



BUREAU OF CUSTOMS
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

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**BIDDING DOCUMENTS
FOR THE
PROCUREMENT OF
EXTENDED
SUPPORT AND MAINTENANCE
OF E2M
(ELECTRONIC-TO-MOBILE)
APPLICATION FOR THE
BUREAU OF CUSTOMS**

Project ID No.: BOC-GOODS-2021-14
August 2021

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Section I. Invitation to Bid

SECTION I. INVITATION TO BID

“Procurement of Extended Support and Maintenance of E2M (Electronic-to-Mobile) Application for Bureau of Customs”

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2021 General Appropriations Act intends to apply the sum of Ninety-Six Million (Php96,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Procurement of Extended Support and Maintenance of E2M (Electronic-to-Mobile) Application for Bureau of Customs”. Bids received in excess of the ABC shall be automatically rejected at the bid opening.

The bidding for multi-year contract for the “Procurement of Extended Support and Maintenance of E2M (Electronic-to-Mobile) Application for Bureau of Customs” is in accordance with the approved Multi-Year Contractual Authority (MCYA) No. BMB-A-21-000003. The BOC reserves the right to pre-terminate the contract without liability for reasons of budgetary limitations in succeeding year.

2. The Bureau of Customs now invites bids for the local and foreign authorized provider of the above Procurement Project. Delivery of the Goods shall be in accordance with the Delivery Schedule under Section VI. Schedule of Requirements. is required specified in the Technical Specification. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar shall refer to contracts pertaining to “development and maintenance of software application”. 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.

Qualifications of the bidder:

- a) Bidding is open to both local and foreign corporations;
- b) Must be a provider for the development, customization, modification, maintenance and upgrading of all software and applications using the SOClass™ framework, including Trade World Manager;
- c) Must have appropriate technical support available either remotely or on-site as specified in the Resource Plan of the TOR;



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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 August 28, 2021, 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 Fifty Thousand Pesos (Php50,000.00). 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 September 06, 2021, 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. Send a Letter of Intent through email and we will send the link via Microsoft Teams.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before September 20, 2021, 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 September 20, 2021, 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: August 28, 2021

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 Procurement of Extended Support and Maintenance of E2M (Electronic-to-Mobile) Application for Bureau of Customs with identification number BOC-GOODS-2021-14.

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

2. Funding Information

2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2021 General Appropriations Act in the amount of Ninety-Six Million Pesos (Php96,000,000.00)

2.2. 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**.
- 14.2. The Bid and bid security shall be valid until January 18, 2022. 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

- 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; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.
 - (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.

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.

- 15.5 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 “Procurement of Extended Support and Maintenance of E2M (Electronic-to-Mobile) Application for Bureau of Customs”</p> <p>The identification number of the Contract is BOC-GOODS-2021-14</p>
2	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2021 General Appropriations Act in the amount of Ninety-Six Million Pesos (Php96,000,000.00).</p>
5	<p>Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.</p>
5.1	<p>BOC now invites bids from local and foreign authorized provider for the development, customization, support, maintenance and upgrading of software and applications using the SOClass™ framework, including the Trade World Manager</p>
5.2	<p>Foreign bidders are allowed and may participate in this Project in view of the following circumstances as provided from in Clause 5.2 of the ITB:</p> <p>(c) when the goods sought to be procured are not available from local suppliers; or</p> <p>(d) when there is a need to prevent situations that defeat competition or restrain trade.</p> <p>Further, foreign bidders may participate in this Project, provided they are represented by a Philippine based company.</p>
5.3	<p>The bidder must have completed, five (5) years prior to September 20, 2021, 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 shall 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 “Development and Maintenance of Software Application”</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 September 06, 2021, 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	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than P1,920,000.00 , 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 P4,800,000.00 , if bid security is in Surety Bond.
15.4	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs. All papers/pages of the Bid (Original and Photocopies), including attachments thereto such as brochures, shall be countersigned/initialed each page by the bidder or his/her duly authorized representative. "Failure to comply with the above instructions would rate the bids as failed"
19.2	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.
20.1	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents: 1. 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>) or its equivalent foreign tax document; 2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months or its equivalent foreign tax document; and 3. 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	Payment shall be made only upon submission of the required Documents. Partial Payment is not allowed.
3	No further instructions.
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	Supplier warrants that goods are suitable for purpose for which they shall be employed, conform to the BOC approved technical specifications, free from congenital defects of whatever nature and, in case any one of them shall die or be incapable to perform any of the purposes for which they were procured immediately from receipt of notice.
5.1	The period for correction of defects in the warranty period is fifteen (15) calendar days.
6	No additional provision.

Section VI. Schedule of Requirements

Item	Description	Delivery Date
1	Configuration, Migration, and Operationability)	Configure, migrate, and make available and operational all items specified in Sec. A within the assigned timeframe for each of them upon the receipt of Notice to Proceed (NTP).
2	Support and Maintenance	Provide maintenance and support on software upon the receipt of Notice to Proceed (NTP).

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

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.

I. DURATION OF THE CONTRACT

The contract for Procurement of Extended Support and Maintenance of E2M (Electronic-to-Mobile) Application for the Bureau of Customs (BOC) shall be implemented in 2021-2022 Fiscal Year from the issuance of the Notice to Proceed.

II. QUALIFICATIONS OF FIRM

- A. Must be registered with the Philippine Government Electronic Procurement System (PhilGEPS).
- B. Must be a provider for the development, customization, support, maintenance, and upgrading of all software and applications using the SOClass™ framework, including Trade World Manager.
- C. Must have appropriate technical support available, either remotely or on-site as specified in the RESOURCE Plan of this TOR
- D. Must be operating continuously inside or outside the Philippines for the past ten (10) years.
- E. Must have completed at least one (1) similar project for the past (5) years.

III. TECHNICAL REQUIREMENTS

The CONTRACTOR shall provide the support and updating services for the Electronic-To-Mobile (E2M) Application of the Bureau of Customs. The CONTRACTOR shall guarantee that software development and quality assurance processes use best practices, which shall be demonstrated and proven by the CONTRACTOR during and after the performance of said processes. This maintenance and support project of E2M shall ensure its performance reliability during the procurement, development, and transition stages of the New Customs Processing System.

A. FUNCTIONAL IMPROVEMENTS

- 1. Electronic Certificate of Payment (COP)
 - 1.1. CONTRACTOR shall provide a solution that allows sending of electronic certificates from E2M to the Land Transportation Office (LTO).

- 1.2. This will result in a seamless solution in generating certificates of payments that, at present, requires a re-encoding of the transaction in the COP system for LTO to receive such.
 - 1.3. Therefore, once there is a Single Administrative Document (SAD) lodgment with a vehicle item in the declaration, and after payment is done, the COP shall be generated automatically by the system and sent to LTO. Likewise, a response from LTO is necessary to ensure that the certificate has been delivered.
2. Paperless Accreditation
 - 2.1. CONTRACTOR shall enhance the CPRS module by allowing submission of e-documents – in PDF or scanned images – that are required for accreditation.
 - 2.2. CONTRACTOR shall allow attachments of documents on the submission of SADs and others that are required by the process of filing Customs Declarations.
 - 2.3. Current BOC data storage shall be used thus, the system must be able to adapt to its existing performance and security policies.
3. PEZA Input Data
 - 3.1. Integration of the E2M and PEZA System to cater to the submission of import and export permits.
 - 3.2. E2M shall verify if a particular import entry has a corresponding PEZA permit. If yes, the E2M shall allow the lodgment. If no, the E2M shall reject it.
 - 3.3. E2M verification shall include an import entry's comparison against a list of importable goods which is also based on a corresponding list of HS codes.
 - 3.4. This facility shall utilize a unique number – e.g. BL number – that is present at both the PEZA and E2M systems.
4. Machine Learning: HS Code Categorization
 - 4.1. Auto prediction of HS Code from the commodity type.
 - 4.2. The auto prediction facility is envisaged to be available on both, the importer side during declaration and the BOC side after declaration for verification purposes.
 - 4.3. This will entail populating the E2M database to gain sufficient records before the auto prediction facility can be effectively utilized.
5. Integration of Electronic Tracking of Containerized Cargo System (E-TRACC system) with the E2M
 - 5.1. Shall allow the E2M to exchange data with E-TRACC.
 - 5.2. At present, the real-time arrival of the container at its destination is available in the E-TRACC system.
 - 5.3. E2M shall allow the data capture of such real-time arrival of the container at the destination with tripping schedule and timestamps from ETRACC to E2M
6. Application Updates, Change Requests, and Bug Fixes
 - 6.1. Shall cover reasonable application updates, change requests, and bug fixes on the present and future functionalities of the E2M.

- 6.2. Present functionalities include those that are already operational prior to the engagement of this Extended E2M maintenance contract.
- 6.3. Future functionalities include those that shall be covered by this Extended E2M maintenance contract.

B. SUPPORT SERVICES

CONTRACTOR shall provide system support via a 4-tier approach wherein:

Tier 1. Helpdesk, Phone, and Email Support

1. *Level 1* – Basic IT Support with Call Management (to be handled by the Bureau)
2. *Level 2* – E2M Functional Support
 - 2.1. Support hours: 8AM-5PM, Monday thru Friday, excluding holidays
 - 2.2. Location: From CONTRACTOR’s premises
 - 2.3. Remote support/update via telephone or email on functional issues related to E2M such as:
 - 2.3.1. Internal and external stakeholder concerns;
 - 2.3.2. “How to” questions on E2M modules and related applications;
 - 2.3.3. Advice on functional workarounds to address application showstoppers due to application glitches or unconsidered business process scenarios;
 - 2.4. Call/ticket escalation to Level 3 if bug-fixing is required
 - 2.5. Incident Management and Problem Resolution
 - 2.5.1. This refers to corrective maintenance services, problem analysis and resolution, and other related services to ensure the smooth operation of the system. Each request is logged as an incident and will be assigned and investigated for resolution.
 - 2.5.2. For internal issues tracking, CONTRACTOR SHALL use an automated incident management system that supports automated ticketing, bug tracking, project tasks management, and cross-team cooperation.
 - 2.5.3. Change Configuration Management. This is a formal process that:
 - a. Provides BOC and the CONTRACTOR with the methods and tools to manage and control changes to baseline deliverables.
 - b. Tests application patches provided by the level 3 team.
 - c. Provides documentation for implementation of patches.
 - d. Communicates via email/phone with all concerned parties.
 - e. Secures the necessary approval to implement and effect the implementation of patches to the production environment.
 - 2.5.4. Monthly Maintenance Reporting. Monthly reports shall be submitted to BOC with the following information:
 - a. Accomplishment reports based on received incident reports and service requests;
 - b. Summary of activities (compilation of incidents, service requests, change requests, and preventive maintenance activities done for the month); and
 - c. Summary of recommended activities, next steps, and action items.

- 2.5.5. Support Review. Regular meetings with BOC-MISTG shall be conducted to review and provide updates on the progress of issues reported and discuss recommendations regarding changes on the system and other related policies.
- 3. *Level 3 – E2M Application Technical Support*
 - 3.1. Support hours: 8AM-5PM, Monday thru Friday, excluding holidays
 - 3.2. Location: From CONTRACTOR’s premises
 - 3.3. Application Technical Support
 - 3.3.1. Provide technical support to E2M-related concerns such as:
 - a. Debugging of reported exceptions
 - b. Modification in system configuration
 - c. Creation of business units and user profiles
 - d. Database structural updates
 - e. Database data fixes
 - f. System enhancements through change requests approved by BOC’s Change Control Board

Tier 2. Desk-Side Application Support. On-site support will be provided on occasions where phone support is not sufficient to address pressing concerns of BOC internal users.

Tier 3. On-call Support for Non-Core Business Hours

- 1. Support Hours: Outside support hours of level 2, this support will be available during holidays and weekends.
- 2. Provide functional support on E2M applications to BOC users through phone or email

Tier 4. Monitoring and Maintenance Support

- 1. Support Hours: 8am-5pm, Monday thru Friday, excluding holidays
- 2. Provide continuous monitoring of the E2M system including connectivity with Value Added Service Providers (VASPs), Cargo Handling Operators, and Philippine Clearing House Corporation (PCHC).
- 3. Provide recommendations on how to continuously improve application performance and security and to devise preventive measures against the following:
 - 3.1. Known system errors
 - 3.2. Known security flaws and vulnerabilities
- 4. Escalation of issues to Help Desk for proper routing to enable status updates.

C. TRAINING

Training shall be done by the relevant BOC teams, including, but not limited to, MISTG.

- 1. Duration: 2 weeks for a maximum of 20 attendees
- 2. Content:
 - 2.1. Configuration & utilization of Electronic Certificate of Payment
 - 2.2. Configuration & utilization of paperless accreditation
 - 2.3. Configuration & utilization of PEZA Input Data
 - 2.4. Configuration & utilization of Machine Learning: HS Code Categorization

- 2.5. Integration of Electronic Tracking of Containerized Cargo System (E-TRACC system) with the E2M
- 2.6. Sub-modules on the express courier, eSAD, eManifest

D. ACTIVITIES, DELIVERABLES, AND TIMELINE

The deliverables for the following activities shall be delivered to the Customs ICT Center, Gate 3, South Harbor, Port Area, Manila.

1. *Inception/Mobilization* – CONTRACTOR must deliver the Inception Report within sixteen (16) calendar days upon receipt by the CONTRACTOR of the Notice to Proceed (NTP).
2. *E2M Assessment* – CONTRACTOR must deliver the Assessment Report within thirty (30) calendar days upon receipt of the NTP.
3. *E-TRACC Integration* – CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the E2M Assessment deliverable.
4. *PEZA Input Data* - CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the E-TRACC Integration deliverable.
5. *Machine Learning: HS Code Categorization* - CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the PEZA Input Data deliverable.
6. *Paperless Accreditation* – CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the Machine Learning: HS Code Categorization deliverable.
7. *Electronic Certificate of Payment (COP)* – CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the Paperless Accreditation deliverable.
8. *Continuing Support and Maintenance and Change Request* - CONTRACTOR must deliver during the stipulated project duration for 2021-2022 fiscal year. Deliverables shall follow a schedule mutually agreed upon by the BOC and the CONTRACTOR.
Monthly support shall include software problems correction, bugs and fixes, and additional reports
9. *Retention* – CONTRACTOR must put this in place following satisfactory completion.

E. RESOURCE PLAN

The Project Office, headed by the Project Director, shall be supporting the entire project. The positions of the personnel (besides the Project Director), as well as the responsibilities, are described below.

1. Applications Solution, Development, and Technical Support.
This team will be headed by the Product Manager. The Product Manager will be responsible for finalizing the requirements based on input from analysts as well as for the development of the services. It is composed of:
 - 1.1. Product Manager
 - 1.2. Development Team Leader
 - 1.3. Business Analyst/Trainer
 - 1.4. Application Developer 1
 - 1.5. Application Developer 2
 - 1.6. Application Developer 3
 - 1.7. Scrum Master

1.8. Application Database Administrator

2. Change Management and Training

Headed by the Project Director, this team will be responsible for all aspects of Change Management, Communications, External Relations, and Training. Dedicated trainers for BOC staff will be assigned to this team. It is composed of:

2.1. Project Director (*)

2.2. Trainer 1 (*)

2.3. Trainer 2 (*)

(*) to be conducted by team members who are concurrently assigned to other aspects of the project implementation

3. Quality Assurance

Headed by the Quality Assurance Leader, this team will provide quality assurance to the software application. A total of two (2) personnel shall be included in this team. It is composed of:

3.1. Quality Assurance Leader

3.2. Quality Assurance Member

4. Implementation

Headed by the Project Director, this team will be responsible for assisting Customs staff with the use of the E2M application upgrade as well as the rollout of the licensing system.

4.1. Project Director (*)

(*) concurrent with the Project Director's role in other aspects of the project

IV. SERVICE LEVEL AGREEMENT

The BOC shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provision for liquidated damages for their non-compliance.

No.	Deliverables	Service Level Agreement	Liquidated Damages
1	Configuration, Migration, and Operationability	Configure, migrate, and make available and operational all items specified in Sec. A within the assigned timeframe for each of them from receipt of Notice to Proceed (NTP).	1/10th of one percent (1%) of the particular undelivered equipment shall be imposed per week of delay.
2	Support and Maintenance	Provide maintenance and support on software within the contract duration	1/10th of 1% from the equivalent amount of the monthly support services cost per week of delay of the response and/or resolution time subject to deduction from the retention fund.

- A. Penalty computation stops once the reported issue has been resolved/responded to and subject to deduction from the retention fund.
- B. Computation of penalty shall be based on 8 hours a day x 5 days a week.

V. APPROVED BUDGET OF THE CONTRACT (ABC)

The ABC for Procurement of Support and Maintenance of E2M (Electronic-to-Mobile) Application amounts to Ninety-Six Million Pesos (P96,000,000.00).

VI. TERMS OF PAYMENT

- A. The CONTRACTOR shall be paid upon the completion of the delivery, installation, configuration, and operationability, and shall be subjected to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding VAT of five percent (5%).
- B. Payment shall be made through milestone accomplishment based on the deliverables of the functional improvements.

Minimum Deliverables	Percentage of Payment	Period
1. Continuing Support and Maintenance and Change Request	10%	FY 2021-2022
2. E-TRACC Integration	15%	Months 1-3
3. Peza Input Data	15%	Months 4-6
4. Machine Learning: HS Code Categorization	30%	Months 7-9
5. Paperless Accreditation	10%	Months 10-12
6. Electronic Certificate of Payment (COP)	10%	Months 13-15

*** Retention fee which is ten (10%) of the project amount will be released one (1) year after project completion.

- C. Payment shall be made from the submission of documentary requirements such as, but not limited to the following:
 - 1. Billing Statement/Sales Invoice;
 - 2. Certificate of Acceptance; and
 - 3. Inspection and Acceptance Report.
- D. Payment includes corresponding fees of the hardware and software, managing services, maintenance, technical support, and other requirements of this Terms of Reference.

VII. SPECIAL CONDITIONS OF CONTRACT

- A. The CONTRACTOR shall set up, migrate, and integrate a portal capable of a single-sign-on facility, online registration, API integration with other systems, and online payment transactions.

- B. In case BOC opts to renew/extend the maintenance and support services of the CONTRACTOR, BOC shall submit a written notice to the CONTRACTOR thirty (30) days prior to the expiration date of the existing contract. Within seven (7) calendar days upon receipt of the notice, the CONTRACTOR shall respond with the corresponding cost of services equivalent to thirty percent (30%) of the total amount of the original contract.
- C. The CONTRACTOR shall be responsible for its personnel's expenses (meals, transportation, accommodation, and the like) for services to be executed during the implementation of the contract within and/or outside the Metro Manila area.
- D. The Bureau of Customs may ask the CONTRACTOR for a Change of Notice regarding the deliverables as well as its cost.

VIII. WARRANTIES OF THE CONTRACTOR

- A. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this Terms of Reference;
- B. The CONTRACTOR warrants, represents, and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable, and dedicated to doing the services required to the satisfaction of the BOC. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ BOC employees to work in any category whatsoever;
- C. The CONTRACTOR shall comply with the laws governing the employee's compensation, PhilHealth, Social Security and labor standards, and other laws, rules, and regulations applicable to its personnel employed on account of the contracted services. The CONTRACTOR shall pay not less than the minimum wage and shall award other benefits mandated by law to its personnel;
- D. The CONTRACTOR, in the performance of its services, shall secure and maintain, at its own expense, all registration, licenses, or permits required by National or Local Laws, and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all the fees and charges payable to any instrumentalities of the government or any other duly constituted authorities relating to the use and operation of the installation;
- E. The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices;
- F. The CONTRACTOR shall coordinate with the authorized and/or designated BOC personnel in the performance of their jobs;
- G. The CONTRACTOR shall be liable for any loss, damage, or injury due directly or indirectly to the fault or negligence of its personnel. It shall assume full responsibility thereof and the BOC shall be specifically released from any and all liabilities arising therefrom;
- H. The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest therein, except with the prior written approval of the BOC.

IX. CONFIDENTIALITY OF DATA

- A. CONTRACTOR shall document detailed procedures/techniques in identifying system security risks and breach(es) and how such shall be handled on a monthly basis.
- B. All project staff of the CONTRACTOR shall be required to sign a non-disclosure agreement.

- C. The BOC system, its components, parts, and all product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as “Proprietary Information”) are confidential and proprietary to the Bureau of Customs.
- D. The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. CONTRACTOR furthermore agrees not to reproduce, transcribe or disclose any Proprietary Information to third parties without the prior written approval of the Bureau of Customs.
- E. To ensure the confidentiality of all information that will come to the knowledge of the CONTRACTOR and its employees detailed with the BOC, the CONTRACTOR and its employees assigned therein shall be considered agents of the BOC. The contract that will be executed heretofore shall categorically provide that the CONTRACTOR and its employees, as agents of the BOC, shall uphold strict confidentiality of any information regarding the business of users.
- F. The CONTRACTOR and its employees detailed with the BOC shall be liable to pay penalties in case of any disclosure of information regarding the business of users.

X. PRE-TERMINATION OF THE CONTRACT

- A. The contract for the Procurement of Support and Maintenance of E2M (Electronic-to-Mobile) Application may be pre-terminated by the BOC for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the BOC thirty (30) days prior to such pre-termination.
- B. In case of pre-termination, the CONTRACTOR shall be liable for additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and for forfeiture of the Performance Security.

XI. RESPONSIBILITIES OF THE BOC

Pre-termination. The BOC shall inform the CONTRACTOR in writing thirty (30) days prior to such termination

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 or its equivalent to foreign bidder

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **and**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- (l) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) 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**

Bid Form

Date: _____
 Invitation to Bid² N°: _____

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 Extended Support and Maintenance of E2M (Electronic-to-Mobile) Application for Bureau of Customs**” of 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	Total Cost
1	Configuration, Migration, and Operationability	
2	Support and Maintenance	
Total Bid		

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB Clause Error! Reference source not found.** 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

(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 and 11** 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 _____

***Statement of Single Largest Completed
Contract
which is similar in nature***

Business Name: _____
Business Address: _____

Name of Contract	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	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.

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]

[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.

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

SUBSCRIBED AND SWORN to before me this ____ day of [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]

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