



# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



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## BIDS AND AWARDS COMMITTEE SUPPLEMENTAL/BID BULLETIN

### ADDENDUM NO. 1

#### PROCUREMENT OF EXTENDED SUPPORT AND MAINTENANCE OF E2M (ELECTRONIC-TO-MOBILE) APPLICATION FOR BUREAU OF CUSTOMS

This Addendum No. 1 dated 14 September 2021 is issued to clarify, modify or amend items in the Bid Documents. This shall form an integral part of the Bid Documents.

ISSUES		CLARIFICATION/AMENDMENTS	
<b>Section III. Bid Data Sheet</b>		<b>Section III. Bid Data Sheet</b>	
<b>ITB Clause</b>		<b>ITB Clause</b>	
5.3	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.	5.3	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, <b>notarized, and consularized or apostilled documents.</b>
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"> <li>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;</li> <li>2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6</li> </ol>	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"> <li>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;</li> <li>2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6</li> </ol>



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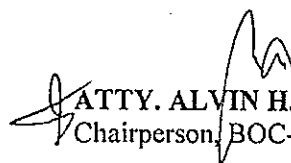
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	<p>months or its equivalent foreign tax document; and</p> <p>3. Other appropriate licenses and permits required by law.</p>		<p>months or its equivalent foreign tax document; and</p> <p>3. Other appropriate licenses and permits required by law (SOclass License) or its equivalent, notarized, and consularized or apostilled documents.</p>
<b><u>Section VII. Technical Specifications</u></b>		<b><u>Section VII. Technical Specifications</u></b>	
		<p>Please see attached revised Technical Specifications</p>	
<b><u>Section VIII. Checklist of Technical and Financial Documents</u></b>		<b><u>Section VIII. Checklist of Technical and Financial Documents</u></b>	
<b>TECHNICAL COMPONENT ENVELOPE</b>		<b>TECHNICAL COMPONENT ENVELOPE</b>	
<i>Financial Documents</i>		<i>Financial Documents</i>	
		<p>Please see attached format for Net Financial Contracting Capacity (NFCC)</p>	
<b>FINANCIAL COMPONENT ENVELOPE</b>		<b>FINANCIAL COMPONENT ENVELOPE</b>	
(a) Original of duly signed and accomplished Financial Bid Form; <b>and</b>		(b) Original of duly signed and accomplished Financial Bid Form; <b>and</b>	
<b><u>Bid Form</u></b>		<b><u>Bid Form</u></b>	
		<p>Please see attached revised Bid Form</p>	

**Reminders:**

- Submission of bids will be on or before 20 September 2021, 9:30 AM
- Bidders shall sign and initial all pages of the bid.
- Late submission will not be accepted.
- One (1) representative per bidder is allowed during opening of bids

For guidance and information of all concerned.

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



## *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.

SPECIFICATION	STATEMENT OF COMPLIANCE
<p><b>I. DURATION OF THE CONTRACT</b></p> <p>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.</p>	
<p><b>II. QUALIFICATIONS OF FIRM</b></p> <p>A. Must be registered with the Philippine Government Electronic Procurement System (PhilGEPS).</p> <p>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.</p> <p>C. Must have appropriate technical support available, either remotely or on-site as specified in the RESOURCE Plan of this TOR</p> <p>D. Must be operating continuously inside or outside the Philippines for the past ten (10) years.</p> <p>E. Must have completed at least one (1) similar project for the past (5) years.</p>	
<p><b>III. TECHNICAL REQUIREMENTS</b></p> <p>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</p>	



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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.

## 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



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- 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:
- Provides BOC and the CONTRACTOR with the methods and tools to manage and control changes to baseline deliverables.
  - Tests application patches provided by the level 3 team.
  - Provides documentation for implementation of patches.
  - Communicates via email/phone with all concerned parties.
  - 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:
- Accomplishment reports based on received incident reports and service requests;
  - Summary of activities (compilation of incidents, service requests, change requests, and preventive maintenance activities done for the month); and
  - Summary of recommended activities, next steps, and action items.



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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).



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<ol style="list-style-type: none"> <li>3. Provide recommendations on how to continuously improve application performance and security and to devise preventive measures against the following:             <ol style="list-style-type: none"> <li>3.1. Known system errors</li> <li>3.2. Known security flaws and vulnerabilities</li> </ol> </li> <li>4. Escalation of issues to Help Desk for proper routing to enable status updates.</li> </ol>	
<p><b>C. TRAINING</b> Training shall be done by the relevant BOC teams, including, but not limited to, MISTG.</p> <ol style="list-style-type: none"> <li>1. Duration: 2 weeks for a maximum of 20 attendees</li> <li>2. Content:             <ol style="list-style-type: none"> <li>2.1. Configuration &amp; utilization of Electronic Certificate of Payment</li> <li>2.2. Configuration &amp; utilization of paperless accreditation</li> <li>2.3. Configuration &amp; utilization of PEZA Input Data</li> <li>2.4. Configuration &amp; utilization of Machine Learning: HS Code Categorization</li> <li>2.5. Integration of Electronic Tracking of Containerized Cargo System (E-TRACC system) with the E2M</li> <li>2.6. Sub-modules on the express courier, eSAD, eManifest</li> </ol> </li> </ol>	
<p><b>D. ACTIVITIES, DELIVERABLES, AND TIMELINE</b> The deliverables for the following activities shall be delivered to the Customs ICT Center, Gate 3, South Harbor, Port Area, Manila.</p> <ol style="list-style-type: none"> <li>1. <i>Inception/Mobilization</i> – CONTRACTOR must deliver the Inception Report within sixteen (16) calendar days upon receipt by the CONTRACTOR of the Notice to Proceed (NTP).</li> <li>2. <i>E2M Assessment</i> – CONTRACTOR must deliver the Assessment Report within thirty (30) calendar days upon receipt of the NTP.</li> <li>3. <i>E-TRACC Integration</i> – CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the E2M Assessment deliverable.</li> <li>4. <i>PEZA Input Data</i> - CONTRACTOR must deliver within ninety (90) calendar days from</li> </ol>	



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<p>the completion date of the E-TRACC Integration deliverable.</p> <ol style="list-style-type: none"><li>5. <i>Machine Learning: HS Code Categorization</i> - CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the PEZA Input Data deliverable.</li><li>6. <i>Paperless Accreditation</i> – CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the Machine Learning: HS Code Categorization deliverable.</li><li>7. <i>Electronic Certificate of Payment (COP)</i> – CONTRACTOR must deliver within ninety (90) calendar days from the completion date of the Paperless Accreditation deliverable.</li><li>8. <i>Continuing Support and Maintenance and Change Request</i> - 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</li><li>9. <i>Retention</i> – CONTRACTOR must put this in place following satisfactory completion.</li></ol>	
<p><b>E. RESOURCE PLAN</b> 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.</p> <ol style="list-style-type: none"><li>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:<ol style="list-style-type: none"><li>1.1. Product Manager</li><li>1.2. Development Team Leader</li><li>1.3. Business Analyst/Trainer</li><li>1.4. Application Developer 1</li><li>1.5. Application Developer 2</li><li>1.6. Application Developer 3</li><li>1.7. Scrum Master</li><li>1.8. Application Database Administrator</li></ol></li></ol>	





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<p>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:</p> <p>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</p> <p>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:</p> <p>3.1. Quality Assurance Leader 3.2. Quality Assurance Member</p> <p>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.</p> <p>4.1. Project Director (*) (* concurrent with the Project Director's role in other aspects of the project</p>	
<p><b>IV. SERVICE LEVEL AGREEMENT</b></p> <p>The BOC shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provision for liquidated damages for their non-compliance.</p>	



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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.
<p>A. Penalty computation stops once the reported issue has been resolved/responded to and subject to deduction from the retention fund.</p> <p>B. Computation of penalty shall be based on 8 hours a day x 5 days a week.</p>			
<p><b>V. APPROVED BUDGET OF THE CONTRACT (ABC)</b></p> <p>The ABC for Procurement of Support and Maintenance of E2M (Electronic-to-Mobile) Application amounts to Ninety-Six Million Pesos (P96,000,000.00).</p>			
<p><b>VI. TERMS OF PAYMENT</b></p> <p>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%).</p>			



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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



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<p>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.</p> <p>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.</p> <p>D. The Bureau of Customs may ask the CONTRACTOR for a Change of Notice regarding the deliverables as well as its cost.</p>	
<p><b>VIII. WARRANTIES OF THE CONTRACTOR</b></p> <p>A. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this Terms of Reference;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p>	



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<p>F. The CONTRACTOR shall coordinate with the authorized and/or designated BOC personnel in the performance of their jobs;</p> <p>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;</p> <p>H. The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest therein, except with the prior written approval of the BOC.</p>	
<p><b>IX. CONFIDENTIALITY OF DATA</b></p> <p>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.</p> <p>B. All project staff of the CONTRACTOR shall be required to sign a non-disclosure agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p><b>X. PRE-TERMINATION OF THE CONTRACT</b></p>	



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<p>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.</p> <p>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.</p>	
<p><b>XI. RESPONSIBILITIES OF THE BOC</b></p> <p>Pre-termination. The BOC shall inform the CONTRACTOR in writing thirty (30) days prior to such termination</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



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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 \_\_\_\_\_



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## NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) based on the Latest Audited Financial Statement and which must be at least equal to the ABC to be bid, calculated as follows:

Year _____	
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Total Value of outstanding Contract	
<b>Total NFCC</b>	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current assets minus current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects undergoing contracts, including awarded contracts yet to be started.]

Submitted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Authorized Representative  
with Signature

\_\_\_\_\_  
Date