



BUREAU OF CUSTOMS
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

**BIDDING DOCUMENTS
FOR THE
SUPPLY, DELIVERY
AND INSTALLATION OF
TRACE DETECTION SYSTEM
FOR NARCOTICS**

**Project ID No.: BOC-GOODS-2021-10
July 2021**

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Section I. Invitation to Bid

SECTION I. INVITATION TO BID

"Supply, Delivery and Installation of Trace Detection System for Narcotics"

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2021 General Appropriations Act intends to apply the sum of Four Hundred Seventy Million Pesos (Php470,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Supply, Delivery and Installation of Trace Detection System for Narcotics" Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Delivery and Installation of the Goods is required by 150 cd. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on July 22, 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 (P50,000.00). 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 July 29, 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.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before August 10, 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 August 10, 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**](mailto:bacsecretariat@customs.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [**https://customs.gov.ph/bid-opportunities/**](https://customs.gov.ph/bid-opportunities/)

Date issued: July 22, 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 “Supply, Delivery and Installation of Trace Detection System for Narcotics” with identification number BOC-GOODS-2021-10

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 Four Hundred Seventy Million Pesos (Php470,000,000.00). 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 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. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB Clause 11**.
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB Clause 10**.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized

Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any. In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
 - (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or 14 collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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.

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

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

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

7. 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.

8. 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.

9. 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**.

10. 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.

11. 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.

12. 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.

13. 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)**.

14. 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.

15. Bid Security

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

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

- 14.2. The Bid and bid security shall be valid until December 8, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. 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.

17. 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**.

18. 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.

19. 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.

20. 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.

21. 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. }

22. 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, Delivery and Installation of Trace Detection System for Narcotics”</p> <p>The identification number of the Contract is BOC-GOODS-2021-10</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 Four Hundred Seventy Million Pesos (Php470,000,000.00).</p>
3	No further instruction.
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> <p>Persons/entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%)</p>
5.2	Foreign bidders are not allowed.
5.3	<p>The bidder must have completed, five (5) years prior to August 10, 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 “Non-Intrusive Security and Inspection Equipment”</p>
5.4	Joint Venture is allowed.
7.1 (a)	Subcontracting is not allowed.

8	<p>The BOC will hold a Pre-Bid Conference on July 29, 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.</p>
10	<p>If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.</p> <p>a) For Joint Venture, Bidder to submit either:</p> <p>(i) Copy of the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful (See undertaking JVA format)</p> <p>(iii) In case the joint venture is not yet in existence, the submission of a valid JVA shall be within (10) calendar days from the receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Section 37.1.4 (a) (i) of the 2016 Revised IRR of RA 9184].</p> <p><u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (See undertaking JVA format) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p> <p>b) Each JV Partner must submit the following:</p> <p><u>Local JV Partner</u></p> <p>(i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;</p> <p>(ii) Valid and current Business/Mayor’s 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;</p> <p>(iii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018.</p> <p>(iv) Copy of Audited Financial Statement for the 2020. The document must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.</p>

	<p><u>Foreign JV Partner</u></p> <p>(i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based. (if not in English, must be translated to English pursuant to Clause 11 of the instructions to Bidders);</p> <p>(ii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018.</p> <p>(iii) Corporate Financial Statements or Annual Report for 2020.</p> <p><u>OR</u></p> <p>Submission of Valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration) together with the Eligibility Documents.</p> <p><i>The following Eligibility – Technical and Eligibility - Financial Documents may be submitted by only ONE of the parties to the JV:</i></p> <ol style="list-style-type: none"> 1. Statement of all on-going government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid 2. Statement of Single Largest Completed Contract of Similar Nature within the last five (5) years from date of submission and receipt of bids equivalent to at least: <ul style="list-style-type: none"> • One (1) single contract similar nature amounting to at least fifty percent (50%) of the ABC of the project, OR; • Two (2) or more contracts of similar nature equivalent to at least fifty percent (50%) of the ABC for the project, the largest of these contracts must be equivalent to at least twenty-five (25%) of the ABC of the project. <p>“Similar” contract shall refer to contracts pertaining to the Non-Intrusive Security and Inspection Equipment</p> <p>Any of the following documents must be submitted /attached corresponding to the listed completed largest contracts:</p> <ol style="list-style-type: none"> a) Copy of End-user’s Acceptance; or b) Copy of Official Receipt/s; or c) Copy of Collection Receipt with Sales Invoice (for local JV Partner)
14.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:

	<ol style="list-style-type: none"> 1. The amount of not less than Php 9,400,000.00, 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 Php 23,500,000.00, or 5% if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>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.</p> <p>“Failure to comply with the above instructions would rate the bids as failed”</p>
17	<p>Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 10. Submission of documents required under ITB Clauses 10 to 11 by any of the joint venture partners constitutes compliance.</p>
19.2	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents:</p> <ol style="list-style-type: none"> 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>); 2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; and 3. Other appropriate licenses and permits required by law.
21.1	<p>No further instruction</p>

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>
5.1	<p>Warranty:</p> <ul style="list-style-type: none"> • Two (2) years on Parts and Services • Warranty period shall commence from the date of acceptance by the end-user after inspection and testing • Warranty shall cover full replacement of the equipment due to manufacturing defects at no cost to the end-user • Manuals and Brochures: One (1) set of operating and maintenances manuals per machine • Training, no. of employees and place (as applicable)
5.2	No further instructions.
6	No additional provision.

Section VI. Schedule of Requirements

Item	Description	Unit	Quantity	Delivery Date
1	Trace Detection System (TDS)	Pcs	16	Deliver within one-hundred fifty (150) calendar days after receipt of Notice to Proceed to be delivered in GSD Office, G/F OCOM Bldg., South Harbor, Port Area Manila.
2	Uninterruptible Power Supply	Pcs	16	
3	Laptop Computers	Pcs	20	
5	Colored Printer	Pcs	16	
6	Swabbing Cloth	Pcs	160,000	
7	Sampling Wand	Pcs	64	
8	Dust Cover for TDS	Pcs	16	
9	Cables, Adaptors and Connectors (required for the mounting and operations of the TDS on vehicles)	Sets	7	
10	External Hard Drive	Pcs	16	

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.

SPECIFICATIONS	BIDDER’S STATEMENT OF COMPLIANCE
<p>1. GENERAL QUALIFICATIONS OF THE SUPPLIER/CONTRACTOR</p> <ul style="list-style-type: none"> • The SUPPLIER/CONTRACTOR must be capable of implementing the project consistent with the primary purpose as it appears in its Certificate of Registration, that it provides any and all acts and things that are associated with or required in the supply and delivery of Trace Detection System. • SUPPLIER/CONTRACTOR must have 24/7 Nationwide Service Desk – Phone and email support, including regular holidays, special holidays and government announced holidays. • SUPPLIER/CONTRACTOR shall serve as the single point contact for the required maintenance of the machines (in case SUPPLIER/CONTRACTOR must partner with various supplier). • SUPPLIER/CONTRACTOR shall supply the necessary spare parts for the purpose of restoring the equipment to their proper working condition. 	

- SUPPLIER/CONTRACTOR shall provide a Technical Staff on-site for software/hardware related trouble shooting and fixing.

2. TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT TO BE DELIVERED

➤ **Description:**

The narcotics trace detector should be capable of detecting narcotics laden inside containers, boxes, parcels and the like. It is a device that can be used for the non-intrusive and non-destructive inspection process to determine whether a container or receptacle contains narcotics or explosives.

➤ **General Specifications**

Trace Detection System:

- Type of Detection / Analytical Method: Ion Trap Mass Spectrometry with Atmospheric Pressure Chemical Ionization (APCI)
- Dimension: Not more than 828mm (H)× 780mm (W) x 650mm (D)
- Weight: Not more than 250 kg
- Warm-up Time: at least 30 minutes
- Detection/Analysis Time: not more than 10 seconds.
- Required Gas/Chemical Supply: Helium Gas
- Minimum Personnel Requirement to operate: One (1)
- Power Consumption: 2.0 kVA
- Operating Temp: within the range of -5 degrees Celsius to 35 degrees Celsius
- Narcotics that can be identified:

Category	Substance
Stimulants	Amphetamine Methamphetamine Cocaine, Ephedrine, etc.
Hallucinogens	LSD, MDMA, Ketamine, etc.
Depressants	Heroin, Codeine, Morphine, Diazepam, Alprazolame, Amphepramone, Phentermine, Opium, etc.
Cannabis	Cannabinol, Cannabidiol and THC

➤ Capabilities and Performance Requirements:

- The collected samples shall be analyzed directly without any sample preparation.
- The sampling media shall not require any treatment or preparation by the users prior to sample collection. The samples shall have minimal amount of handling as to avoid cross contamination.
- The sample introduction mechanism must be diagonal or horizontally mounted (not vertically) to avoid any loss of sample.
- The sampling material shall be reusable and not one-time use.
- The system must incorporate temperature controls and a thermal shutdown feature in the event of over-heating.
- The detector system must have serial and Ethernet connections. Recorded data will be accessible through at least one (preferably more) removable storage device (USB). Stored data shall be analyzed by the detector system device or by dedicated software on a remote standard PC.
- The system must be capable of being upgraded to add other types of narcotics that are not previously identified in the list of narcotics that can be traced.
- The machine shall provide audio and visual alarm for detection and must identify the specific compound detected and give an indication of the strength of the detection.
- A comprehensive training package (at least 1 session on operation and maintenance) for 30 Customs personnel shall be provided. *(The objective of the training is to increase the operator's awareness, keenness, and capability to achieve optimal material identification/detection for potential security threats with increased accuracy and speed.)*

➤ **Data Display: Laptop computer**

- Processor: Intel Core i7-10875H.
- RAM: at least 16GB.
- Storage: 512GB PCIe 3 x4 SSD
- Graphics: Nvidia GeForce GTX 1650 Ti 4GB GDDR6.
- Display: 15.6-inch touchscreen (3840 x 2400)
- Ports: two USB-C Thunderbolt 3, one USB-C 3.1, one SD card reader v6.0, one 3.5mm audio jack, one wedge-shaped lock slot.
- Protective case / bag for portability

- Printer – Three-in-one inkjet printer (colored)
 - Print speed: Black: 15 ISO ppm, Color: 10 ISO ppm
 - Paper capacity: 100 sheets
 - Paper size: up to A4, Letter, Legal Size
 - Weight: 6.6 kg
 - Wifi / Bluetooth ready
- **Uninterruptible Power Supply (UPS)**
- Type: Single phase UPS
 - Input: 240V±10% V AC, Single phase-three wire
 - Output: At least 3.0 KVA
- **External Hard Drive**
- Capacity – 3 TB
 - Interface - Wireless 802.11ac / SD card slot / USB 3.0 / USB 2.0 (host)
 - System Compatible – compatible with Windows 10, Windows 8 or Windows 7 operating systems
- Sampling Wand: Manufacturer’s standard specification
- Swabbing Cloth – Manufacturer’s standard specification

3. **TEST PARAMETERS:** All units shall undergo technical inspection and acceptance (physical, functional and performance test).

ITEM	TEST DESCRIPTION	PASS/FAIL	REMARKS
1.	Physical		
	1. Color and texture of the body of device should be without scratches, uneven surface or discoloration.		
	2. Dimension and size of the device should be within the range as shown in the brochure and conforms to the requirements of the TOR.		
	3. Weight of the device should be of the same measurement as		

	shown in the brochure.				
2.	Functional				
a.	Using External Power Supply <ol style="list-style-type: none"> 1. Press the Power Button to turn the device ON until it reaches its normal operating temperature. 2. Press the Power Button again to turn the device OFF. 				
b.	Using Uninterrupted Power Supply (UPS) <ol style="list-style-type: none"> 1. Press the Power Button to turn the device ON (<i>The green LED on the power button illuminates</i>) 2. Press the Power Button again to turn the device OFF. 				
3.	Performance				
	<ol style="list-style-type: none"> 1. Enter your user level password and Log on to the device. 2. Device should start heating up after logging in. 3. Normal operating temperature should be achieved in under 30 minutes indicating 4. Calibrate device as may be needed. 5. Device should show a menu window. 6. For verification test for narcotics, press 				

	<p>start button on the device and put sample narcotics pad or on the device handle to trigger. The screen displays a message that verification was successful.</p>				
--	--	--	--	--	--

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); **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 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**
- (k) 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; **and**
- (l) Brochures - Latest being offered with product description, brand & model (Trace Detection System, Laptop Computer, Printer, Uninterruptible Power Supply, and External Hard Drive)
- (m) List of Service Center/s (Service Centers in NCR and/or Visayas or Mindanao)

- (n) Certificate of Performance Evaluation (Certificate or any document showing project completion with at least a rating of Very Satisfactory for the TDS)
- (o) ISO or equivalent document of the manufacturer: ISO 9001 or equivalent of the manufacturer of the following equipment (Trace Detection System, Laptop Computer, Printer, Uninterruptible Power Supply, and External Hard Drive)

Financial Documents

- (p) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR and SEC; **and**
- (q) 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^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, Delivery and Installation of Trade Detection System for Narcotics**” in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Trace Detection System (TDS)	Pcs	16		
2	Uninterruptible Power Supply	Pcs	16		
3	Laptop Computers	Pcs	20		
4	Colored Printer	Pcs	16		
5	Swabbing Cloth	Pcs	160,000		
6	Sampling Wand	Pcs	64		
7	Dust Cover for TDS	Pcs	16		
8	Cables, Adaptors and Connectors (required)	Sets	7		

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



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	for the mounting and operations of the TDS on vehicles)				
9	External Hard Drive	Pcs	16		

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

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

(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 5 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].*

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



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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 _____ 21____ 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).



PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

_____, a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____ represented herein by its _____, hereinafter referred to as “_____”;

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws offices located at _____, _____ represented herein by its _____, hereinafter referred to as “_____”;

For submission to the **Bids and Awards Committee of the Bureau of Customs**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH that:

WHEREAS, the parties desire to participate as a joint venture in the public bidding that will be conducted by the **Bureau of Customs** pursuant to Republic Act No. 9184 ad its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget of the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **BOC-BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company)

 Authorized Representative of the JV Partner (Per attached Secretary’s Certificate)

 Name

 Designation



That furthermore, the parties agree to be proud bound jointly and severally under the said Joint Venture Agreement;

That finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued shall be a ground for non-issuance BOC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by BOC under the provisions of R.A. 9184 and its Revised IRR, without by any liability on the part of BOC. This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above written.

JV Partner 1’s Representative/Authorized Signatory

JV Partner 2’s Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this ___ day _____ at _____
Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____
_____ Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____



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;

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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
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.

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



Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.



BID SECURING DECLARATION FORM

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

X-----X

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

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

I/We⁴, the undersigned, declare that:

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

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



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

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