



BUREAU OF CUSTOMS
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

**BIDDING DOCUMENTS
FOR THE
SUPPLY AND DELIVERY OF
VARIOUS ICT EQUIPMENT
FOR THE BUREAU OF CUSTOMS**

**Project ID No.: BOC-GOODS-2022-01
February 2022**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.



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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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



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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



Section I. Invitation to Bid

SECTION I. INVITATION TO BID

“Supply and Delivery of Various ICT Equipment for the Bureau of Customs”

- The Bureau of Customs (BOC) through the authorized appropriations under the CY 2022 General Appropriations Act intends to apply the sum of One Hundred Million Nine Hundred Two Thousand One Hundred Seventy Pesos (Php100,902,170.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Supply and Delivery of Various ICT Equipment for the Bureau of Customs” Bids received in excess of the ABC shall be automatically rejected at the bid opening. Details are as follows:

Lot No.	Project ID No.	Description	ABC
1	BOC-GOODS-2022-01A	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php78,305,295.00
2	BOC-GOODS-2022-01B	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php14,999,700.00
3	BOC-GOODS-2022-01C	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php4,737,500.00
4	BOC-GOODS-2022-01D	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php2,859,675.00
Total ABC			Php100,902,170.00

- 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).
- 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 February 17, 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 for the following Lots: Lot 1- Fifty Thousand Pesos (P50,000.00), Lot 2 – Twenty Five Thousand Pesos (Php25,000.00), Lot 3 – Five Thousand Pesos (Php5,000.00) and Lot 4 – Five Thousand Pesos (Php5,000.00). 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 February 24, 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 March 08, 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.
9. Bid opening shall be on March 08, 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: February 17, 2022

ATTY. ALVIN H. EBREO, CESE
Chairperson, BOC-BAC

Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Supply and Delivery of Various ICT Equipment for the Bureau of Customs” with identification number BOC-GOODS-2022-01.

The Procurement Project (referred to herein as “Project”) is composed of four (4) lots the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2022 General Appropriations Act in the amount of One Hundred Million Nine Hundred Two Thousand One Hundred Seventy Pesos (Php100,902,170.00). 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 or 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**.
- 14.2. The Bid and bid security shall be valid until July 06, 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. Sealing and Marking of Bids

- 15.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 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”.
- 15.2 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.
- 15.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

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;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1;
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids; and
 - (f) Each envelope must be duly signed by the authorized representative.
- 15.4 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.
 - 15.5 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 “Supply and Delivery of Various ICT Equipment for the Bureau of Customs”</p> <p>The identification number of the Contract is BOC-GOODS-2022-01</p>																				
1	<p>This bidding shall have four (4) lots as follows:</p> <p>The identification number of the Contract are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Project ID No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">BOC-GOODS-2022-01A</td> <td>Supply and Delivery of Various ICT Equipment for the Bureau of Customs</td> <td style="text-align: right;">Php78,305,295.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">BOC-GOODS-2022-01B</td> <td>Supply and Delivery of Various ICT Equipment for the Bureau of Customs</td> <td style="text-align: right;">Php14,999,700.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">BOC-GOODS-2022-01C</td> <td>Supply and Delivery of Various ICT Equipment for the Bureau of Customs</td> <td style="text-align: right;">Php4,737,500.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">BOC-GOODS-2022-01D</td> <td>Supply and Delivery of Various ICT Equipment for the Bureau of Customs</td> <td style="text-align: right;">Php2,859,675.00</td> </tr> </tbody> </table>	Lot No.	Project ID No.	Description	ABC	1	BOC-GOODS-2022-01A	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php78,305,295.00	2	BOC-GOODS-2022-01B	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php14,999,700.00	3	BOC-GOODS-2022-01C	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php4,737,500.00	4	BOC-GOODS-2022-01D	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php2,859,675.00
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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 One Hundred Million Nine Hundred Two Thousand One Hundred Seventy Pesos (Php100,902,170.00).</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 March 08, 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 ICT Equipment”</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 February 17, 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> <p>Lot 1</p> <ol style="list-style-type: none"> 1. The amount of not less than Php1,566,105.90, 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 Php3,915,264.75 or 5% if bid security is in Surety Bond. <p>Lot 2</p> <ol style="list-style-type: none"> 1. The amount of not less than Php299,994.00, 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 Php749,985.00, or 5% if bid security is in Surety Bond. <p>Lot 3</p>

	<p>1. The amount of not less than Php94,750.00, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>2. The amount of not less than Php236,875.00, or 5% if bid security is in Surety Bond.</p> <p>Lot 4</p> <p>1. The amount of not less than Php57,193.50, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>2. The amount of not less than Php142,983.75, or 5% if bid security is in Surety Bond.</p>																				
15	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.																				
19.3	<p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <table border="1" data-bbox="406 1182 1337 1933"> <thead> <tr> <th data-bbox="406 1182 491 1283">Lot No.</th> <th data-bbox="491 1182 647 1283">Project ID No.</th> <th data-bbox="647 1182 1082 1283">Description</th> <th data-bbox="1082 1182 1337 1283">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="406 1283 491 1473">1</td> <td data-bbox="491 1283 647 1473">BOC-GOODS-2022-01A</td> <td data-bbox="647 1283 1082 1473">Supply and Delivery of Various ICT Equipment for the Bureau of Customs</td> <td data-bbox="1082 1283 1337 1473">Php78,305,295.00</td> </tr> <tr> <td data-bbox="406 1473 491 1608">2</td> <td data-bbox="491 1473 647 1608">BOC-GOODS-2022-01B</td> <td data-bbox="647 1473 1082 1608">Supply and Delivery of Various ICT Equipment</td> <td data-bbox="1082 1473 1337 1608">Php14,999,700.00</td> </tr> <tr> <td data-bbox="406 1608 491 1742">3</td> <td data-bbox="491 1608 647 1742">BOC-GOODS-2022-01C</td> <td data-bbox="647 1608 1082 1742">Supply and Delivery of Various ICT Equipment</td> <td data-bbox="1082 1608 1337 1742">Php4,737,500.00</td> </tr> <tr> <td data-bbox="406 1742 491 1933">4</td> <td data-bbox="491 1742 647 1933">BOC-GOODS-2022-01D</td> <td data-bbox="647 1742 1082 1933">Supply and Delivery of Various ICT Equipment</td> <td data-bbox="1082 1742 1337 1933">Php2,859,675.00</td> </tr> </tbody> </table>	Lot No.	Project ID No.	Description	ABC	1	BOC-GOODS-2022-01A	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php78,305,295.00	2	BOC-GOODS-2022-01B	Supply and Delivery of Various ICT Equipment	Php14,999,700.00	3	BOC-GOODS-2022-01C	Supply and Delivery of Various ICT Equipment	Php4,737,500.00	4	BOC-GOODS-2022-01D	Supply and Delivery of Various ICT Equipment	Php2,859,675.00
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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> <ol style="list-style-type: none"> 1. Submit manufacturer's certificate that the proposed brand of Desktop Computer, Camera, Headset, and UPS, Laptop, Printer, and Kiosk is an international brand that is sold and marketed continuously in the Philippines for the last 10 years; 2. Submit copy of valid and current ISO 9001 Certification of the Manufacturer issued by an independent certifying agency. The ISO Certification (or an equivalent document) must cover the manufacture/design or production of Desktop Computers, cameras, headsets, and UPS, Laptop, and Printer; 3. Submit list of Authorized Service Center/s in the Philippines (with available spare parts, indicating the address, telephone & fax numbers, email address, and contact person). The principal must have a local parts center/depot; 4. Valid and Current Certificate of Distributorship / Dealership / Resellers of the items being offered, issued by the principal or manufacturer for Desktop Computers, cameras, headsets, and UPS, Laptop, Printer, and Kiosk; 5. Submit provide a brochure / Technical Data Sheet or equivalent document for Desktop Computers, cameras, headsets, and UPS, Laptop, Printer, and Kiosk; 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>); 7. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; and 8. Other appropriate licenses and permits required by law.
21.1	No further instruction

Section IV. General Conditions of Contract

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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>Warranty was based on the technical specification.</p>
5.2	<p>No further instructions.</p>
6	<p>No additional provision.</p>

Section VI. Schedule of Requirements

Lot	Description	Unit	Qty	Delivery Date
1	Desktop Computer (Tower PC)	Units	920	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.
	Headset	Pcs	920	
	Uninterruptible Power Supply (UPS) (for Desktop)	Pcs	110	
	Uninterruptible Power Supply (UPS) (for Network Switch Routers)	Pcs	140	
2	Laptop (Notebooks)	Units	180	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.
3	Printer (All-in-One Ink Tank Printer)	Units	220	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.
4	Kiosk	Units	55	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.

Lot	Specification	Statement of Compliance
1	<p>General Requirement</p> <ul style="list-style-type: none"> • The supplier must be operational for at least ten (10) years. • The supplier must be PhilGeps-accredited. • Must have at least two (2) completed projects experience in IT Equipment delivery to any government agencies. • Must have technical support available 24 x 7. • Must have Authorized Service Centers for Desktop Computers, camera, headset, and UPS in the 3 main island groups of the Philippines, namely Luzon, Visayas, and Mindanao. <p>➤ Desktop Computers</p> <ul style="list-style-type: none"> • Must be brand new, a globally recognized known brand 	

	<ul style="list-style-type: none"> • Processor: 10th Generation Intel® Core™ i7-10700 Processor (2.90 GHz up to 4.80 GHz) • Memory: 16 GB DDR4-2933MHz (UDIMM) • Display: at least 21.5” LED Monitor (same brand with tower) • GPU: 4GB Dedicated Graphics • Storage: 256GB M.2 SSD + 1TB SATA3 7200RPM • Ports: <ul style="list-style-type: none"> A. Front Ports <ul style="list-style-type: none"> ○ 2x USB 3.2 Gen 1 ○ 2x USB 3.2 Gen 2 ○ 1x USB-C 3.2 Gen 1 ○ 1x headphone / microphone combo jack (3.5mm) ○ 1x microphone (3.5mm) B. Rear: <ul style="list-style-type: none"> ○ 4x USB 2.0 ○ 1x HDMI ○ 2x DisplayPort ○ 1x serial (9-pin) ○ 1x Ethernet (RJ-45) ○ 1x line-out (3.5mm) • Web Camera: 720p HD camera – Minimum (detachable) • Operating System: Windows 10 Pro 64 bit • OS recovery proprietary to the brand • Audio: Integrated high-definition, 5.1-channel surround sound • Optical Drive: 8x DVD Writer SATA • Multi-independent displays- capable to split the display output to separate monitors • Network and Communication: Wi-Fi 5(802.11ac) + BT5.0 (Dual band) + Ethernet (RJ 45) • Others: Keyboard (numeric keypad) and Optical Mouse (with pad) • Brand: At least 10 years in Philippine Market • Warranty: 3 years on parts and labor 	
	<ul style="list-style-type: none"> ➤ Headset <ul style="list-style-type: none"> • Microphone Type: Bi-directional • Input Impedance: 20 Ohms 	

	<ul style="list-style-type: none"> • Sensitivity (headphone): 90-115 dB • Sensitivity (microphone): -35 to -42 dBV/Pa • Frequency response (Headset): 20 Hz - 20 KHz • Frequency response (Microphone): 100 Hz - 16 KHz • Connections: USB Compatible (3.1) with backward compatibility • Others: Noise Cancellation Microphone • Brand: At least 10 years in Philippine Market • Warranty: 1 year replacement 	
	<p>➤ Uninterruptible Power Supply (UPS) (for Desktop)</p> <p>A. <u>Output</u></p> <ul style="list-style-type: none"> • Output power capacity: 650 Watts / 1.2kVA • Nominal Output Voltage: 230V • Output Frequency (sync to mains): 50/60 Hz +/-1 Hz • Topology: Line Interactive • Waveform type: Stepped approximation to a sine wave • Output Connections/Outlet: Min. of 4 (2 with surge protection & battery backup, 2 with surge protection) + 1 IEC 60320 C13 (Batter Backup) • Transfer Time: 6ms typical: 10ms maximum <p>B. <u>Input</u></p> <ul style="list-style-type: none"> • Nominal Input Voltage: 230V • Input frequency: 50/60 Hz +/- 5 Hz (auto sensing) • Input Connections: IEC 60320 C14 • Cord Length: at least 1.2meters • Input voltage range for main operations: 140 - 300 (230 V) ACV • Number of Power Cords: 1 • Input Power Factor at Full Load: 0.51 <p>C. <u>Batteries and Runtime</u></p> <ul style="list-style-type: none"> • Battery type: Lead-acid battery • Typical recharge time: 8hour(s) • Nominal Battery Voltage: 12V • Expected Battery Life (years): 1-2 years • Battery Volt-Amp-Hour Capacity: 108 	

	<ul style="list-style-type: none"> • Runtime: at least 6mins 59 secs 350W load, 1min 34 secs 650W load • Efficiency: at least 97.3% at full load <p>D. <u>Communication and Management</u></p> <ul style="list-style-type: none"> • Control panel: LED Status display with on line : on battery • Audible Alarm: Alarm when on battery: distinctive low battery alarm <p>E. <u>Surge Protection and Filtering</u></p> <ul style="list-style-type: none"> • Surge energy rating: 273Joules • Data Line Protection: RJ45 10/100/1000 Base-T Ethernet protection <p>F. <u>Conformance, Sustainable Offer Status</u></p> <ul style="list-style-type: none"> • Approvals: CB, CE, EN/IEC 62040-1, EN/IEC 62040-2 • Standard warranty: 2 years repair or replace • Equipment protection policy: Lifetime: 50000 euros • RoHS: Compliant <p>G. <u>Others</u></p> <ul style="list-style-type: none"> • Brand: At least 10 years in Philippine Market 	
	<p>➤ Uninterruptible Power Supply (UPS) (for Network Switches and Routers)</p> <p>A. <u>Output</u></p> <ul style="list-style-type: none"> • Max Configurable Power (Watts): 1.2kWatts / 2.2kVA • Output Frequency (sync to mains): 50/60 Hz +/- 1 Hz Sync to mains • Topology: Line interactive • Waveform type: Stepped approximation to a sinewave • Nominal Output Voltage: 230V • Transfer Time: 6ms typical: 10ms maximum • Output Connections/Outlet: Min. of 4 (2 with surge protection & battery backup, 2 with surge protection) 	

	<p>B. <u>Input</u></p> <ul style="list-style-type: none"> • Input frequency: 50/60 Hz +/- 5 Hz Auto-sensing • Input voltage range for main operations: 140 - 300V • Nominal Input Voltage: 230V • Number of Power Cords: 1 • Input Power Factor at Full Load: 0.54 • Input Connections: IEC 60320 C14 • Cord Length: At least 1.2meters <p>C. <u>Batteries and Runtime</u></p> <ul style="list-style-type: none"> • Battery type: Lead-acid battery • Typical recharge time: 8 hours • Nominal Battery Voltage: 24 V • Expected Battery Life (years): 3 – 5 • Battery Volt-Amp-Hour Capacity: 216 • Runtime: at least 300W at least 23mins 51secs, 1200W at least 2mins 15 secs • Efficiency: At least 97.2% at full load <p>D. <u>Communication and Management</u></p> <ul style="list-style-type: none"> • Control panel: LED Status display with on line : on battery • Audible Alarm: Alarm when on battery: distinctive low battery alarm <p>E. <u>Surge Protection and Filtering</u></p> <ul style="list-style-type: none"> • Surge energy rating: 273Joules • Data Line Protection: RJ45 10/100/1000 Base-T Ethernet protection <p>F. <u>Conformance, Sustainable Offer Status</u></p> <ul style="list-style-type: none"> • Approvals: CE, EN/IEC 62040-1, EN/IEC 62040-2 • Standard warranty: 2 years repair or replace • Equipment protection policy: Lifetime: 50000 euros • RoHS: Compliant <p>G. <u>Others</u></p> <ul style="list-style-type: none"> • Brand: At least 10 years in Philippine Market 	
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2	<p>General Requirement</p> <ul style="list-style-type: none"> • The supplier must be operational for at least ten (10) years. • The supplier must be PhilGeps-accredited. • Must have at least two (2) completed projects experience in IT Equipment delivery to any government agencies. • Must have technical support available 24 x 7. • Must have Authorized Service Centers for laptops (notebooks) in the 3 main island groups of the Philippines, namely Luzon, Visayas, and Mindanao. <p>➤ Laptop (Notebooks)</p> <ul style="list-style-type: none"> • Must be brand new, a globally recognized known brand • Processor: 11th Generation Intel® Core™ i7-1165G7 Processor (2.80 GHz up to 4.70 GHz) • Memory: 16GB DDR4 RAM must be upgradeable to 64GB • Display: 14" IPS FHD 1920 x 1080 • GPU: 2GB MX450 or equivalent • Storage: 512GB M.2 SSD With optional Provision for HDD up to 2TB • Ports/slots: <ul style="list-style-type: none"> ○ USB-C ○ 2 x USB 3.1 ○ Headphone/mic combo ○ Power input ○ At least 1x Thunderbolt 4 port • Web Camera: at least 720p (1280 x 720 resolution) • Operating System: Windows 10 Pro 64 bit • Network and Communication: WLAN: <ul style="list-style-type: none"> ○ 802.11a/b/g/n/acR2+ax ○ Dual Band (2.4GHz and 5GHz) ○ 2x2 MU-MIMO technology ○ Supports Bluetooth® 5.1 • Audio: Two built-in stereo speakers, Built-in microphone • Battery: 3-cell with at least 45Whr • Battery Life: Up to 11 hours • Weight: 1.6kg Max • Input and Control: 	
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	<p>Keyboard:</p> <p>Fine Tip Backlit keyboard with international language support (backlit- pre-default inside the system)</p> <p>Touchpad:</p> <p>Multi-gesture touchpad, supporting two-finger scroll; pinch</p> <ul style="list-style-type: none"> • Others: Power Adaptor, USB C multifunction adaptor (Minimum- USB, HDMI, VGA, RJ 45), Bag • Brand: At least 10 years in Philippine Market • Warranty: 3 years on parts and labor 	
3	<p>General Requirement</p> <ul style="list-style-type: none"> • The supplier must be operational for at least ten (10) years. • The supplier must be PhilGeps-accredited. • Must have at least two (2) completed projects experience in IT Equipment delivery to any government agencies. • Must have technical support available 24 x 7. • Must have Authorized Service Centers for printers in the 3 main island groups of the Philippines, namely Luzon, Visayas, and Mindanao. <p>➤ ALL-IN-ONE Ink Tank Printer (CISS)</p> <ul style="list-style-type: none"> • Must be brand new, a globally recognized known brand <p>A. Printing</p> <ul style="list-style-type: none"> • Printer Type: Print, Scan, Copy, Fax with ADF • Print Method: PrecisionCore™ Printhead (equivalent technology) • Nozzle Configuration: 400 x 1 nozzle Black, 128 x 1 nozzle per color (Cyan, Magenta, Yellow) • Print Direction: Bi-directional printing • Maximum Resolution: 4800 x 1200 dpi • Minimum Ink Droplet Volume: 3.3 pl • Print Speed <ul style="list-style-type: none"> ○ Draft Text - Memo, A4 (Black / Colour)- Up to 38.0 ppm / 24.0 ppm 	

	<ul style="list-style-type: none"> ○ ISO 24734, A4 (Black / Colour)- Simplex: Up to 17.0 ipm / 9.0 ipm Duplex: Up to 7.0 ipm / 5.0 ipm ○ ISO 24734, A3 (Black / Colour)- Simplex: Up to 3.5 ipm / 2.3 ipm ○ First Page Out Time (Black / Colour), A4- Simplex: Up to 10 sec / 16 sec Duplex: Up to 17 sec / 25 sec ○ Photo Default - 10 x 15 cm / 4 x 6" (Border / Borderless)- Approx. 71 sec per photo (Border) / 95 sec per photo (Borderless) ● Printer Language: ESC / P-R ● Automatic 2-sided printing: Yes (up to A4 / Letter) <p>B. Copying</p> <ul style="list-style-type: none"> ● Copy Speed ISO 29183, A4 (Black / Colour)- Simplex: Up to 11.5 ipm / 5.5 ipm ● Maximum Copies from Standalone: 99 copies ● Reduction / Enlargement: 25 - 400% ● Copy Resolution: 600 x 600 dpi ● Maximum Copy Size: Legal <p>C. Scanning</p> <ul style="list-style-type: none"> ● Scanner Type: Flatbed colour image scanner ● Sensor Type: CIS ● Optical Resolution: 1200 x 2400 dpi ● Maximum Scan Area: 216 x 356 (mm) ● Scanner Bit Depth ○ Colour- 48-bit input, 24-bit output ○ Grayscale- 16-bit input, 8-bit output ○ Black & White- 16-bit input, 8-bit output ● Scan Speed (Flatbed / ADF (Simplex)) ● Monochrome 200dpi- Flatbed: 13 sec / ADF: Up to 5.0 ipm ● Colour 200dpi- Flatbed: 28 sec / ADF: Up to 5.0 ipm <p>D. Fax Function</p> <ul style="list-style-type: none"> ● Type of Fax: Walk-up Black-and-white and Colour Fax Capability ● Receive Memory / Page Memory: 1.1MB, Page memory up to 100 pages ● Error Correction Mode: ITU-T T.30 	
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- **FAX Speed (Data Transfer Rate):** Up to 33.6 kbps, Approx. 3 sec/page
- **FAX Resolution:** Up to 200 x 200 dpi
- **Transmission Paper Size**
 - Flatbed- B5, A5, A4, Letter, Legal
 - ADF- A4, Letter, Legal
 - Receiving Paper Size- B5, B4, A5, A4, Letter, Legal, A3
 - Speed Dial / Group Dial-Up to 100 numbers, 99 groups
- **Fax Features:** PC Fax (Transmission / Receive), Automatic Redial, Address book, Broadcast Fax (Mono Only), Transmit Reservation, Polling Reception, Fax Preview

E. ADF

- **Support Paper Thickness:** 64 - 95 g/m²
- **Paper Capacity:** 35 sheets

F. Paper Handling

- **Paper Feed Method:** Friction Feed
- **Number of Paper Trays:** 2 (Front 1, Rear 1)
- **Paper Hold Capacity**
 - Input Capacity- Cassette: 250 sheets for A4 Plain Paper (80 g/m²), 20 sheets for Premium Glossy Photo Paper, Rear Slot: 20 sheets for A3+ Plain Paper (80 g/m²)
 - Output Capacity- 30 sheets for A4 Plain Paper (80 g/m²), 20 sheets for Premium Glossy Photo Paper
- **Paper Size:** A3, A3+, Super B, US B (11 x 17"), Legal, Indian Legal, Letter, A4, 16K (195 x 270mm), 8K (270 x 390mm), Executive, B4, B5, A5, B6, A6, Hagaki (100 x 148mm), Mexico-Oficio, 8.5 x 13", Offico9, Half-Letter, 5 x 7", 4 x 6", 8 x 10", 11 x 14", 16:9 wide, Envelopes: #10, DL, C6, C4
- **Maximum Paper Size:** 329 x 1200mm
- **Print Margin:** 0mm top, left, right, bottom via custom setting in printer driver (except plain paper)

G. Interface

	<ul style="list-style-type: none"> • USB: USB 3.0 with backward compatibility • Network: Ethernet, Wi-Fi IEEE 802.11b/g/n, Wi-Fi Direct • Network Protocol: TCP/IPv4, TCP/IPv6 • Network Management Protocols: SNMP, HTTP, DHCP, BOOTP, APIPA, PING, DDNS, mDNS, SLP, WSD, LLTD <p>H. <u>Control Panel</u></p> <ul style="list-style-type: none"> • LCD Screen: Colour LCD Touch Screen <p>I. <u>Printer Software</u></p> <ul style="list-style-type: none"> • Software Support: Software Apps and Drivers • Operating System Compatibility: Windows XP / Vista / 7 / 8 / 8.1 / 10 Windows Server 2003 / 2008 / 2012 / 2016 / 2019 Mac OS X 10.6.8 or later <p>J. <u>Electrical Specifications</u></p> <ul style="list-style-type: none"> • Rate Voltage: AC 220-240V • Rated Frequency: 50-60Hz <p>K. <u>Consumables</u></p> <ul style="list-style-type: none"> • Maintenance Box: 1 • Ink Bottles: 2 sets of Black, Cyan, Magenta, and Yellow Ink Bottle. (each bottle must fill at a minimum of 100% full ink tank capacity. Expiration should be at least 2 years upon delivery. <p>L. <u>Warranty</u></p> <ul style="list-style-type: none"> • Warranty: 2 years on parts and labor 	
4	<p>General Requirement</p> <ul style="list-style-type: none"> • The supplier must be operational for at least ten (10) years. • The supplier must be PhilGeps-accredited. • Must have at least two (2) completed projects experience in IT Equipment delivery to any government agencies. • Must have technical support available 24 x 7. • Must have Authorized Service Centers for KIOSK (Computer component) in the 3 main 	

island groups of the Philippines, namely Luzon, Visayas, and Mindanao.

➤ **Kiosk**

- **Processor:** Intel® Core™ i5-8400T (1.7 GHz base frequency, up to 3.3 GHz with Intel® Turbo Boost Technology, 9 MB cache, 6 cores) or better
- **Memory:** 8 GB DDR4-2400 SDRAM (1 x 8 GB) upgradable to 16GB
- **Memory Slots:** 2 SODIMM
- **Display:** Not more than 24" diagonal FHD IPS WLED-backlit multitouch-enabled edge-to-edge glass (1920 x 1080)
- **GPU:** Integrated: Intel® UHD Graphics 630 equivalent or better
- **Storage:** 512GB SSD SATA 3 + 1 TB 7200 rpm SATA
- **Memory card device:** 3-in-1 memory card reader
- **Network interface:** Integrated 10/100/1000 Gigabit Ethernet LAN
- **Operating System:** Windows 10 Pro 64 bit
- **Wireless technology:** 802.11a/b/g/n/ac (1x1) and Bluetooth® 4.2 M.2 combo
- **Power supply:** With external AC power adapter
- **External I/O Port:** Rear: 1 headphone/microphone combo; 2 USB 2.0; 2 USB 3.1 Gen 1
- **Expansion slots:** 2 M.2
- **Energy efficiency:** ENERGY STAR® certified; EPEAT® Silver registered
- **Webcam:** With Privacy HD Camera with dual array digital microphone
- **Audio:** Dual speakers
- **Video connector:** 1 HDMI
- **Special features:** Tilt: 0° forward to 25° back
- **Color:** Black/Silver
- **Pointing device:** USB wired optical mouse
- **Keyboard:** USB black keyboard
- **Weight:** Less than 15 lbs
- **Warranty:** 3 years on parts and labor
- **Housing:** Built-in housing

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 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, “**Supply and Delivery of Various ICT Equipment for the Bureau of Customs**” 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.

Lot	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
1	Desktop Computer (Tower PC)	Units	920		
	Headset	Pcs	920		
	Uninterruptible Power Supply (UPS) (for Desktop)	Pcs	110		
	Uninterruptible Power Supply (UPS) (for Network Switch Routers)	Pcs	140		

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.

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



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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
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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 _____

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



Bid Form

Date: _____
Invitation to Bid⁴ 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, “**Supply and Delivery of Various ICT Equipment for the Bureau of Customs**” 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.

Lot	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
2	Laptop (Notebooks)	Units	180		

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:⁵

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

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

⁵ Applicable only if the Funding Source is the ADB, JICA or WB.



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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 _____



Bid Form

Date: _____

Invitation to Bid⁶ 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, “**Supply and Delivery of Various ICT Equipment for the Bureau of Customs**” 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.

Lot	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
3	Printer (All-in-One Ink Tank Printer)	Units	220		

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:⁷

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

⁶ If ADB, JICA and WB funded projects, use IFB.

⁷ Applicable only if the Funding Source is the ADB, JICA or WB.



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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 _____



Bid Form

Date: _____
Invitation to Bid⁸ 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, “**Supply and Delivery of Various ICT Equipment for the Bureau of Customs**” 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.

Lot	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
4	Kiosk	Units	55		

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:⁹

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

⁸ If ADB, JICA and WB funded projects, use IFB.

⁹ Applicable only if the Funding Source is the ADB, JICA or WB.



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(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 CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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



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.



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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]



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[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/We¹⁰, 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;

¹⁰ Select one and deschedulelete the other. Adopt the same instruction for similar terms throughout the document.



- (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 _____

