



BUREAU OF CUSTOMS
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

BIDDING DOCUMENTS FOR THE PROCUREMENT OF ADDITIONAL MILITARY, SECURITY AND POLICE EQUIPMENT

**Project ID No.: BOC-GOODS-2022-11
November 2022**

TABLE OF CONTENTS

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	7
1. Scope of Bid	8
2. Funding Information.....	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	8
5. Eligible Bidders.....	9
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	9
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	11
12. Bid Prices	11
13. Bid and Payment Currencies	12
14. Bid Security	12
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	17
1. Scope of Contract	18
2. Advance Payment and Terms of Payment	18
3. Performance Security	18
4. Inspection and Tests	18
5. Warranty	19
6. Liability of the Supplier	19
Section V. Special Conditions of Contract	20
Section VI. Schedule of Requirements	22
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	34



Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.



DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste



management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



Section I. Invitation to Bid

SECTION I. INVITATION TO BID

“Procurement of additional Military, Security and Police Equipment”

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2022 General Appropriations Act intends to apply the sum of Five Million Forty-Nine Thousand Pesos (Php5,049,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Procurement of additional Military, Security and Police Equipment” Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Delivery of the Goods is required specified in the Section VI. Schedule of Requirements. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 22, 2022, from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
6. The BOC will hold a Pre-Bid Conference on November 29, 2022, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via MICROSOFT TEAMS, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before December 12, 2022, 9:30 a.m. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

9. Bid opening shall be on December 12, 2022, 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat
General Services Division
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila
Telefax No. 527-9757
Email address: bacsecretariat@customs.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://customs.gov.ph/bid-opportunities/>

Date issued: November 22, 2022

ATTY. ALVIN H. EBREO, CESO IV
Chairperson, BOC-BAC

Section II. Instructions to Bidders

TABLE OF CONTENTS

1. SCOPE OF BID.....	9
2. FUNDING INFORMATION.....	9
3. BIDDING REQUIREMENTS.....	9
4. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	9
5. ELIGIBLE BIDDERS.....	9
6. ORIGIN OF GOODS.....	10
7. SUBCONTRACTS.....	10
8. PRE-BID CONFERENCE.....	10
9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS.....	10
10. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS.....	11
11. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT.....	11
12. BID PRICES.....	11
13. BID AND PAYMENT CURRENCIES.....	12
14. BID SECURITY.....	12
15. SEALING AND MARKING OF BIDS.....	13
16. DEADLINE FOR SUBMISSION OF BIDS.....	13
17. OPENING AND PRELIMINARY EXAMINATION OF BIDS.....	13
18. DOMESTIC PREFERENCE.....	14
19. DETAILED EVALUATION AND COMPARISON OF BIDS.....	14
20. POST-QUALIFICATION.....	14
21. SIGNING OF THE CONTRACT.....	14

1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Procurement of additional Military, Security and Police Equipment” with identification number BOC-GOODS-2022-11.

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

2. Funding Information

The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2022 General Appropriations Act in the amount of Five Million Forty-Nine Thousand Pesos (Php5,049,000.00).

2.1. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years as provided in paragraph 2 of the **ITB** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **ITB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

- 14.2. The Bid and bid security shall be valid until April 11, 2023. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **ITB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. The LCB shall likewise submit the required documents for final Post Qualification.}

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Procurement of additional Military, Security and Police Equipment”</p> <p>The identification number of the Contract is BOC-GOODS-2022-11</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2022 General Appropriations Act in the amount of Five Million Forty-Nine Thousand Pesos (Php5,049,000.00).</p>
3	No further instruction.
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.
5.2	Foreign bidders are not allowed.
5.3	<p>The bidder must have completed, five (5) years prior to December 12, 2022 single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders must include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Supply and Delivery of Body Worn Camera and Supply and Delivery of Firearms and Ammunition”</p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on November 29, 2022, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Php100,980.00, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than Php252,450.00 or 5% if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) originally signed certified true copy of the original document and two (2) copies of the first and second components of its bid with proper tabs.</p>
19.3	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents:</p> <p><u>Item 1</u></p> <ol style="list-style-type: none"> 1. Latest product brochure or other related documents containing the description of the firearm; 2. Valid License to deal issued by the Philippine National Police (for both partners in case of Joint Venture) pursuant to Section 16 of the IRR of RA 10591; 3. Certificate of Performance Evaluation with a rating of at least Very Satisfactory; 4. Certificate of Exclusive Distributorship; <p><u>Item 2</u></p> <ol style="list-style-type: none"> 1. Body Worn Camera being offered; 2. List of Service Center/s: List of service centers of equipment of the manufacturer and/or authorized service centers of the manufacturer in Metro Manila, Visayas and Mindanao must be provided; 3. Certificate of Performance Evaluation: at least "Very Satisfactory", issued by bidder's Single Largest Completed Contract Client; 4. Required Licenses or Certification: <ol style="list-style-type: none"> 4.1. Business Registration 4.2. Certificate of Distributorship issued by the manufacturer as authorized local distributor. 4.3. Certification issued by the Third-Party Certifying Agency that the Body Worn Camera - Submerge to one (1) meter in water for up 30 minutes (IP68 TESTING/ IP68 TEST REPORT)

	<p>4.4. Certification that the Body Worn Camera is compliant with Military Spec Drop-Test Standard MIL STD 810G.</p> <p>4.5. National Privacy Commission (NPC) Certification: Required; Must present proof that bidder have complied with the requirements for Data Privacy Act of 2012.</p> <p>5. ISO of the manufacturer: ISO 9001 of the Body Worn Camera and docking station manufacturer.</p> <p>6. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>);</p> <p>7. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months;</p> <p>8. Latest Audited Financial Statement; and</p> <p>9. Other appropriate licenses and permits required by law.</p>
21.1	No further instruction

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1. SCOPE OF CONTRACT.....	21
2. ADVANCE PAYMENT AND TERMS OF PAYMENT	21
3. PERFORMANCE SECURITY	21
4. INSPECTION AND TESTS.....	21
5. WARRANTY	22
6. LIABILITY OF THE SUPPLIER.....	22

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p>
2.2	<p>Payment shall be made after formal acceptance of deliverables, and 10% shall be retained until completion of contract.</p>
3	<p>No further instructions.</p>
4	<p>Inspections and Tests</p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.</p>
5.1	<p>Item 1: Warranty Period/Coverage of Warranty: In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a period of one (1) year.</p> <p>Item 2:</p> <ul style="list-style-type: none"> a. Warranty Period/ Coverage of Warranty: Two (2) Years on Spare Parts and Technical Support/After Sales b. Warranty Period shall commence from the date of acceptance by the end user after functional inspection and testing. c. The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials. d. Replacement shall be made within seven (7) calendar days after receipt of Notice from BoC.
5.2	<p>No further instructions.</p>
6	<p>No additional provision.</p>

Section VI. Schedule of Requirements

Item	Description	Unit	Qty	Delivery Date
1	Caliber 40 Pistols	Units	100	Deliver within thirty (30) calendar days after receipt of Notice to Proceed to be delivered in GSD Office, G/F OCOM Bldg., South Harbor, Port Area Manila.
2	Body-Worn Camera	Sets	10	Deliver within one hundred twenty (120) calendar days after receipt of Notice to Proceed to be delivered in GSD Office, G/F OCOM Bldg., South Harbor, Port Area Manila.

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VII. Technical Specifications

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either “**Comply**” or “**Not Comply**”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as 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 above goods manufactured by us.

Items	Specification	Statement of Compliance
1	<p><u>Pistol Caliber .40</u></p> <p>A. Frame: Polymer/Steel B. Magazine Capacity: 8-17 rounds C. Length: 6.5 in - 7.95 in D. Height: 5.4 in – 5.47 in. E. Barrel Length: 4.1 in. – 4.49 in. F. Weight: without magazine - 22.75 oz with empty magazine - 25.57 oz with loaded magazine - 34.39 oz G. Trigger Pull: 2lbs. – 5.5 lbs. H. Accessories: I. Each unit comes with: ➤ Two (2) magazines ➤ Modular back strap ➤ Cleaning kit brush ➤ Magazine reloader ➤ Carrying case</p>	

	<p style="text-align: center;">➤ Service manual</p> <p>I. Certified True Copy of Licenses/Authority:</p> <p>I. For importers/traders/dealers/distributors: Certified True Copy of valid and current License to Operate and License to Deal in Firearms/Ammunition issued by FED-PNP, Camp Crame, Quezon City.</p>	
	<p>2. <u>PARAMETERS FOR POST-QUALIFICATIONS, ACCEPTANCE TEST, AND EVALUATION:</u></p> <p><i>A. NUMBER OF SAMPLES SUBJECT TO EVALUATION AND TEST FIRING:</i></p> <p>I. For post-qualification: Two (2) sample units of the same product are to be delivered.</p> <p>II. For acceptance: Ten percent (10%) of the goods delivered will be chosen at random by the Team Inspection and Acceptance Committee.</p> <p><i>B. PRE-TEST FIRING:</i></p> <p>I. Procedure: Conduct visual and dimensional inspection to determine the actual dimensions, weight, and firearms characteristics vis-à-vis the required technical specifications. Firearms will be fired with 50 rounds each.</p> <p>II. Purpose: Ascertain if the submitted sample firearms conform with the required technical specifications.</p> <p>III. Standard: After the initial firing, the pistols must have no evidence of burrs and bulges in the bore and or exterior rim of the barrel.</p> <p><i>C. ACCURACY TEST:</i></p> <p>I. Procedure: Sample pistol will be fired using a machine rest or its equivalent at a distance of 25 meters. Firearms will be fired with 100 rounds each.</p> <p>II. Purpose: To determine the accuracy of the pistol using machine rest or equivalent.</p> <p>III. Standard: Must not exceed the maximum mean radius square (mrs) of 6 inches.</p> <p><i>D. INTERCHANGEABILITY TEST:</i></p> <p>I. Procedure: Major parts of pistols (slide, barrel, recoil, spring, and receivers) will be</p>	

	<p>interchanged and then fired with 50 rounds each.</p> <p>II. Purpose: To determine the reliability of the pistol when parts from identical weapons are interchanged.</p> <p>III. Standard: The pistol must function properly without any bidding of moving parts.</p> <p>E. FUNCTIONAL TEST:</p> <p>I. Procedure: For post-qualification purposes, sample items will be fired using fifty (50) rounds each, and malfunction will be recorded. For acceptance purposes, sample units will be fired using sixteen (16) rounds each per unit.</p> <p>II. Purpose: To ensure that the sample is operationally functional and conforms to the requirements of the Bureau of Customs.</p> <p>III. Standard: All sample items must fire properly in accordance with the test parameters of the Bureau of Customs.</p>																					
2	<p><u>Body Worn Camera</u></p> <table border="1" data-bbox="336 1055 1190 2040"> <tr> <td colspan="2" data-bbox="336 1055 1190 1093">A. Camera</td> </tr> <tr> <td data-bbox="336 1093 655 1167">Number of Megapixels</td> <td data-bbox="655 1093 1190 1167">At least 16 Megapixel or higher</td> </tr> <tr> <td data-bbox="336 1167 655 1240">Field of View</td> <td data-bbox="655 1167 1190 1240">Diagonal 116°, horizontal 101°, vertical 57°</td> </tr> <tr> <td data-bbox="336 1240 655 1352">Camera Lens</td> <td data-bbox="655 1240 1190 1352">Aperture: F/2.4 Can be rotated to capture the best angle of view</td> </tr> <tr> <td colspan="2" data-bbox="336 1352 1190 1391">B. Video</td> </tr> <tr> <td data-bbox="336 1391 655 1532">Video Compression</td> <td data-bbox="655 1391 1190 1532">High-Efficiency Video Coding video compression technology. MPEG or higher.</td> </tr> <tr> <td data-bbox="336 1532 655 1704">Recording Resolution/ Video Frame Rate</td> <td data-bbox="655 1532 1190 1704">Minimum of 1280 x 720 (30 fps) or higher</td> </tr> <tr> <td data-bbox="336 1704 655 1816">Audio</td> <td data-bbox="655 1704 1190 1816"> <ul style="list-style-type: none"> • With dual microphone for noise reduction </td> </tr> <tr> <td data-bbox="336 1816 655 1890">Display</td> <td data-bbox="655 1816 1190 1890">At least 2.8-inch TFT-LCD color screen with playback feature</td> </tr> <tr> <td data-bbox="336 1890 655 2040">C. Photo Resolution</td> <td data-bbox="655 1890 1190 2040">16-megapixel 5-megapixel 3-megapixel or higher</td> </tr> </table>	A. Camera		Number of Megapixels	At least 16 Megapixel or higher	Field of View	Diagonal 116°, horizontal 101°, vertical 57°	Camera Lens	Aperture: F/2.4 Can be rotated to capture the best angle of view	B. Video		Video Compression	High-Efficiency Video Coding video compression technology. MPEG or higher.	Recording Resolution/ Video Frame Rate	Minimum of 1280 x 720 (30 fps) or higher	Audio	<ul style="list-style-type: none"> • With dual microphone for noise reduction 	Display	At least 2.8-inch TFT-LCD color screen with playback feature	C. Photo Resolution	16-megapixel 5-megapixel 3-megapixel or higher	
A. Camera																						
Number of Megapixels	At least 16 Megapixel or higher																					
Field of View	Diagonal 116°, horizontal 101°, vertical 57°																					
Camera Lens	Aperture: F/2.4 Can be rotated to capture the best angle of view																					
B. Video																						
Video Compression	High-Efficiency Video Coding video compression technology. MPEG or higher.																					
Recording Resolution/ Video Frame Rate	Minimum of 1280 x 720 (30 fps) or higher																					
Audio	<ul style="list-style-type: none"> • With dual microphone for noise reduction 																					
Display	At least 2.8-inch TFT-LCD color screen with playback feature																					
C. Photo Resolution	16-megapixel 5-megapixel 3-megapixel or higher																					

Image	Up to 16MP
Image Format	JPEG
D. General	
Weight	Overall weight (unit with battery only) not more than 205g
GPS	Built-in
Wireless Transmission for real Time monitoring (Live-streaming)	The device shall be capable of live upload by at least 4G, LTE or WIFI to the BOC existing system.
Sim-card Slot	Built-in
Storage Capacity	The device must have at least 32GB storage.
High Volume	Device must support dual 1.5W speakers,
Memory	At least 2-GB
Bluetooth	The device should support Bluetooth 4.2
Data Collection	Shall be able to automatically upload the evidence to the BOC BWC Docking Stations.
Environment Protection	The device be compliant with MIL-STD 810 G and IP68
Operating Temperature	-30°C to+60°C
Storage Temperature	-40 to 60°C
Shock/Impact	At least 2 meters (with belt clip)
Watermark	User ID, GPS coordinates, time and date embedded into video
Security Protocols	<ul style="list-style-type: none"> • Passwords protected/security features/encryptions/tampered proof • Administrator password protected: user cannot delete files or change settings • Support AES 256 encryption technology for local storage or during Transmission
SOS Alarm	System should be able to get SOS Alarm if personnel are in danger
Voice Communication	Built-in PTT for voice communication.
E. Battery	
Type	<ul style="list-style-type: none"> • Removable battery

Recording Life	<ul style="list-style-type: none"> The device is equipped with a high-capacity battery to ensure long battery life. The standard battery capacity is 3500mAh, the supplier can provide 2 batteries, which can provide more than 8 hours battery life for continuous video shooting with 720P under normal operation. 	
F. Accessories		
Camera Clips	Body mounting strap and appropriate clip for body camera	
Camera Chargers	Yes	
G. Recording		
Fast Operation Switch for Video Recording	Yes. Designed to avoid misoperation that could interrupt recording.	
Pre and post-recording	Minimum 10 sec /30 sec	
Night Mode Vision Function	Auto night mode capable to 10 meters or above.	
1. Operational Characteristics		
1.1. Recording Format	<p>Video and audio to record and export in a standard, open, non-proprietary format, including both Codec and Container, such that it can be replayed in freely available software (e.g., VLC player) without processing or conversion. Standard open formats should be used for interoperability. Examples include MP4 and MKV. Data formats that can only be viewed within manufacturer-specific replay software are not recommended.</p> <p>VGA, HD 720P, and 1080 HD are predominant standard resolutions. The higher the resolution, the more storage is needed. Estimates below were created assuming H.264 compression with medium to high motion at 30 frames per second (fps) derived using a heuristic formula widely used in</p>	

		industry. Actual storage utilized is dependent on scene complexity and the motion of the video captured. Consider what sort of analysis may be conducted on the video before selecting a resolution.	
	1.2. Video resolution	Not less than VGA (720 X 480)	550-1,100 MB per hour not less than (0.55-1.1 GB) or higher
		Not less than HD 720P (1280 X720)	1,650-3,325 MB per hour (1.65-3.325 GB) or higher
		At least 1080 HD (1920 X 1080) or higher	3,750-7,550 MB hour (3.65-7.55) or higher
	1.3. Video Encoding / Compression	Use the lowest possible amount of compression in order to maximize the amount of information available to law enforcement. Consider what sort of analysis may be conducted on the video before selecting video encoding or compression. Examples include MPEG-4, and H.264. H.264 is an improvement over MPEG-4 compression. Moreover, High-efficiency Video coding should be supported.	
	1.4. Frame rate	30 frames per second (fps) is a standard video frame rate. Higher recording speeds capture more motion detail but require increased storage. Frame rates lower than 25 fps suffer from increased motion blur.	
	1.5. Horizontal Field of View	Adequate to capture a majority of activity at a reasonable distance. This would likely require at least a 90-degree field of view. Wide angle lenses capture more of a scene, but distort the view and lose detail towards the edges of the frame. Software tools may be required	

			to properly analyze or view the video from extremely wide-angle video.
		1.6. Camera Focus	The device should be able to focus on all objects from about 1 foot away to infinity. Continuous autofocus or fixed focus should be employed for usability. Manual settings should be avoided as they can distract the user. Motion jitter and blur can be significant when the camera is moving. Automatic image stabilization can reduce this effect.
		1.7. Audio Quality	The system is capable of clearly capturing conversational speech at a distance of not less than 3 feet without wind or excessive background noise.
		1.8. Separate Audio and Resolution and Encoding Compression	If the device will be used in a mode to record audio only, compressed audio requires less storage than video (4-60 MB per hour per microphone depending on desired quality). If high speech quality is needed, a sampling rate of at least 16 kHz with at least 24-bit capture is suggested per microphone. Higher values might be necessary to capture increased fidelity at a distance. Standard open encoding with speech quality resolution suggested. Examples include MP3, WMA and AAC.
		1.9. Recording Triggering	Cameras could record continuously or be user-triggered or event-triggered. Cameras take time to start recording video after being powered on and after recording is initiated. This recording latency period should be minimal

<p>1.10. Night-time/Low Light Functionality</p>	<p>The quality of video footage recorded in low light or night conditions should be usable. Visible flash and infrared illumination can increase the quality of video taken at night but will affect battery life. Low-light filtering, infrared, near-infrared, and other low-light compensation technologies or mechanical filters can increase the quality of video taken in low light and severe weather conditions but can affect scene and motion detail.</p>
<p>1.11. Synchronization</p>	<p>The device is capable of recording audio simultaneously and time synchronized with the video. Consider the additional information that should be collected with the recorded material. Automatically generated data about the wearer, location, date, and time can be collected and packaged in video format. The device clock must be synchronized with an external universal clock, either GPS or another source, when the unit is plugged in for absolute time of day to ensure accuracy.</p>
<p>1.12. Tamper Resistance</p>	<p>The device prohibits recordings from being edited or deleted and should not overwrite existing data before they have been transferred. Systems that can export a hash value of files being transferred may provide an enhanced capability to demonstrate tamper</p>

		<p>resistance. Standard encryption such as AES can be employed to protect data and improve the management of lost devices and memory cards.</p>
1.13.	Data Transfer	<p>Recommend standard USB2/USB3 compliant connection (mini/micro) for charging and/or data transfer. The connections should be standard on both the device and on any docking station. Data connections that use a proprietary form factor are not recommended.</p>
1.14.	Data Export	<p>Device exports all recorded footage to data archiving or data management system in its original file format and without loss of quality or associated metadata. Device should record an audit log which should include information such as device serial number and device events—e.g., on/off, charging, start/stop recording, remaining storage capacity, etc.</p>
1.15.	Onboard Storage	<p>Storage can be integrated into the device or provided on removable industry standard memory cards. Removable media has utility in terms of versatility and expansion but comes with security risks. Consider whether enough storage should be available to record a full shift by the officer wearing the device, such as 8-12 hours of non-volatile onboard storage. Loss of power must not cause data to be lost or corrupted.</p>
1.16.	Battery Life	<p>Consider whether the battery should provide enough power</p>

			to record a full shift by the officer wearing the device, such as an 8–12-hour battery life. Devices that do not run on rechargeable batteries are not recommended.	
		1.17. Durability	Device should withstand considerable and repetitive pressure, vibration, and mechanical shock. It should operate within a temperature range from very cold to very hot and be resistant to common environmental hazards, such as dust, condensation, water splashes, and RF interference	
		1.18. Weight and Form Factor	Device should not distract or hinder the officer wearing the device from performing other job functions, especially ones related to officer safety. Cameras are designed with widely varying mounting methods and options. Device should be selected for maximum usability and safety	
	Requirement/s if awarded the contract:			
	<p>The devices and/or equipment must be ready for use and fully accepted by the project proponents prior to the distribution. This will be done in the Enforcement and Security Service, also in BOC, South Harbor, Manila. Winning bidder shall shoulder the cost of distribution of the units to the 17 sites.</p> <p>A. Installation/Testing Period /Place: Provided by the Winning</p> <p>B. Bidder Testing Parameters/Procedures: Compliance with the stated requirements</p> <p>C. Manuals: Supplier shall provide Hard and/or Soft copy in English for each unit of Body Worn Camera upon delivery.</p> <p>D. Site Delivery Inspection: Bureau of Customs, South Harbor, Port Area, Manila</p> <p>E. Post Qualification and/or Acceptance Parameters: Proof of Concept (POC) requirements of the Bureau of Customs as shown in Annex 2.</p> <p>F. Customer Premise Equipment Accreditation issued by NTC for the Brand and Model of the Body Worn Camera.</p>			
	Test Acceptance Parameters			
	REQUIREMENTS: <ol style="list-style-type: none"> 1. The Body Worn Camera has an active data SIM card with internet connectivity. 			

<p>2. The Body Worn Camera are connected to the server. 3. Server is powered and connected to the internet. 4. Server with Video Vault, docking station and dock controllers are powered on.</p>		
PARAMETERS	TEST PATTERN	PASS/FAIL
FUNCTIONAL TEST	<ul style="list-style-type: none"> • Check the monitor/screen of the Body Worn Camera <ul style="list-style-type: none"> a. Confirm that the Body Worn Camera are connected to the internet with indicator on screen. 	
	<ul style="list-style-type: none"> • Users can open/access the following: <ul style="list-style-type: none"> a. Confirm that the streams are displayed from the Body Worn to the system. b. Confirm a minimum acceptable video stream quality of 720p. 	
	<ul style="list-style-type: none"> • Open Client app on any system: <ul style="list-style-type: none"> a. Confirm the selection of the Body Worn Camera feeds are available b. Select a specific camera feed. 	

		<ul style="list-style-type: none"> • Dock Body Worn Cameras to the docking station: <ul style="list-style-type: none"> a. Confirm that the registered Body Worn Cameras are connected to the Video Vault. b. Confirm recorded footage from the Body Worn Cameras are automatically uploaded to the Video Vault c. Confirm evidential incidents can be created d. Confirm that the retention period of recorded footage can be set 		
--	--	---	--	--

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

and

Technical Documents

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

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

25 FINANCIAL COMPONENT ENVELOPE

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



Bid Form

Date: _____
Invitation to Bid² N^o: _____

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 the BOC, our services for the project, “**Procurement of additional Military, Security and Police Equipment**” 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.

Item	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
1	Caliber 40 Pistols	Units	100		
2	Body Worn Camera	Units	10		

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 14.2 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:³

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

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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



Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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



Statement of Single Largest Completed Contract which is similar in nature

Business Name: _____

Business Address: _____

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____



List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name: _____

Business Address: _____

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.



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 Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice 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.



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

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

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



Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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



6. *[Select one, delete the rest:]*

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.



BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We⁴, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

⁴ Select one and deschedulelete the other. Adopt the same instruction for similar terms throughout the document.



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

