.6.7 The decryption application shall be able to merge the individual PDF files of the decrypted VVPAT images into one PDF file.		
51.6.8 The decryption application shall be able to generate a hash code for the merged PDF file.		
51.6.9 The decryption application shall a		

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functionality for saving the concerned files and the corresponding hash codes to an external data storage device.		
51.6.10 The decryption application shall have a display and printing functionality for the hash codes, list of filenames, merged PDF files, and other decrypted files, as applicable.		
51.7 The final design, including on-screen messages, prompts and instructions, together with other applicable system functionalities of the DRE system for e-Day use shall still be subject to final customization requirements by the COMELEC.		
51.8 The DRE system shall comply with COMELEC requirements for hardening its operating system, which shall be specified in the Systems Customization Phase.		
51.9 The winning Bidder shall be further required to customize the DRE system in order to be compatible with COMELEC's existing CCS application at no additional cost to the Commission.		
51.10 The DRE system shall generate an electronic transmission report that shall automatically be generated after the success or failure, in part or all, of transmission attempts by the EVM, and which shall record such transmission status on the report.		
51.11 For this purpose, the Bidder shall submit a written certification or guarantee that all system requirements for customization as		

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<p>stated in the TOR and RA 9369 shall be fully complied with, subject to the application of applicable penalties for non-compliance</p>		
<p>52. All related requirements by the DRE system which are needed to make it fully operational during the entire duration of the project (all tests, FTS, training, public demo, certification, e-Day) shall be included in the proposal/offer, including the software and hardware, back-up power supply, external and removable data storage devices, paper, other supplies, printers and other equipment and peripherals, services, consumables and documentations.</p>		
<p>52.1 All consumables, supplies and materials, such as removable storage devices, papers and the like, which are needed by the system to be operational, and which have used in all tests, and from before to after e-Day, including all documentations shall be proposed as purchased and shall all be turned over to COMELEC at no additional cost.</p>		
<p>52.2 The winning Bidder shall not demand for additional payment from COMELEC to procure additional DRE system requirements during Project Implementation for items that it may have overlooked in its Bid Proposal.</p>		
<p>52.3 The Bidder shall make use of the Financial Proposal Template to indicate a detailed listing of the items, with breakdown of costs, in its proposal.</p>		

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52.4 The winning Bidder shall bear all additional costs for DRE system-related goods and services that it failed to include in its proposal, but shall be deemed required to be provided as part of the "all requirements" inclusivity specification.		
52.5 The winning bidder shall provide all hardware, software and service requirements that are necessary to run the AES from preparation of configuration to post-election, including EVM modems, back-up power supplies or batteries, external data storage devices, printers, and all other equipment and peripherals, services, consumables, and all other related supplies and materials.		
53. After Project implementation, in case the COMELEC decides to exercise the option to purchase the DRE system, the COMELEC shall be free to use or modify the system as it sees fit without incurring any liability from the winning Bidder.		

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C. Other Requirements		
I. EVM/EMS		
1. The winning bidder shall turn over to COMELEC the following:		
1.1 the settings, configuration, scripts, codes, or passwords used, at least one (1) week before e-Day;		
1.2 all disk images of all servers, used in the configuration and in the installation before e-Day;		
1.3 all back-up files, (EMS files, EVM files, ballot templates) one month after e-Day; and		
1.4 Application and procedures on restoration of back-up files and disk images, including information on minimum hardware requirements to restore the files.		
2. The bidder shall submit the following technical documentations for EMS, EVM, ballot face printing,:		
2.1 User manuals;		
2.2 System Requirements Specifications, describing all the inputs, outputs, processing rules, volumes, performance, thresholds etc. of the system being described;		
2.3 System Design Specifications, describing the technical methods to build the system including design specifications, program specifications, data dictionary, entity relationships etc.;		
2.4 Training Manuals;		

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2.5 Installation Procedures from scratch (OS, database, application, third party systems, pre-requisite requirements, configuration)		
2.6 Technical manuals on administration, troubleshooting and repair procedures;		
2.7 Setting up and securing the network infrastructure.		
2.8 Test Procedures;		
2.9 Other Support and Maintenance Manuals; and		
2.10 Other Standard Documentation.		
The winning bidder shall turn-over the final documents above, after the final customization of the system.		
3. The winning bidder shall provide warranty for the entire duration of the project for all Components, all equipment and software, including provision of all software/firmware upgrades or replacement of any defective components, entire units, or systems.		
3.1 The bidder shall include in the submission of bid documents, the cost of each hardware part of the EVM.		
3.2 The winning bidder shall submit a certification that all parts and components of the hardware shall be available for three (3) elections;		
4. The winning bidder shall provide for a system that shall track the movement of the machines.		
5. The winning bidder shall provide all requirements for the certification by International Certification Entity (ICE):		
5.1 hardware, software, peripherals,		

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documentation, consumables and other requirements of all systems without any additional cost to the COMELEC;		
5.2 all technical support necessary, without any additional cost to the COMELEC; the services of the ICE shall be borne by the COMELEC.		
5.3 before and after customization, turn-over all systems based on the COMELEC timelines, to the ICE, who shall review the system and conduct functional testing, such as but not limited to:		
5.3.1 All scripts used;		
5.3.2 System Development Kit (SDK) of the machine for EVM;		
5.3.3 All applications;		
5.3.4 All third party systems;		
5.3.5 Batch files;		
5.3.6 Utilities;		
5.3.7 Circuits Schematics; and		
5.3.8 All files that make the system operational.		
6. Source Code shall be submitted by the bidders during first stage bidding.		
6.1 For purposes of source code review and ICE by the interested parties, base source code shall be made available not later than 60 days from the issuance of the Notice of Award		
7. The winning bidder shall authorize COMELEC to make the final source code of the EMS, EVM and all of its components available and open to any interested party or groups who may		

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conduct their own code review thereof. A copy of the source codes shall be kept in escrow at the BSP.		
8. The winning bidder shall provide for remote and on-site technical support in the conduct of source code review by the local interested parties, without additional cost to the COMELEC.		
9. The winning bidder shall provide all requirements for the conduct of all trainings and public demonstrations		
10. The winning bidder shall provide all requirements for the conduct of the different tests (Hardware Acceptance Test (HAT), Lab Test, Field Test, Mock Elections, Pre-Election Logic and Accuracy Test (PreLAT), TEC Certification Test, Live Transmission Test, Final Testing and Sealing (FTS)) and public demonstration:		
10.1 HAT , which stands for hardware acceptance test, and which shall cover all machines offered in the bidder's bid, including all standby units that shall be provided by the winning bidder to replace all defective units.		
10.1.1 This shall include all hardware to be offered the Project, including pre-election configuration, voting and counting.		
10.1.2 The EVM machine shall be subjected to an accuracy test.		
10.1.3 All hardware components, such as input and output devices, including all ports shall be completely		

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subjected to HAT.		
10.1.4 All hardware peripherals, such as cables and cords, shall also be included in the test.		
10.1.5 A 20% sample of every delivery lot/batch shall be subjected to stress test.		
10.1.6 All hardware and peripherals shall have a unique bar-coded serial number for inventory purposes. If any hardware component shall not have any serial number from its manufacturer, the provider shall create its own and firmly attach it to the said component.		
10.1.7 All hardware that did not pass the HAT, for whatever reason, shall be replaced with a new unit within twenty-four (24) hours.		
10.1.8 The winning bidder shall provide HAT testers at no additional cost to COMELEC.		
10.2 Lab test , or laboratory test, which shall be an environment-controlled test of the Election-Day version of all systems to be used on e-Day; and which shall be conducted twice using the first customized version, and the final trusted built version.		
The final trusted built version of the system is the software compiled by the ICE.		
10.2.1 An end-to-end test shall be conducted (from EMS to CCS all levels including transmissions, central server,		

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<p>transparency server, web server, and decryption).</p>		
<p>10.2.1.1 The test shall make use of machines which have already passed the HAT.</p>		
<p>10.2.1.2 The winning bidder shall submit a certification that it has already conducted its own internal Quality Control (QC) and Quality Assurance (QA) tests on its systems before turnover to COMELEC for Lab Test, and that its systems have already passed the same. In this case, two (2) certifications shall be submitted.</p>		
<p>Submission of the Certifications shall mean that all minor programming errors have already been identified and consequently corrected by the winning bidder prior to turnover to COMELEC for lab testing. Failure of the winning bidder to conduct these QC and QA procedures shall be subject to imposition of the corresponding penalties.</p>		
<p>10.2.1.3 The test shall include a compliance verification of technical specifications, as stated in this TOR and in the Systems Customization requirements, including:</p>		
<p>10.2.1.3.1 Accuracy test, which shall be a test for the correctness of interpretation of votes as selected on EVM in accordance with the accuracy rating as indicated in this TOR;</p>		

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10.2.1.3.2 VVPAT test , which shall be a test of the accuracy of votes indicated in the VVPAT and verification of security marks;		
10.2.1.3.3 Access levels test , which shall be a test of the availability and differences of levels of access into the system;		
10.2.1.3.4 Access security test , which shall be a test for the effectiveness of the built-in security features of the system against attempts on unauthorized access into the system;		
10.2.1.3.5 Data encryption-decryption test , which shall be a test for the availability of data encryption and decryption measures and its effectiveness in securing the system's data structure;		
10.2.1.3.6 Digital signature test , which shall be a test for the availability of digital signatures as a security and non-repudiation measure;		
10.2.1.3.7 Data backup test , which shall be a test on the availability of a data backup functionality, which includes a facility that is able to retrieve and make use of the backup data as input to the system, when the need arises;		
10.2.1.3.8 Backup power test , which shall be a test of the availability of		

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backup power supply to power up the machines, in case of power interruption;		
10.2.1.3.9 User interface design test , which shall be a test of the ease of usage of the system to a regular user;		
10.2.1.3.10 Error messages test , which shall be a test of the availability of easily understandable error messages, which would indicate to a user what error has occurred and the next step of action be to taken;		
10.2.1.3.11 Error recovery features test , which shall be a test of the capability of the system to recover from an error without data loss;		
10.2.1.3.12 Reports generation test , which shall be a test of the required election reports, such as the Initialization/ Zero Out Report, Election Returns, Precinct Audit Log, Precinct Statistical Report, Transmission Log and other Reports;		
10.2.1.3.13 Report formats test , which shall be a test for adherence to COMELEC-provided report formats;		
10.2.1.3.14 Environment tests , which shall be a test for the machine's operational capability under the country's average highest		

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<p>recorded temperature and humidity conditions, and which shall be conducted with the assistance of DOST;</p>		
<p>10.2.1.3.15 Print legibility test, which shall be a test for the readability or legibility of the reports generated by the proposed system after six (6) years, and which shall be conducted with the assistance of DOST; and</p>		
<p>10.2.1.3.16 Backup and Restore Test, which shall be the test to back-up results or reports and to restore to its original format the backed-up results</p>		
<p>10.2.1.3.17 Other tests for the compliance to all other technical specifications as stated in this TOR.</p>		
<p>10.2.2 The test shall cover an end-to-end systems integration test for the following functionalities:</p>		
<p>10.2.2.1 Election data management, which shall be a test of the system's capability to manage or prepare election data to be used for the elections;</p>		
<p>10.2.2.2 Election data configuration, which shall be a test of the system's capability to prepare all the needed configuration data for all voting and counting machines;</p>		
<p>10.2.2.3 Election data configuration</p>		

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<p>verification, which shall be a test of the system's built-in capability to verify the correctness of the generated configuration of its election data;</p>		
<p>10.2.2.4 Ballot face configuration, which shall be a test of the system's capability to prepare all the needed configuration data for ballot face generation;</p>		
<p>10.2.2.5 Ballot face configuration verification, which shall be a test of the system's built-in capability to verify the correctness of the generated ballot configuration;</p>		
<p>10.2.2.6 EVM configuration, which shall be a test of the system's capability to prepare all the needed configuration data for EVM;</p>		
<p>10.2.2.7 EVM configuration verification, which shall be a test of the system's capability to verify the correctness of the generated ballot face machine configuration;</p>		
<p>10.2.2.8 User-friendly voting, which shall be a test of the clarity of the messages as displayed on the machine's display and on the design of the ballot;</p>		
<p>10.2.2.9 Accurate counting, which shall be a test for accuracy of the votes counted per machine;</p>		
<p>10.2.2.10 Easy systems reconfiguration for a different election and/or</p>		

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different election type, which shall be a test of how easy the reconfiguration of the system for a new or different election or electoral event shall be implemented without the need for technical support service from the winning bidder; and		
10.2.2.11 Decryption of election results and VVPAT , which shall be a test of decrypting the election results of EVM and verification of decrypted election results and VVPAT.		
10.2.2.12 Integration of EVM results with CCS , which shall be a test of acceptability or compatibility of the EVM results by the COMELEC CCS, Central Server, Transparency Server, Web Server, and Backup Server;		
10.2.2.13 Electronic Transmission of results , which shall be a test of the ability of EVM to transmit results electronically		
10.2.2.14 All functionalities of all systems included in this TOR and functionalities to be proposed by the winning bidder, which shall be integral to the entire AES.		
10.3 Field test , which shall follow the successful conduct of the Lab Tests, shall be an on-site integration test of e-Day procedures, from voting up to proclamation of winning candidates:		

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10.3.1 The test shall make use of machines which have already passed the HAT.		
10.3.2 All different modes or types of transmission devices and telecommunication service providers shall be used in this Test.		
10.3.3 The contingency plans for failure of devices and systems shall be simulated in this Test.		
10.3.4 Areas with stable, unstable and without power supply and telecommunication service shall be the criteria for selection of the test areas including central server, transparency server, backup server, web server, NBOCs		
10.3.5 The following shall be included in the test:		
10.3.5.1 EVM;		
10.3.5.2 Transmission;		
10.3.5.3 all levels of CCS; and		
10.3.5.4 central server, transparency server, backup server, web server		
10.4 Mock elections , which shall be an actual demonstration to the public of the system’s capabilities and readiness. It shall be a simulation of e-Day activities, from voting up to proclamation of winning candidates, after the successful conduct of the Lab and Field Tests;		
10.4.1 The test shall make use of machines which have already passed the HAT and trusted build systems.		
10.4.2 Registered voters, BEI members,		

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technicians, CCS technical staff and BOC members shall participate in the mock elections.		
10.4.3 With as much media coverage as possible, the Mock Elections shall be conducted in a COMELEC-selected area, with one (1) mock precinct utilizing 2 EVMs of fifty (50) mock voters per EVM.		
10.4.3.1 In case the COMELEC decided to increase coverage of areas for mock elections, the COMELEC shall shoulder the additional expenses that may incur.		
10.5 TEC Certification , which shall be issued by the Technical Evaluation Committee (TEC) through an International Certification Entity based on the following:		
10.5.1 Successful conduct of Source Code Review, including the forensics of the hardware of EVM, the outcome of which shall form an integral part of its Certification Test.		
All findings during the source code review must be closed/solved on:		
10.5.2 Before the issuance of TEC Certification, all discrepancy findings shall be closed/solved.		
10.5.2.1 A discrepancy that threatens the integrity of the election or could cause the results of testing to be not repeatable.		
10.5.2.2 A discrepancy that adversely		

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<p>affects the understandability, maintainability, or reliability of the program, in a significant manner, but does not threaten the integrity of the election.</p>		
<p>10.5.3 Certification testing of the system, to ascertain its compliance with provisions of RA 9369, RA 8436, and COMELEC's Request for Proposal for the Automation of the May 9, 2016 Elections; and</p>		
<p>10.5.4 Successful conduct on of audit on the accuracy, functionality and security controls, including systems intrusion test to ensure that all security loopholes have been addressed.</p>		
<p>10.6 PRELAT, which stands for Pre-election Logic and Accuracy Test, which shall be a test of E-Day configuration of each machine to be deployed using actual ballot face configuration:</p>		
<p>10.6.1 The test shall make use of actual e-Day ballot face.</p>		
<p>10.6.2 The test shall include voting of candidates by the operator, generation of reports and re-zeroing of the EVMs.</p>		
<p>10.6.3 The test shall include transmission test to the canvassing system of the corresponding Board of Canvassers and to the central server, transparency server, backup server, and web server that shall be operational on e-Day.</p>		

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10.6.3.1 At least 10% of the number of EVMs shall be tested using the actual transmission service to be used on e-Day.		
10.7 Final Testing and Sealing (FTS) , which shall be the final readiness test of all systems and machines to be used on e-Day, using actual machine configuration;		
10.7.1 The test shall make use of the final trusted built version of the systems that shall be used on e-Day.		
10.7.2 The test shall make use of machines which have already passed the HAT and PRELAT.		
10.7.3 This shall happen on any day three (3) to seven (7) days before e-Day in all voting sites.		
10.7.4 In case of problems during FTS, such as malfunction of the machines, error in the configuration, or error in the ballot face or other problems, the provider shall be responsible of correcting them without additional cost to COMELEC.		
11. The winning bidder shall provide all materials, supplies, equipment and support services that shall be used in the conduct of all the above-mentioned tests at no additional cost to the COMELEC.		
11.1 Materials shall include all documentations, consumables and test checklists that shall be used with the machines for the Tests.		

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11.2 Supplies shall include paper needed for the printing of all reports, the data storage devices and other supplies that may be needed by the system.		
11.3 The winning bidder shall ensure that sufficient and efficient technical support personnel are present during the conduct of the Tests.		
11.4 Aside from technical support personnel, services for installation of equipment shall also be provided by the winning bidder.		
11.5 Sufficient standby units shall be provided on site by the winning bidder in case of defective units during the conduct of the Tests.		
11.6 To facilitate the monitoring of the conduct of all the above-mentioned tests, the winning bidder shall also provide a computerized Machine Inventory System, the outputs of which shall also be used by the COMELEC, which shall have the following minimum functionalities:		
11.6.1 Search capability using machine’s serial number;		
11.6.2 Database export facility to CSV format;		
11.6.3 Report generation on:		
11.6.3.1 List of machines which passed the HAT, PreLAT and all other hardware-related tests;		
11.6.3.2 List of machines which failed the HAT, PreLAT and all other hardware-related tests;		

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11.6.3.3 Statistics on the number of machines which passed/failed the HAT, PreLAT and all other hardware-related tests		
11.6.3.4 Record per machine on all movements from date of delivery, issues, receipts, HAT, PreLAT, pullout (if necessary), and the like.		
11.6.4 Report export facility to PDF format;		
11.6.5 Other such functionalities which are common of inventory systems, and which shall be subject to final approval by the COMELEC.		
12. The COMELEC shall have control on all tests to be conducted.		
13. The winning bidder shall provide for technical support and manpower complement in the conduct of HAT, PRELAT, Reverse Logistics (testers, logistics, packers, etc.)		
14. The winning bidder shall deploy all EVMs, VVPAT boxes, and other AES equipment and peripherals, including all other AES-related consumables, supplies and materials.		
14.1 Deployment shall be for field test, mock elections, and trainings (for field personnel, BEIs, BOCs).		
14.2 Contingency equipment, consumables, supplies and materials shall be included in the items for expected deployment to the designated sites.		
15. After the receipt of the machines from the Deployment Service Provider, the winning		

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bidder shall conduct post-election activities which include Inspection, Inventory and Testing, based on the timelines, under the supervision of the COMELEC. The winning bidder shall perform the following:		
15.1 Turn-over to COMELEC all storage devices and supplies and materials, retrieved during the conduct of reverse logistics;		
15.2 Provide the COMELEC with the system for backing-up, viewing and printing of all files stored in the removable devices for use in case of election protests, at no additional cost to COMELEC; and		
15.3 Provide technical support in this activity.		
16. The winning bidder shall submit a post-election report to the COMELEC on all activities undertaken pertaining to the project one month after e-Day.		
17. The winning bidder shall submit a plan on the conduct of training, tests, setting-up, configuration, FTS and e-Day activities, back-up, closing and other related activities.		
18. The winning bidder shall provide:		
18.1 project management support to manage the submitted plan and be specifically responsible for the following, among other tasks:		
18.1.1 overseeing and implementing the plan;		
18.1.2 coordinating with the COMELEC on all related aspects of the Project;		
18.1.3 monitoring the progress and status		

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<p>of the activities;</p>		
<p>18.1.4 resolution of related problems;</p>		
<p>18.2 The project management support of the winning bidder shall coordinate and report regularly with COMELEC</p>		
<p>19. All other requirements as listed in the TOR shall be complied with by the winning bidder.</p>		
<p><i>II. TRAINING - Training requirement shall include the following:</i></p>		
<p>1. A COMELEC approved training program for executives;</p>		
<p>2. An extensive training or transfer of technology. The training shall be in two (2) stages (1 - before the customization of systems, for testing and preparation of customization requirements and 2 - using the final customized system). The training shall address, but shall not be limited to, the following topics:</p>		
<p>2.1 Installation and configuration of systems (EMS, EVM) from scratch;</p>		
<p>2.2 Generation of election configuration for EVM and ballot faces;</p>		
<p>2.3 Installation of election configuration in EVM ;</p>		
<p>2.4 Operation and administration of all provided applications and third party systems;</p>		
<p>2.5 Format or template of EVM file output input to CCS and central server and CCS output input to next level CCS and central server</p>		
<p>2.6 Repair, troubleshooting, tuning up and</p>		

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maintenance of hardware and software;		
2.7 Designing, printing and reformatting ballot faces and all election reports;		
2.8 Safeguards to prevent and detect tampering or theft;		
2.9 Critical system errors		
2.10 Security and intrusion prevention and detection systems; and		
2.11 Contingency plan.		
3. A training for trainers and DOST certifiers, which shall include:		
3.1 Setting up and testing the machines, and components thereof;		
3.2 Proper operation and security of the machines from start to finish;		
3.3 Troubleshooting methods to quickly identify and resolve problems.		
4. Training programs for the BEIs and Random Manual Audit Team subject to COMELEC approval		
5. Training for the Technical Support		
6. Re-training of COMELEC trainers in case of substantial changes in the system;		
7. Training materials should be submitted to and approved by COMELEC prior to printing; and		
8. All training machines, consumables, manuals and training materials should be provided by the winning bidder;		
9. The winning bidder shall provide for replacement or additional manuals when required by the COMELEC.		
10. All other requirements as listed in the TOR shall		

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be complied with by the winning bidder.		
<i>Risk Management and Contingency Planning</i>		
The winning bidder shall provide the following:		
1. Risk management program that shall address security and other related risks (environmental, physical, political, people-related risks, etc.) that the project might encounter in the course of project implementation and more so anticipate the possible risks after the Project. Such program shall include trainings and workshops that shall incorporate skills enhancement modules for all personnel involved in the Project.		
2. Back-up plan in case of systems failure in any of the Project components. For this purpose, a Contingency Plan Manual which shall cover all possible contingencies in all Project phases, (Technical, Operational, Training, Administrative and Support/ Allied services aspects of the Project) shall be submitted to COMELEC. The said manual shall bring together all operational risks and problem areas, with their corresponding solutions, which shall be made into a repository of scenarios that shall apply, if necessary, to similar events in the conduct of future automated electoral exercises. It shall further include the corresponding risk controls and assessments, results from individual and collective feedbacks, key risk indicators, events such as losses and near-misses, current issues and remediation plans, among others.		
2.1 This shall also include issue and conflict resolution, in terms of providing		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
<p>alternative courses of action, in case of inevitable conflicts among the parties involved in the Project and the mitigation of risk in case there are any.</p>		
<p>2.2 The modules of the risk training and the Contingency Plan Manual shall be submitted to the COMELEC as indicated in the implementation calendar, for its evaluation, review and approval. In the evaluation and review of said documents, the Provider shall be required to provide a number of its personnel complement to the COMELEC to address all possible issues and concerns, determine the soundness and workability of the proposed contingency measures, and make sound proposals to change or improve said contingencies.</p>		
<p>3. Risk monitoring tools (manual and automated) to track the identified and unidentified risks, including risk responses, responsibility assignment matrix (RACI).</p>		
<p>4. All other requirements as listed in the TOR shall be complied with by the winning bidder.</p>		
<p><i>Change Management</i></p>		
<p>Bidders are required to submit its plan on the proposed change management services, with particular emphasis on the following areas:</p>		
<p>1. Handling of change request or request of changes in the system after it has been accepted by COMELEC;</p>		
<p>2. Transfer of Technology for the COMELEC executives, technical personnel, Board of</p>		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
Election Inspectors, Technical Support, Trainors, Machine Operators.		
2.1 This is Empowerment of the COMELEC personnel in terms of knowledge, attitudes and skills to eventually take over the functions and thereby enabling them to use the system in managing the electoral process more effectively;		
3. Voter Education and Information		
3.1 The winning bidder shall provide adequate assistance and logistical support in the conduct of the information assistance and education campaign to be undertaken by the COMELEC. This assistance and support shall include, but shall not be limited to:		
3.1.1 Providing advice and recommendation to improve the information dissemination and education campaign of the COMELEC;		
3.1.2 Providing reference materials;		
3.1.3 Providing contact information and arranging consultations with other system users;		
3.1.4 Providing resource speakers;		
3.1.5 Providing technical assistance and consultancy in designing such information materials as may be, from time to time, required by the COMELEC in relation to the information and dissemination campaign of the COMELEC; and		
3.1.6 Providing comprehensive public		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
<p>relations support for the project.</p>		
<p>3.2 The winning bidder shall design, develop, and produce information materials for the following media:</p>		
<p>3.2.1 Print - including but not limited to posters, fliers, streamers, pamphlets, and print advertisements; and</p>		
<p>3.2.2 Broadcast - including but not limited to audio clips and video clips, in the best suitable formats appropriate for radio airing, and for uploading to the internet.</p>		
<p>3.3 The winning bidder shall also be responsible for designing, developing, and producing the following;</p>		
<p>3.3.1 A comprehensive manual on the use and operation of the system;</p>		
<p>3.3.2 A comprehensive list of frequently asked questions, with suggested answers, on the use and operation of the system; and</p>		
<p>3.3.3 Such other information materials as may, from time to time, be reasonably and seasonably required by the COMELEC.</p>		
<p>3.4 The winning bidder shall provide an adequate number of demo units for road show to be taken from the contingency units.</p>		
<p>3.5 The winning bidder shall co-develop and co-maintain, in close coordination with a COMELEC-designated webmaster, a voter education and information website for this project.</p>		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
<p>The proposal shall include the delivery of all requirements, including hardware, software, services, technical training, and communications link, which shall be formally turned over to the COMELEC upon the completion of the project.</p>		
<p>4. All other requirements as listed in the TOR shall be complied with by the winning bidder.</p>		
<p><i>Quality Control and Quality Assurance</i></p>		
<p>The COMELEC shall conduct a project audit at periodic intervals of the progress of the winning bidder's schedule of work and deliverables to ensure that the Project delivers a range of Products, which may be goods and services, of an appropriate quality within time scales and budget.</p>		
<p>1. For purposes of evaluation of the bids, the Bidders must describe their standards for audits including scope, required conduct, demands upon project personnel, demands upon the COMELEC personnel and outputs.</p>		
<p>1.1 If the winning bidder is found to have given erroneous or conflicting data or information in the course of the Project's implementation, inadvertently or otherwise, it shall bear the corresponding costs for the rectification/correction thereof, and the imposition of applicable penalties and its effect to the provisions of the Contract pertinent thereto, as the COMELEC may deem proper under the circumstances.</p>		
<p>2. The winning bidder shall provide pertinent guidelines and procedures to aid the COMELEC in the crafting and development of</p>		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
Quality Assurance criteria for the evaluation of the various phases and/or activities of the Project.		
3. The following tasks shall also be required:		
3.1 Develop and implement procedures for the measurement and monitoring of the SLAs for the other components of the Project;		
3.2 Assist in the regular monitoring of SLA compliance for all components;		
3.3 Assist in the conduct of a 3 rd party Stress and Security Testing of all systems;		
3.4 Assist in the conduct of a 3 rd party code review of the system;		
3.5 Assist in recommending acceptance and payment for the services or outputs, and/or the position of penalties where applicable;		
4. All other requirements as listed in the TOR shall be complied with by the winning bidder.		
COMPONENT 2: Technical Support		
Aside from the technical support requirements in all tests activities, reverse logistics, training and public demonstration, the winning bidder shall also provide the needed technical support for FTS and e-Day with the following requirements:		
1. At least one (1) qualified technician for every 2 clustered precincts. However in polling centers with more than one (1) technician, a lead technician shall be designated among them to be the overall technical supervisor for the		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state “Comply” or “Not Comply”</i>	Specific Reference <i>in Bidder’s Bid Supporting Statement of Compliance</i>
polling center.		
1.1 The technician shall have the following minimum qualifications:		
1.1.1 At least high school graduate;		
1.1.2 Not over 40 years old;		
1.1.3 With Information Technology Skills as certified by COMELEC;		
1.1.4 Physically fit and can work under pressure even on extended hours;		
1.1.5 Has no derogatory record in NBI;		
1.1.6 Able to speak, read and write English or the local dialect where they will be assigned;		
1.1.7 Not related within the fourth civil degree of consanguinity or affinity to any member of the BEI serving in the same Polling Center or to any national or local candidate to be voted for in the same city or to the latter’s spouse; and		
1.1.8 Has no pending case against him filed in COMELEC/court for any election offense		
1.2 The winning bidder shall provide COMELEC the complete list of technician with their complete addresses and contact numbers not later than 60 days before elections after consultation with the COMELEC.		
1.3 During the bidding, the bidder shall submit a certification that the qualifications requirements for technician shall be provided by the winning bidder.		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
2. There shall be one (1) technical coordinator who shall supervise all the technicians in all polling centers.		
3. The technician shall be responsible for the installation and pullout of the machines and peripherals, at the polling center and canvassing centers.		
4. The bidder shall submit to COMELEC its recruitment and training plans for technicians for approval.		
5. Replacement of technicians for whatever reasons shall be at the cost of the winning bidder and at no additional cost to the COMELEC.		
6. The COMELEC has the right to reject and demand replacement of any approved hiree.		
7. The recruitment and training of technicians shall be monitored by COMELEC.		
8. The winning bidder shall maintain a pool of reserve trained technicians who can readily be hired and deployed to replace technicians who resign or fail to report for duty.		
9. The winning bidder, within the same day from its knowledge through its field supervisors, report by fastest means to the Election Officer the resignation or failure to report for duty of support technicians within the latter's area of jurisdiction. The report shall be followed with a written report within twenty-four (24) hours from the initial notice.		
10. No technicians shall be deployed for actual duty by the winning bidder unless he/she has undergone the required technical training and has been certified to be qualified to perform the		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
required functions.		
10.1 The winning bidder shall furnish the Election Officer the complete names, addresses and contact numbers of replacement technicians hired in the latter's area of jurisdiction.		
11. The COMELEC shall not be liable for the payment of technicians who resign or fail to report to duty.		
11.1 Neither shall it be obliged to pay any salary for the areas where no technicians were hired by the winning bidder.		
12. The winning bidder shall provide the sufficient number of qualified technical support personnel to man the technical hotlines and to give solution/s to the reported problems at the NTSC. Aside from the requirement of Head technical support who shall supervise his team, the following are the requirements for all levels of technical support required for FTS and e-Day:		
Table of Qualifications for different levels of Technical Support, and schedule, as indicated in the TOR [under #12]		
12.1 Two (2) months before e-Day, the winning bidder shall provide for a procedures or set of rules to be followed at the NTSC by the technical support, including documentation on the possible systems problems that may encounter and the possible solutions to the problems		
12.2 The winning bidder shall submit resume		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
of all levels of technical support which shall be approved by COMELEC two (2) months before its operation.		
12.3 All technical support and personnel at the NTSC shall sign a NonDisclosure Agreement (NDA) before the start of NTSC operation		
12.4 Verified reports of incorrect handling or answering of queries shall be charged as penalties to the winning bidder.		
12.5 During FTS and e-Day, the manner and frequency of reporting of the technicians to the first-level hotline operators shall be as follows:		
12.5.1 Attendance of technical support in the field;		
12.5.2 Successful installation of machines;		
12.5.3 Start of voting in specific precincts;		
12.5.4 Any irregular condition of the machine before, during and after voting;		
12.5.5 Loss of equipment, parts of equipment, or peripherals;		
12.5.6 Closing of voting;		
12.5.7 Transmission;		
12.5.8 Packing-up; and		
12.5.9 Pull-out		
12.6 The NTSC shall be activated twenty (20) days before e-Day until fifteen (15) days thereafter, particularly for the following activities based on the timelines:		
12.6.1 Delivery of machines and electronic		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state “Comply” or “Not Comply”</i>	Specific Reference <i>in Bidder’s Bid Supporting Statement of Compliance</i>
transmission to the polling centers and canvassing centers;		
12.6.2 Delivery of election supplies and paraphernalia, ballots and ballot boxes to the Office of the Treasurer;		
12.6.3 Final Testing and Sealing;		
12.6.4 Voting, counting and canvassing; and		
12.6.5 Pull-out of machines.		
12.7 NTSC operations and systems security shall be controlled by the COMELEC.		
12.7.1 All passwords or security controls of the system shall be provided and handled by COMELEC.		
13. The bidder shall submit the number of technical support personnel to be hired, and the plan for hiring, training, documentation and operational procedures;		
14. All activities to be undertaken by the winning bidder at the NTSC, such as planning, preparation, training, setting-up, execution, back-up, closing and other related activities shall be coordinated and approved by COMELEC.		
15. The winning bidder, through COMELEC, shall coordinate with the NTSC provider on the requirements for space, system, data, reporting, coordination and other related requirements.		
16. The winning bidder shall provide coordinators with field of specialization on all items above and shall submit proof of specialization such as resume, certification of expertise, certification of number of years of experience and the like		

REQUIREMENTS / SPECIFICATIONS	Statement of Compliance <i>Just state "Comply" or "Not Comply"</i>	Specific Reference <i>in Bidder's Bid Supporting Statement of Compliance</i>
and shall perform the following:		
16.1 Provide support and logistics to each team of the COMELEC PMO; and		
16.2 Submit report as required by COMELEC PMO timelines.		
17. Aside from the technical skills qualifications, the technical support shall have the following qualifications:		
17.1 Is of good moral character		
17.2 Has never been convicted of any election offense or any other crime punishable by more than six (6) months of imprisonment;		
17.3 Has no pending case against him filed in COMELEC/court for any election offense;		
17.4 Not related within the fourth civil degree of consanguinity or affinity to any member of the BEI serving in the same Polling Center or to any national or local candidate to be voted for in the same city or to the latter's spouse		
18. All other requirements as listed in the TOR shall be complied with by the winning bidder.		

Conforme:

Name of Company (*in print*)

Name and Signature of Company Authorized Representative

Date



Republic of the Philippines
COMMISSION ON ELECTIONS
M a n i l a

SECTION VIII

Bidding Forms

LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND PRECINCT- BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016 NATIONAL AND LOCAL ELECTIONS

BAC Reference No.02-2014-AES-DRE

BIDS AND AWARDS COMMITTEE
2015

Bid Form

Date: _____
 Invitation to Bid¹ No: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

¹ If ADB, JICA and WB funded projects, use IFB.
² Applicable only if the Funding Source is the ADB, JICA or WB.

SEC. VIII, BIDDING FORMS

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Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____ . Invitation to Bid³ Number ____ . 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)

³ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid⁴ Number _ Page _ of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

⁴ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form

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, viz., [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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

SEC. VIII, BIDDING FORMS

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Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

ANNEX 'A'

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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;

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: I am 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. *If an owner in case of single proprietorship, partners, officers, directors or controlling stockholders of the corporation or the joint venture:* That they are not related to any incumbent elective city, district, provincial, regional or national official up to the fourth civil degree of consanguinity or affinity; Provided, that if there is any such relationship, the bidder entity may still bid if the concerned partner, officer, director or controlling stockholder divests himself/herself of all his/her interest in such partnership, corporation or joint venture at least three (3) days prior to the submission of bids.

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

9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;

- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

10. *[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.

11. *[Name of Bidder]* undertakes to comply with all requirements for customization as stated in the Terms of Reference.

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

Bidder's Representative/ Authorized Signatory

[JURAT]

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Commission on Elections
BIDS AND AWARDS COMMITTEE (BAC)

**LEASE WITH OPTION TO PURCHASE OF ELECTION MANAGEMENT SYSTEM (EMS) AND
 PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY FOR THE 2016
 NATIONAL AND LOCAL ELECTIONS**

(BAC Reference No.02-2014-AES-DRE)

Opening of Bids
 30 March 2015

ELIGIBLE
 INELIGIBLE

Name of Bidder: _____

 Complete Address: _____

Name of Authorized Representative/s: _____

 Contact Number: _____

INSTRUCTION: The following documents shall be submitted in Original/Certified True Copies and three (3) photocopies marked as "COPY 1", "COPY 2" and "COPY 3". The original copies/certified true copy of TECHNICAL including ELIGIBILITY DOCUMENTS (FIRST ENVELOPE) and original copies/certified true copies of the FINANCIAL COMPONENT (SECOND ENVELOPE) shall be placed in a MOTHER ENVELOPE. For the sealing and marking of envelopes, please refer to the attached Illustration in the Bid Data Sheet.

REQUIREMENTS	CORPORATION/ SP/PARTNERSHIP		JOINT VENTURE	
	PASSED	FAILED	PASSED	FAILED
TECHNICAL COMPONENT				
For Existing Joint Venture (JV)				
JV.1 Authority of each JV member to enter into a JV				
a. For Single Proprietorship - Special Power of Attorney (SPA) issued by the ownership / proprietor				
b. For Partnership - Partnership resolution issued by the General Partner or President of the Partnership or Duly Notarized Secretary's Certificate				
c. For Corporation - Board Resolution or Duly Notarized Secretary's Certificate				
JV.2 Appointment of authorized representative(s)/ signatory(ies) of each JV member to the JV pursuant to par (h) Clause 6.2 of Section II, ITB				
a. For Single Proprietorship - Special Power of Attorney (SPA) issued by the ownership / proprietor				
b. For Partnership - Partnership resolution issued by the General Partner or President of the Partnership or Duly Notarized Secretary's Certificate				

REQUIREMENTS	CORPORATION/ SP/PARTNERSHIP		JOINT VENTURE	
	PASSED	FAILED	PASSED	FAILED
c. For Corporation – Board Resolution or Duly Notarized Secretary’s Certificate				
JV.3 Joint Venture Agreement, duly notarized (Clause 12.1 (a) viii of the BDS)				
JV.4 Board Resolution / Duly Notarized Secretary’s Certificate of the JV appointing its lead company				
JV.5 Board Resolution / Duly Notarized Secretary’s Certificate of the JV appointing its authorized representative(s) / signatory(ies)				
For Potential Joint Venture (JV)				
PJV.1 Duly notarized statements from all potential joint venture partners stating:				
a. That they will enter into and abide by the provision of the JVA if the bid is successful;				
b. The appointment of authorized representative(s);				
c. Designation/acceptance of appointment as lead company.				
For Non-Joint Venture (NJV)				
NJV.1 Authority of Signatory pursuant to par (h) Clause 6.2 of Section II, ITB				
a. For Single Proprietorship – Special Power of Attorney (SPA) issued by the ownership / proprietor				
b. For Partnership – Partnership resolution issued by the General Partner or President of the Partnership / Duly Notarized Secretary’s Certificate				
c. For Corporation – Board Resolution / Duly Notarized Secretary’s Certificate				
ELIGIBILITY DOCUMENTS				
1. LEGAL DOCUMENTS				
I. Class “A” Documents				
a. Original/Certified true copy of Registration Certificate with Articles of Incorporation from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for Sole proprietorship, or Cooperative Development Authority (CDA) for Cooperatives; or any equivalent document in case of foreign bidders. (In case of a JV, this requirement must be submitted by all the JV partners)				
b. Original/Certified true copy of valid and current Mayor’s/Business Permit/ License issued by the city or municipality where the principal place of business of the prospective bidder is located; or any equivalent document in case of foreign bidders. (In case of a JV, this requirement must be submitted by all the JV partners)				
c. Original/Certified true copy of valid Tax Clearance per				

REQUIREMENTS	CORPORATION/ SP/PARTNERSHIP		JOINT VENTURE	
	PASSED	FAILED	PASSED	FAILED
Executive Order 398, Series of 2005 (In case of a JV, this requirement must be submitted by all the JV partners)				
2. TECHNICAL DOCUMENTS				
d. Sworn Statement of all its on-going and completed government and private contracts within the last six (6) years prior to the deadline for the submission and opening of bids, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:				
(c.1) name of the contract;				
(c.2) date of the contract;				
(c.3) kinds of goods/services;				
(c.4) amount of contract and value of outstanding contracts;				
(c.5) date of delivery; and				
(c.6) For completed contracts, End user's acceptance, official receipts or any other competent proof evidencing said contracts.				
e. Sworn Statement of the bidder's single largest similar contract completed within six (6) YEARS prior to the deadline for the submission and opening of bids, with a value of FIFTY (50 %) per cent of the ABC.				
f. The Bid security (Payable to COMELEC) shall be in the following amount:				
f.1. 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;				
• a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or				
f.2. 5% of ABC if bid security is in Surety Bond. If surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments; or				
f.3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.				
f.4. It shall guarantee that within 10 calendar days or less, from receipt of the NOA, it shall enter into contract with COMELEC. (ITB clause 32.2)				
f.5 Its validity shall not exceed the period of 120				

REQUIREMENTS	CORPORATION/ SP/PARTNERSHIP		JOINT VENTURE	
	PASSED	FAILED	PASSED	FAILED
calendar days from the date of opening of bids.				
f.6 Bidders may submit Bid Securing Declaration (BSD) pursuant to GPPB Resolution No. 25-2013 dated August 30, 2013, provided, it is accompanied by any of the above-mentioned forms as enunciated in COMELEC Minute Resolution No. 14-0414 dated June 11, 2014.				
3. FINANCIAL DOCUMENTS				
g. Audited Financial Statements (AFS), stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year				
g.1. Balance Sheet;				
g.2. Income Statement; and				
g.3. Independent Auditor's Report certifying that he/she has examined/ audited the Financial Statements				
h. NFCC computation which shall be based only on the current assets and current liabilities submitted to the BIR, through Electronic Filing and Payment System (EFPS).				
4. OTHERS				
i. For foreign bidders, (a) Board Resolution designating the local representative or local subsidiary; AND (b) Any proof of acceptance of the designation as local representative or local subsidiary.				
j. Conformity with Section VI: Schedule of Requirements of the Bidding Documents				
k. Conformity with Section VII. Technical Specifications of the Bidding Documents. If proposal is the same with the initial technical requirements, just put "COMPLY".				
l. Certification from the Election Authority or Election Management Body that the system has demonstrated capability and has been successfully used in a prior electoral exercise here or abroad.				
m. OMNIBUS AFFIDAVIT in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII of the Philippine Bidding Documents. Shall include:				
m.1. The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly				

REQUIREMENTS	CORPORATION/ SP/PARTNERSHIP		JOINT VENTURE	
	PASSED	FAILED	PASSED	FAILED
notarized Board Resolution attesting to such fact, if the prospective bidder is a corporation, partnership, cooperative, or joint venture				
m.2 It is not blacklisted or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB				
m.3 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;				
m.4 It is authorizing the Head of the Procuring Entity or his duly authorized representative/s to verify all the documents submitted				
m.5 Disclosure of Relations (As per Section II, Instructions to Bidders, Clause 4.2 of the Bidding Documents)				
m.6 That they are not related to any incumbent elective city, district, provincial, regional or national official up to the fourth civil degree of consanguinity or affinity; Provided, that if there is any such relationship, the bidder entity may still bid if the concerned partner, officer, director or controlling stockholder divests himself/herself of all his/her interest in such partnership, corporation or joint venture at least three (3) days prior to the submission of bids.				
m.7 complies with existing labor laws and standards				
m.8 It complies with the responsibilities of a prospective or eligible bidder provided in the PBDS.				
m.9 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.				
m.10 undertakes to comply with all requirements for customization as stated in the Terms of Reference and Republic Act No. 9369.				
SECOND ENVELOPE - FINANCIAL COMPONENT (Shall be opened only if the bidder is declared "ELIGIBLE")				
The financial component of the bid shall contain the total bid amount for the services quoted in words as well as in figures				
Bid Price shall include the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties				

REQUIREMENTS	CORPORATION/ SP/PARTNERSHIP		JOINT VENTURE	
	PASSED	FAILED	PASSED	FAILED
Checked by:				
Remarks:				

STATEMENT OF ALL ONGOING AND COMPLETED CONTRACTS
WITHIN THE LAST FIVE (5) YEARS

1. All On-going PRIVATE Contracts [including Contracts awarded but not yet started, if any]

NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS/SERVICES	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	DATE OF END USER'S ACCEPTANCE OR OFFICIAL RECEIPT (.O.R) DATE AND O.R. NUMBER ISSUED FOR THE CONTRACT

2. All On-going GOVERNMENT Contracts [including Contracts awarded but not yet started, if any]

NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS/SERVICES	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	DATE OF END USER'S ACCEPTANCE OR OFFICIAL RECEIPT (.O.R) DATE AND O.R. NUMBER ISSUED FOR THE CONTRACT

3. All Completed PRIVATE Contracts

NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS/SERVICES	AMOUNT OF CONTRACT	DATE OF DELIVERY	DATE OF END USER'S ACCEPTANCE OR OFFICIAL RECEIPT (.O.R) DATE AND O.R. NUMBER ISSUED FOR THE CONTRACT

4. All Completed GOVERNMENT Contracts

NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS/SERVICES	AMOUNT OF CONTRACT	DATE OF DELIVERY	DATE OF END USER'S ACCEPTANCE OR OFFICIAL RECEIPT (.O.R) DATE AND O.R. NUMBER ISSUED FOR THE CONTRACT

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

[SAMPLE JURAT FOR NOTARIZATION]

SUBSCRIBED AND SWORN to before me this ____ day of _____ in _____, affiant exhibiting to me his/her government issued identification in the form of _____, issued on _____ at _____ and valid until _____, as competent evidence of identity.

Doc. No. ____;

Page No. ____;

Book No. ____;

Series of ____.

(Bidder's Company Letterhead)

**SWORN STATEMENT OF THE BIDDER'S SINGLE COMPLETED CONTRACT
AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET OF THE CONTRACT (ABC)**

I, _____, having been designated as duly authorized representative of _____, do hereby certify that:

Our company has successfully completed a single similar contract adjusted to current prices using the National Statistics Office consumer price indices available at Phil-GEPS website, the value of which is at least Fifty Percent (50%) of the Approved Budget of the Contract (ABC) of this, the details of which are as follows:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS/SERVICES	AMOUNT OF CONTRACT	DATE OF DELIVERY	DATE OF END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) DATE AND NUMBER ISSUED FOR THE CONTRACT

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

[SAMPLE JURAT FOR NOTARIZATION]

SUBSCRIBED AND SWORN to before me this ____ day of _____ in _____, affiant exhibiting to me his/her government issued identification in the form of _____, issued on _____ at _____ and valid until _____, as competent evidence of identity.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.

Second Competitive Bidding for the Lease, With Option to Purchase, of Election Management System (EMS) and Precinct-Based Direct Recording Electronic (DRE) Technology

(Reference No. BAC 02-2014-AES-DRE)

**2016NLE AUTOMATION PROJECT FINANCIAL PROPOSAL
OVERALL SUMMARY**

ITEM	ABC	TOTAL LEASE BID	TOTAL PURCHASE OPTION COST FOR 1ST YEAR	TOTAL COST FOR 1ST YEAR (Lease + Purchase Option for	TOTAL PURCHASE OPTION COST FOR 2ND YEAR	TOTAL COST FOR 2ND YEAR (Lease + Purchase Option	TOTAL PURCHASE OPTION COST FOR 3RD YEAR	TOTAL COST FOR 3RD YEAR (Lease + Purchase Option for 3rd year)
COMPONENT 1: DRE VOTING MACHINES	30,750,000.00							
1A: EMS								
1B: EVM								
1C: OTHER REQUIREMENTS								
COMPONENT 2: TECHNICAL SUPPORT	522,000.00							
TOTAL	31,272,000.00							

BIDDER _____

Signed for the Bidder _____

Signature Above Printed Name

Designation _____

Date _____

FINANCIAL PROPOSAL BREAKDOWN

COMPONENT 1: PRECINCT-BASED DIRECT RECORDING ELECTRONIC (DRE) TECHNOLOGY WITH ELECTION MANAGEMENT SYSTEM (EMS) AND OTHER RELATED REQUIREMENTS

ITEM ¹	TYPE ²	DESCRIP-TION ³	QTY ⁴	LEASE BID				PURCHASE OPTION PRICE								
				PRICE	L/P ₅	TAX	TOTAL	PURCHASE OPTION FOR 1ST YEAR	TAX	TOTAL	PURCHASE OPTION FOR 2ND YEAR	TAX	TOTAL	PURCHASE OPTION FOR 3RD YEAR	TAX	TOTAL
A Component 1-A: EMS																
1 EMS server	HW		1		L											
2 operating system (OS) for EMS server	SW		1		L											
3 RDMBS for EMS server	SW		1		L											
4 firewalls, routers and other network equipment for EMS	HW		1		L											
5 power supply (including backup and redundant) for EMS server	HW		1		L											
6 EMS application	SW		1		L											
7 EMS workstations	HW		1		L											
8 EMS installers	SW		1		L											
9 data storage devices for configuration files	HW		1		P											
10 data storage devices for ballot faces	HW		1		P											
11 data storage devices for EMS backup	HW		1		P											
12 data storage devices for digital certificates and security keys	HW		1		P											
13 digital certificates	SW		1		P											
14 data storage device for EMS backup	HW		1		P											
15 data storage devices for EMS source code	HW		1		P											
16 EMS printers and consumables	HW		1		P											

ITEM ¹	TYPE ²	DESCRIP- TION ³	QTY ⁴	PRICE	L/P ⁵	TAX	TOTAL	PURCHASE OPTION FOR 1ST YEAR	TAX	TOTAL	PURCHASE OPTION FOR 2ND YEAR	TAX	TOTAL	PURCHASE OPTION FOR 3RD YEAR	TAX	TOTAL
A Component 1-A: EMS																
17	EMS consumables	N/A	1		P											
18	EMS source code	SW	1		L											
19	EMS supplies and materials	N/A	1		P											
20	technical support service	N/A	1		P											
21	Others <i>(list as applicable)</i>	N/A														
B Component 1-B: EVM																
1	EVMs	HW	1		P											
2	EVM peripherals	HW														
3	EVM transmission modem	HW														
4	EVM application	SW														
5	OS for EVM	SW														
6	Alternative power source / batteries	HW														
7	WVPAT content verifier system	SW														
8	WVPAT content verifier equipment	HW														
9	WVPAT boxes	N/A														
10	EVM consumables	N/A														
11	other EVM-related supplies and materials	N/A														
12	Hash code extractor	SW														
13	Hash code validator	SW														

ITEM ¹	TYPE ²	DESCRIP- TION ³	QTY ⁴	PRICE	L/P ⁵	TAX	TOTAL	PURCHASE OPTION FOR 1ST YEAR	TAX	TOTAL	PURCHASE OPTION FOR 2ND YEAR	TAX	TOTAL	PURCHASE OPTION FOR 3RD YEAR	TAX	TOTAL
A Component 1-A: EMS																
14	EVM source code	N/A														
15	data storage devices for EVM	HW														
16	data storage devices for source code	HW														
17	data storage devices for decrypted ballot images	HW														
18	data storage devices for EVM backup files	HW														
19	digital certificate enrolment and management system	SW														
20	hardware for digital certificate enrolment and management system	HW														
21	data storage devices for digital certificates and security keys	HW														
22	EVM documentation (hard copy)	N/A														
23	EVM documentation (soft copy)	SW														
24	data storage device for EVM documentation	HW														
25	VVPAT decryption system	SW														
26	equipment for VVPAT decryption system	HW														
27	data storage device for VVPAT decrypted images	HW														
28	technical support service	N/A														
29	Others (list as applicable)	N/A														
C-I Other requirements (EVM/EMS)																
1	settings, configuration, scripts, codes, passwords	SW														

ITEM ¹	TYPE ²	DESCRIP- TION ³	QTY ⁴	PRICE	L/P ⁵	TAX	TOTAL	PURCHASE OPTION FOR 1ST YEAR	TAX	TOTAL	PURCHASE OPTION FOR 2ND YEAR	TAX	TOTAL	PURCHASE OPTION FOR 3RD YEAR	TAX	TOTAL
A	Component 1-A: EMS															
2	HW	data storage devices for settings, configuration, scripts, codes, passwords														
3	SW	disk images for servers														
4	HW	data storage devices for disk images for servers														
5	SW	EMS files, VCM files, ballot templates back-up files														
6	HW	data storage devices for EMS files, VCM files, ballot templates back-up files														
7	N/A	procedures on restoration of backup files and disk images														
8	SW	application for restoration of backup files and disk images														
9	HW	data storage device for application and procedures on restoration of backup files and disk														
10	N/A	technical documentations for EMS, VCM, ballot printing (hard copy)														
11	SW	technical documentations for EMS, VCM, ballot printing (soft copy)														
12	HW	data storage device for technical documentations for EMS, VCM, ballot printing														
13	SW	Machine Movement Tracking System application														
14	HW	Machine Movement Tracking System equipment														
15	HW	Machine Movement Tracking System peripherals														

ITEM ¹	TYPE ²	DESCRIP- TION ³	QTY ⁴	PRICE	L/P ⁵	TAX	TOTAL	PURCHASE OPTION FOR 1ST YEAR	TAX	TOTAL	PURCHASE OPTION FOR 2ND YEAR	TAX	TOTAL	PURCHASE OPTION FOR 3RD YEAR	TAX	TOTAL
A Component 1-A: EMS																
16	N/A	Machine Movement Tracking System consumables														
17	SW	ICE Certification software requirements														
18	HW	ICE Certification hardware requirements														
19	N/A	ICE Certification service requirements														
20	N/A	ICE Certification documentation requirements														
21	N/A	ICE Certification consumables requirements														
22	N/A	ICE Certification supplies and materials requirements														
23	SW	ICE Certification source code requirement														
24	SW	data storage device for ICE source code														
25	N/A	EVM expendable parts														
26	N/A	reverse logistics service														
27	HW	reverse logistics backup system														
28	N/A	Others <i>(list as applicable)</i>														
C-II Other requirements (training)																
1	N/A	reverse logistics backup system														
2	N/A	transfer of technology training														
3	N/A	training (and re-training) of trainers and certifiers														
4	N/A	training program for BEI and RMAT														

ITEM ¹	TYPE ²	DESCRIP- TION ³	QTY ⁴	PRICE	L/P ₅	TAX	TOTAL	PURCHASE OPTION FOR 1ST YEAR	TAX	TOTAL	PURCHASE OPTION FOR 2ND YEAR	TAX	TOTAL	PURCHASE OPTION FOR 3RD YEAR	TAX	TOTAL
A Component 1-A: EMS																
5	N/A	training for Technical Support														
6	N/A	training ballots, consumables, manuals, materials														
C-III Other requirements (risk management and contingency planning)																
1	N/A	proposals on risk management program														
2	N/A	proposals on bac-up plan in case of systems failure														
C-IV Other requirements (change management)																
1	N/A	plan on proposed change management services (handling of change)														
2	N/A	plan on proposed change management services (transfer of technology)														
3	N/A	plan on proposed change management services (voter education and														
4	N/A	voter ed and info website														
5	N/A	all requirements														
C-V Other requirements (quality control and quality assurance)																
1	N/A	description of standards for audit														
2	N/A	guidelines and procedures to aid COMELEC in developing														
3	N/A	services for measurement and monitoring of SLAs														
4	N/A	assistance in conduct of Stress and Security Test														
5	N/A	assistance in conduct of code review														
6	N/A	assistance in recommending acceptance and payment														
TOTAL LEASE BID =								TOTAL PURCHASE OPTION =								

ITEM ¹	TYPE ²	DESCRIP- TION ³	QTY ⁴	PRICE	L/P ⁵	TAX	TOTAL	PURCHASE OPTION FOR 1ST YEAR	TAX	TOTAL	PURCHASE OPTION FOR 2ND YEAR	TAX	TOTAL	PURCHASE OPTION FOR 3RD YEAR	TAX	TOTAL
A	Component 1-A: EMS															

REFERENCE:

¹ All items as indicated in the SCHEDULE OF REQUIREMENTS (Section VI of the Bidding Documents) are minimum requirements that should be included herein.

² Indicate if HARDWARE, SOFTWARE, SUPPLIES / MATERIALS

³ include MODEL/SERVER (indicate date of first release) for hardware; RELEASE VERSION (indicate date of first release) for software;

⁴ indicate NO. OF UNITS for hardware; NO. OF LICENSES (indicate type) for software

⁵ indicate "L" for lease (HW/SW) or "P" for purchase (services, supplies, materials and other consumables)

BIDDER

Signed for the Bidder

Designation

Date

Signature Above Printed Name

**FINANCIAL PROPOSAL BREAKDOWN
COMPONENT 2: TECHNICAL SUPPORT**

ITEM ¹	TYPE ²	DESCRIPTION ³	QTY ⁴	UNIT COST / RATE	TAX	TOTAL COST	WARRANTY (if applicable)
1	N/A	technical support personnel (for voting centers)					
2	N/A	technical coordinator (for every city/municipality)					
3	N/A	provincial technical supervisor (for every province)					
4	N/A	recruitment and training plans					
5	N/A	reserve technical support personnel					
6	N/A	technical support personnel training					
7	N/A	technical support personnel certification					
8	N/A	1st Level NTSC technical hotline operators					
9	N/A	2nd Level NTSC technical staff					
10	N/A	3rd Level NTSC technical staff					
11	N/A	NTSC technical support protocol (rules and procedures)					
12	N/A	technical support specialization coordinators					
13	N/A	support and logistics for COMELEC-PMO teams					
14	N/A	Others (<i>list as applicable</i>)					
TOTAL =							

REFERENCE:

- ¹ All items as indicated in the SCHEDULE OF REQUIREMENTS (Section VI of the Bidding Documents) are minimum requirements that should be included herein.
- ² Indicate if HARDWARE, SOFTWARE, SUPPLIES / MATERIALS
- ³ include MODEL/SERVER (indicate date of first release) for hardware; RELEASE VERSION (indicate date of first release) for software;
- ⁴ indicate NO. OF UNITS for hardware; NO. OF LICENSES (indicate type) for software

BIDDER _____

Signed for the Bidder _____

Signature Above Printed Name

Designation _____

Date _____