

## BUREAU OF CUSTOMS MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



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# BIDDING DOCUMENTS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENT FOR THE PROJECT MANAGEMENT UNIT (PMU) OF THE PHILIPPINE CUSTOMS MODERNIZATION PROJECT (PCMP)

Project ID No.: BOC-GOODS-2023-04 August 2023

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## Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

**CPI** – Consumer Price Index.



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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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



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

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

UN – United Nations.





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### Section I. Invitation to Bid

#### SECTION I. INVITATION TO BID

"Supply and Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)"

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2023 General Appropriations Act-Foreign Assisted Projects intends to apply the sum of Six Million Fifty-Five Thousand Five Hundred Sixty-Five Pesos (Php6,055,565.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Supply And Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)". Bids received in excess of the ABC shall be automatically rejected at the bid opening. Details are as follows:

Lot No.	Project ID No.	Description	ABC
1	BOC-GOODS-2023-04A	Supply and Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)"	Php3,681,720.00
2	BOC-GOODS-2023-04B	Supply and Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)"	Php2,373,845.00
	1	Total ABC	Php6,055,565.00

- 2. The Bureau of Customs now invites bids for the above Procurement Project. Delivery of the Goods is required specified in the Section VI. Schedule of Requirements. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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



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- 4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on August 08, 2023, from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount for the following Lots: Lot 1- Five Thousand Pesos (P5,000.00), Lot 2 Five Thousand Pesos (P5,000.00). 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 August 15. 2023, 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 28, 2023, 1:30 p.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 28, 2023, 2:00 p.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. 526-65-71

Email address: bacsecretariat@customs.gov.ph

12. You may visit the following websites:

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

Date issued: August 08, 2023

MICHAEL C. FERMIN Chairperson, BOC-BAC

## Section II. Instructions to Bidders

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#### 1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the "Supply and Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)" with identification number BOC-GOODS-2023-04.

The Procurement Project (referred to herein as "Project") is composed of two (2) lots the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2023 General Appropriations Act-Foreign Assisted Projects in the amount Six Million Fifty-Five Thousand Five Hundred Sixty-Five Pesos (Php6,055,565.00). 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. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

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

#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

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

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

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

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

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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**.

<sup>&</sup>lt;sup>1</sup> 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 19, 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

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

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

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

ITB Clause					
1	The Procuring Entity is the Bureau of Customs.				
	The name of the Contract is "Supply and Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)"				
	The id	entification	number of the Contract is BOC-G	OODS-2023-04	
2	This b	idding shall	have two (2) lots as follows:		
	The id	entification	number of the Contract are as foll-	ows:	
	Lot No.	Project ID No.	Description	ABC	
	1	BOC- GOODS- 2023-04A	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php3,681,720.00	
	2	BOC- GOODS- 2023-04B	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php2,373,845.00	
3	The Funding Source is:  The Government of the Philippines (GOP) through the authorized appropriations under the CY 2023 General Appropriations Act -Foreign Assisted Projects in the amount of Six Million Fifty-Five Thousand Five Hundred Sixty-Five Pesos (Php6,055,565.00).				
4	No further instruction.				
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.				
5.2	Foreign bidders are not allowed.				
5.3	The bidder must have completed five (5) years prior to August 28, 2023 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.				
	Bidders must include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical				

	Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.
	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.
	For this purpose, similar contract shall refer to "Supply and Delivery of IT Equipment that includes laptops or any equipment"
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on August 15, 2023, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.
14.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:
	Lot 1
	1. The amount of not less than <b>Php73,634.40</b> , 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 <b>Php184,086.00</b> , or 5% if bid security is in Surety Bond.
	Lot 2
	1. The amount of not less than <b>Php47,476.90</b> , 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 <b>Php118,692.25</b> , or 5% if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.
	All documents within the Bid (both Original and Photocopies), along with any accompanying attachments like brochures, must be certified as true copies by the authorized representative.
19.3	Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall

	not be divided further into sub-lots for the purpose of bidding, evaluation				
and contract award.					
	In all cases, the NFCC computation, if applicable, must be sufficient the lots or contracts to be awarded to the Bidder.     Lot Project ID Description ABC   No. No.				
	1	BOC- GOODS- 2022-01A	Supply and Delivery of Various ICT Equipment for the Bureau of Customs	Php3,681,720.00	
	2	BOC- GOODS- 2022-01B	Supply and Delivery of Various ICT Equipment	Php2,373,845.00	
20.1	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents:  1. Submit manufacturer's certificate that the proposed brand of equipment si an international brand that is sold and marketed continuously in the Philippines for the last 10 years;  2. Submit list of Authorized Service Center/s for the equipment within Metro Manila;  3. Valid and Current Certificate of Distributorship / Dealership / Resellers of the items being offered, issued by the principal or manufacturer;  4. Submit provide a brochure / Technical Data Sheet or equivalent document;  5. Latest Income Tax Return and business Tax Return with proof of payment (filed and paid through BIR Electronic Filing and Payment System (eFS);  6. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months;  7. Latest Audited Financial Statement; and				
			priate licenses and permits require	A by law.	
21.1	No fur	ther instruct	ion		

# 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	Delivery and Documents –
	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.
2.2	Payment shall be made after formal acceptance of deliverables, and
	10% shall be retained until completion of contract.
3	No further instructions.
4	Inspections and Tests
	Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.
5.1	Warranty was based on the technical specification.
5.2	No further instructions.
6	No additional provision.

## Section VI. Schedule of Requirements

Lot	Description	Unit	Qty	Delivery Date
	High-End Laptop	Pc	10	
1	Mid-range Laptop	Pc	23	
	Desktop (All-in-One)	Set	29	
	Projector	Pc	1	
	Printer All-In-One Ink Tank	Pc	25	Deliver within fifteen (15)
	Scanner	Pc	2	calendar days after receipt of Notice to Proceed to be delivered in GSD Office, G/F
2	Heavy Duty Printer	Pc	1	OCOM Bldg., South Harbor, Port Area Manila.
	External Hard Drive	Pc	2	
	Network Attached Storage 144TB RAW Storage	Pc	1	
	Speaker	Pc	2	
	Video Conference Monitor	Рс	2	
	Video Conference Camera and Speaker	Set	1	

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 unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

Lot	Specification	Statement of Compliance
1	General Requirement	•
	<ul> <li>The supplier must be operational for at least ten (10) years.</li> <li>The supplier must be PhilGeps-accredited.</li> <li>Must have at least two (2) completed projects, experience in supply and delivery of equipment included in this project.</li> <li>Must provide a certificate of acceptance and contract, to prove that the bidder has experience in supplying and delivering equipment included in this project such as but not limited to laptops (notebooks) in government agencies.</li> </ul>	
	> High-End Laptop	
	<ul> <li>Must be brand new and included in Top 5 of International Data Corporation (IDC) for Personal Computers (Desktops, Notebooks and Workstations) for the 4Q2021</li> </ul>	
	<ul> <li>Processor: at least Intel Core i7 12th Gen</li> <li>Memory: 16 GB DDR4</li> </ul>	

- **Display:** 15.6-in WQHD (2560 x 1440), IPS, Antiglare, 300 nits, 165Hz, Narrow Bezel, 100% sRGB
- Storage: at least 512GB M.2 2280 PCie Gen4 TLC
- **GPU:** at least 6GB DDR5
- Ports/slots/interface:
  - USB-C Thunderbolt<sup>TM</sup> 4 (DisplayPort 1.4)
  - o USB-C 3.2 Gen 2 (Displayport 1.4)
  - o USB-A 3.2 Gen 1
  - o Headphome/ mic combo
  - Webcam e-shutter switch
  - o 2 x USB-A 3.2 Gen 1 (1 always on)
  - USB-C 3.2 Gen 2 (DisplayPort 1.4, power delivery 135W)
  - o HDMI 2.1
  - o RJ45
  - o DC in
- **Web Camera:** 1080p FHD e-Shutter switch
- Operating System: Windows 10 Pro 64 bit
- **Wireless Connectivity:** Wi-Fi 6, 802.11ax 2x2 Wifi, Bluetooth 5.1
- Audio: 2 x 2w stereo
- **Battery:** 4-cell Li-polymer
- Input and Control:
  - Keyboard:
  - o English International Backlit Keyboard
  - o Touchpad:
  - o Multi-gesture touchpad, supporting two-
    - finger scroll; pinch
- Others: Power Adapter and Backpack
- **Brand:** At least 10 years in Philippine Market
- Warranty: 3 years on parts and labor

#### **➤** Mid-Range Laptop

- Must be brand new and included in Top 5 of International Data Corporation (IDC) for Personal Computers (Desktops, Notebooks and Workstations) for the 4Q2021
- Processor: Processor: 11th Generation Intel® Core i7-1165G7 Processor
- **Memory:** 8 GB DDR4
- **Display:** 15.6-inch FHD (1920 x 1080) Anti-glare LED Backlight Non-Touch Narrow Border WVA Display
- Storage: 512GB M.2 PCIe NVMe Solid State Drive
- **GPU:** Dedicated 2GB graphics
- Ports/Slots:
  - o 1 x USB Type-C
  - o 1 x USB 3.2
  - o 1 x Audio Jack
  - o 1 x HDMI
  - o 1 x USB 2.0

- o 1 x SD-card slot
- **Webcam**: 720p at 30 fps HD camera, single-integrated microphone
- Operating System: Windows 10 Pro 64 bit
- Wireless Connectivity: 802.11ac 1x1 WiFi and Bluetooth
- Audio: Stereo speakers, 2 W x 2 = 4 W total
- **Battery:** 3-Cell Battery
- Input and Control:
  - o Keyboard:
  - o English International Backlit Keyboard
  - o Touchpad:
  - Multi-gesture touchpad, supporting two-finger scroll; pinch
- Others: Power Adaptor and Backpack
- **Brand:** At least 10 years in Philippine Market
- Warranty: 2 years on parts and labor

#### Desktop (All-in-one Desktop)

- Must be brand new and included in Top 5 of International Data Corporation (IDC) for Personal Computers (Desktops, Notebooks and Workstations) for the 4Q2021
- **Processor:** 11th Generation Intel Core i5-1240 processor
- **Memory:** 8 GB DDR4
- **Display:** 23.8-inch FHD (1920 x 1080) Anti-Glare Narrow Border Infinity Non-Touch Display
- **GPU:** Iris X3 Graphics or equivalent
- **Storage**: 256GB NVMe Solid State Drive (Boot) + 1TB 5400 rpm SATA Hard Drive
- Ports/Slots
  - o 1x Rear USB 2.0 Type A
  - o 3x USB 3.2 Gen 2 Type A,
  - o 1x USB 3.2 Type-C
  - o 1x RJ-45
  - o 1x Microphone/Headset Jack
  - o 1x 1 DC power
  - o 1x HDMI

#### Below:

- Speaker, Power, Input mode, Power on/Wake
- Operating System: Windows 10 Pro 64 Bit
- **Connectivity:** Bluetooth 5.1, IEEE 802.11ax/ac/a/b/g/n, LAN
- Others: Keyboard and mouse
- **Brand:** At least 10 years in Philippine Market

	·	_
	• Warranty: 2 years on parts and labor	
	D	
2	<ul> <li>Projector</li> <li>Projection Technology: RGB liquid crystal shutter projection system</li> <li>Brightness:</li> </ul>	
	<ul> <li>White Light Output (Normal): 3,200lm</li> <li>Color Light Output: (Normal / Eco): 3,200lm / 1,900lm</li> </ul>	
	Connectivity:	
	<ul> <li>Network: Wireless LAN; In-built</li> </ul>	
	o Analog Input: D-Sub 15 pin, 1(Blue), Composite,	
	RCA x 1	
	o Digital Input: HDMI, 1(MHL)	
	<ul> <li>Audio Input: Stereo Mini Jack: 1</li> </ul>	
	o Others:	
	■ USB Type A: 1 (for USB Memory, USB	
	Document Camera, Firmware Update)	
	<ul> <li>USB Type B: 1 (for USB Display, mouse,</li> </ul>	
	K/B/, Control, Firmware Update)	
	o Contrast Ratio: Auto Iris 10,000:1	
	o Wireless Specifications (Wireless LAN: Built-in):	
	<ul> <li>Supported Speed for Each Mode:</li> </ul>	
	■ IEEE 802.11b: 11 Mbps	
	■ IEEE 802.11g: 54 Mbps	
	■ IEEE 802.11n: 130.0 Mbps	
	Wireless LAN Security:	
	• Quick Mode: WPA2-PSK	
	<ul> <li>Advanced Mode: WPA2-PSK,</li> <li>WPA/WPA2-PSK, WPA2-EAP</li> </ul>	
	<ul> <li>Supported EAP type: PEAP, PEAP-TLS, EAP-TLS, EAP-Fast, LEAP</li> </ul>	
	o Supported Connection Mode:	
	Infrastructure, Access Point	
	• Screen Size (Projected Distance):	
	o Standard Size: 60" screen 1.35 - 1.64m	
	o Zoom: Wide: 30" - 300" (0.67 - 6.86m)	
	o Zoom: Tele: 30" - 300" (0.81 - 8.28m)	
	• Operating Temperature:	
	o 5°C - 40°C < 41°F - 104°F> (0 m / 0 ft to 2,286m / 7,500ft)	
	o 5°C - 35°C < 41°F - 95°F> (over 2,286m / 7,500ft) (20% - 80% humidity, No condensation)	
	• Operating Altitude: 0m - 3,000m (0ft - 9,843 ft) (over 1,500m / 4,921ft: with high altitude mode)	
	• Start-Up Period: About 7.2 seconds, Warm-up period:	
	30 seconds	
	Cool Down Period: Instant off	
	Sound Output: Monaural: 1W X 1	
	Direct Power On/Off: Yes/Yes	

- Dimension Excluding Feet (W x H x D): 292mm x 44mm x 213mm
- Fan Noise (Normal / Eco): 39 dB / 30dB
- Projectors Facets:
  - o Resolution, Projectors Facets: 1080p
  - o Contrast Ratio, Projectors Facets: 10,000:1
  - o Brightness Range Lumens, Projectors Facets: 2000
  - Features, Projectors Facets: Wi-Fi, Screen Mirroring, Quick Corner
- Laser / Lamp, Projectors Facets: Lamp

#### Printer All-In-One

- Printer Type: Print, Scan, Copy, Fax with ADF
- Print Method: Precision CoreTM Printhead
- Minimum Ink Droplet Volume: 3.3 pl
- Printer Language: ESC / P-R
- Print Direction: Bi-directional printing
- Nozzle Configuration: 400 x 1 nozzles (Black), 128 x 1 nozzles per color (Cyan, Magenta, Yellow)
- Maximum Resolution: 4800 x 1200 dpi
- Automatic 2-sided Printing: Yes (up to A4 / Letter)
- Photo Default 10 x 15 cm / 4 x 6 ": Approx. 71 sec per photo (Border) / 95 sec per photo (Borderless)
- Draft, A4 (Black / Color): Up to 38.0 ppm / 24.0 ppm
- ISO 24734, A4 Simplex (Black / Color): Up to 17.0 ipm / 9.0 ipm
- ISO 24734, A4 Duplex (Black / Color): Up to 7.0 ipm / 5.0 ipm
- ISO 24734, A3 Simplex (Black / Color): Up to 3.5ipm / 2.3 ipm
- First Page Out Time from Ready Mode (Black / Color):
- Simplex: Up to 10 sec / 16 sec
- Duplex: Up to 17 sec / 25 sec
- Copy Function:
- Maximum Copies from Standalone: 99 copies
- Reduction / Enlargement: 25 400%
- Maximum Copy Size: Legal
- Copy Resolution: Max: 600 x 600 dpi
- Copying:
- ISO 29183, A4 Simplex Flatbed (Black / Color): Up to 11.5 ipm / 5.5 ipm
- Scanning:
- Scanner Type: Flatbed color image scanner
- Sensor Type: CIS
- Optical Resolution: 1200 x 2400 dpi
- Maximum Scan Area: 216 x 356 (mm)
- Scanner Bit Depth (Color): 48-bit input, 24-bit output
- Scanner Bit Depth (Grayscale): 16-bit input, 8-bit output

- Scanner Bit Depth (Black & White): 16-bit input, 1-bit output
- Scan Speed:
- Scan Speed (Flatbed / ADF (Simplex)):
- 200dpi, Black: 13 sec / Up to 5.0 ipm
- 200dpi, Colour: 28 sec / Up to 5.0 ipm
- ADF Specifications:
- Support Paper Thickness: 64-95 g/m<sup>2</sup>
- Paper Capacity: 35 sheets
- Fax Function:
- Type Of Fax: Walk-up Black-and-white and Color Fax Capability
- Receive Memory / Page Memory: 1.1MB, Page memory up to 100 pages
- Error Correction Mode: ITU-T T.30
- Fax Speed (Data Transfer Rate): Up to 33.6 kbps, Approx. 3 sec/page
- Fax Resolution: Up to 200 x 200 dpi
- Transmission Paper Size (Flatbed): B5, A5, A4, Letter, Legal
- Transmission Paper Size (ADF): A4, Letter, Legal
- Receiving Paper Size: B5, B4, A5, Letter, Legal, A3
- Speed Dial / Group Dial: Up to 100 numbers, 99 groups
- Fax Features: PC Fax (Transmission / Receive),
   Automatic Redial, Address book, Broadcast Fax (Mono Only), Transmit Reservation, Polling Reception, Fax Preview
- Paper Handling:
- Number of Paper Trays: 2 (Front 1, Rear 1)
- Standard Paper Input Capacity:
- Cassette: 250 sheets for A4 Plain paper (80g/m2), 20 sheets for Premium Glossy Photo Paper
- Rear Slot: 20 sheets for A3+ Plain Paper (80 g/m2)
- Output Capacity: 30 sheets for A4 Plain paper (80 g/m2), 20 sheets for Premium Glossy Photo Paper
- Maximum Paper Size: 329 x 1200 mm
- Paper Sizes:
- A3, A3+, Super B, US B (11 x 17"), Legal, Indian Legal, Letter, A4, 16K (195 x 270mm), 8K (270 x 390mm), Executive, B4, B5, A5, B6, A6, Hagaki (100 x 148mm), Mexico-Oficio, 8.5 x 13", Offico9, Half-Letter, 5 x 7", 4 x 6", 8 x 10", 11 x 14", 16:9 wide, Envelopes: #10, DL, C6, C4
- Paper Feed Method: Friction feed
- Print Margin: 0mm top, left, right, bottom via custom setting in printer driver (except plain paper
- Supported OS:
- Mac OS X 10.6.8 or later
- Windows XP / Vista / 7 / 8 / 8.1 / 10, Windows Server 2003 / 2008 / 2012 / 2016 / 2019

- Consumables:
- Maintenance Box: C13T04D100
- Pigment Black Ink Bottle: 7,500 pages 001 (C13T03Y100)
- Cyan Ink Bottle: 6000 pages (Composite Yield) 001 (C13T03Y200)
- Magenta Ink Bottle: 6000 pages (Composite Yield) -001 (C13T03Y300)
- Yellow Ink Bottle: 6000 pages (Composite Yield) 001 (C13T03Y400)
- Interface:
- USB: USB 2.0
- Network: Ethernet, Wi-Fi IEEE 802.11b/g/n, Wi-Fi Direct
- Network Protocol: TCP/IPv4, TCP/IPv6
- Network Management Protocols: SNMP, HTTP, DHCP, BOOTP, APIPA, PING, DDNS, mDNS, SLP, WSD, LLTD
- Control Panel: LCD Screen: 2.7" Color LCD Touch Screen

#### Scanner

- Scanning:
  - Scanner Type: A3 sheet-fed, one-pass duplex
    - color scanner
  - Sensor Type: Color CIS
  - o Scanning Method: Fixed carriage and moving
    - document
  - o Light Source: White LED
  - o Optical Resolution: 600 x 600 dpi
  - Output Resolution: 50 1,200 dpi (1 dpi
    - increments)
  - o Scanner Bit Depth (Color): 30-bit input, 24-bit
    - output
  - Scanner Bit Depth (Grayscale): 10-bit input, 8
    - bit output
  - Scanner Bit Depth (Black & White): 10-bit input,
     1-bit output
- Scan Speed:
  - o ADF Monochrome (Simplex / Duplex):
    - 200 dpi: 70 ppm / 140 ipm
    - 300 dpi: 70 ppm / 140 ipm
    - 600 dpi: 22 ppm / 44 ipm
  - ADF Color (Simplex / Duplex):
    - 200 dpi: 70 ppm / 140 ipm
    - 300 dpi: 70 ppm / 140 ipm
    - 600 dpi: 22 ppm / 44 ipm
  - o ADF Specifications:
    - Min Document Size: 50.8 x 69mm
    - Max Document Size: 304.8 x 5588mm
    - Support Paper Thickness: 27 413 gsm
  - o ADF Capacity: A4: 120 sheets, A3: 60 sheets

- o Automatic Duplex Scanning: Yes
- o Daily Duty Cycle: up to 30,000 pages / day
- o Multi-feed Detection: Ultrasonic Sensor and
  - Length Detection
- Connectivity: Standard: USB 3.0
- Supported OS and Applications:
- Supported OS:
- Mac OS X 10.6.8 or later
- Windows Server 2003 / 2008 / 2012 / 2016 / 2019
- Windows XP SP3 / Vista / 7 / 8 / 8.1 / 10
- Scanner Driver Compatibility:
- TWAIN, ISIS, SANE, WIA, ICA
- Bundled Applications:
- Scan 2, Scan OCR Component, Scan PDF Extensions, Document Capture Pro (Win), Document Capture (Mac)
- File Format:
  - o Scan 2: JPEG, TIFF, Multi-TIFF, PDF, Searchable PDF, BMP, PNG
  - Document Capture Pro (Win): JPEG, JPEG2000, BMP, PDF, TIFF, Multi-TIFF, PNG, DOCX, XLSX, PPTX
- Control Panel: LCD Screen: 2.7" Color LCD Screen
- Consumables:
- Pickup Roller (300,000 scans): B12B819631
- Separation Roller (300,000 scans): B12B819611
- Dimensions and Weight:
- Dimensions (W x D x H): 371 x 208 x 219mm
- Weight: 5.8kg
- Environmental Conditions:
- Temperature:
- Operating: 5 to 35°C
- Storage: -25 to 60°C
- Humidity:
- Operating: 15 to 80% (No condensation)
- Storage: 15 to 85% (No condensation)
- Power:
- Rated Voltage: AC 100-240V
- Rated Frequency: 50 60 Hz
- Power Consumption:
- Operating: 17W
- Ready Mode: 9.0W
- Sleep Mode: 1.4W
- Power Off: 0.1W

#### > Heavy Duty Printer

- Printing Technology:
- Print Method: PrecisionCore Printhead
- Maximum Print Resolution: 4,800 x 1,200 dpi
- Minimum Ink Droplet Volume: 3.7 pl

- Printer Language: ESC/P-R
- Maximum Monthly Duty Cycle: Up to 75,000 pages / month
- Automatic Duplex Printing: Yes (up to A4)
- Control Panel: 2.2" Mono LCD
- Print Direction: Bi-directional printing, Uni-directional printing
- Nozzle Configuration: 400 x 2 nozzles each color (Black, Cyan, Magenta, Yellow)
- Maximum Resolution: 4800 x 1200 dpi (with Variable-Sized Droplet Technology)
- Printer Control Language Emulations: PCL5c / PCL6 / PostScript3 (CSR) / PDF ver 1.7
- Print Speed:
- Photo Default 10 x 15 cm / 4 x 6 ": Approx. 20 sec per photo (with Border)
- Draft, A4 (Black / Colour): Up to 34 ppm / 34 ppm
- ISO 24734, A4 Simplex (Black / Colour): Up to 24 ipm / 24 ipm
- ISO 24734, A4 Duplex (Black / Colour): Up to 16 ipm / 16 ipm
- First Page Out Time from Ready Mode (Black / Colour): Approx. 5.0 sec / 5.0 sec
- Paper Handling:
- Number of Paper Trays: 3 (Front 1, Rear 1, Manual Feed 1)
- Standard Paper Input Capacity:
- Cassette 1 : 500 sheets, A4 Plain paper (80g/m2)
- Rear Tray: 80 sheets, A4 Plain paper (80g/m2)
- 20 sheets, Premium Glossy Photo Paper
- Manual Feed: 1 sheet
- Maximum Paper Input Capacity: 1,581 sheets
- Output Capacity: 250 sheets, A4 Plain Paper 20 sheets, Premium Glossy Photo Paper
- Maximum Paper Size: 215.9 x 1200mm (8.5 x 47.24")
- Paper Sizes: Legal, Letter, A4, B5, A5, A6, 8 x 10", 5 x 7", 4 x 6", Envelopes: #10, DL, C6, C4
- Paper Feed Method: Friction feed
- Print Margin: 3mm top, left, right, bottom
- Interface:
- USB: Hi-Speed USB 2.0
- Network: Ethernet (1000BASE-T/1000BASE-TX/10BASE-T), Wi-Fi (IEEE 802.11b/g/n), Wi-Fi Direct, NFC
- Network Protocol: TCP/IPv4, TCP/IPv6, LPD, IPP, PORT9100, WSD
- Network Management Protocols: SNMP, HTTP, DHCP, BOOTP, APIPA, PING, DDNS, mDNS, SNTP, SLP, WSD, LLTD

- Security Functions: PIN Release, IP Address Filtering, Panel Admin Mode
  Supported OS:
  Windows XP / Vista / 7 / 8 / 8.1 / 10
  Windows Server 2003 / 2008 / 2012
  Mac OS X 10.6.9 or later
- Consumables:
- 2x Standard Capacity Black: 10,000 pages -C13T752190
- 2x Standard Capacity Cyan: 7,000 pages (Composite Yield) C13T752290
- 2x Standard Capacity Magenta: 7,000 pages (Composite Yield) C13T752390
- 2x Standard Capacity Yellow: 7,000 pages (Composite Yield) C13T752490
- Maintenance Box: 70,000 pages C13T671200
- Replacement Pick Up Roller Standard Cassette: 200,000 pages C13S210046
- Replacement Pick Up Roller Optional Cassette: 200,000 pages C13S210047

#### > External Hard Drive (SSD)

- Capacity: 1TB
- Interface: USB 3.1 Gen2
- Connector: USB-C (with USB-C to USB A Cable)
- Compatibility:
  - Compatible with PC & Mac computers—no drivers needed.
  - o Works with Windows 8, Windows 8.1, Windows 10 and Mac OS 10.6+.

#### Network Attached Storage 144TB Raw Storage

- CPU:
  - o CPU Model Intel Xeon D-1531
  - o CPU Quantity 1
  - o CPU Architecture: 64-bit
  - o CPU Frequency: 6-core 2.2 (base) / 2.7 (turbo) GHz
  - Hardware Encryption Engine (AES-NI)

#### Memory

- System Memory: 16 GB DDR4 ECC SODIMM
- Memory Module Pre-installed: 16 GB (8 GB x 2)
- o Total Memory Slots: 4
- Maximum Memory Capacity: 48 GB (8 GB x 2 + 16 GB x 2)

#### • Storage

- o Drive Bays: 12
- Maximum Drive Bays with Expansion Unit: 36 (DX1222 x 2)
- o Compatible Drive Type:
- o 3.5" SATA HDD

2.5" SATA HDD o 2.5" SATA SSD Hot Swappable Drive **External Ports** o RJ-45 1GbE LAN Port: 2 (with Link Aggregation / Failover support) o RJ-45 10GbE LAN Port: 2 (with Link Aggregation / Failover support) o Management LAN Port: 1 o USB 3.2 Gen 1 Port: 2 o Expansion Port: 2 **PCIe** o PCIe Expansion: 1 x Gen3 x8 slot (x8 link) File System o Internal Drives: Btrfs, EXT4 External Drives: Btrfs, EXT4, EXT3, FAT, NTFS, HFS+, exFAT **Speaker** Suitable Space: 12 people Zoom Certification: Zoom Room Microphone Technology: VoiceRadar- Always focus on the voice source Microphone Array: 4 Mic Array Connection Method: USB/Bluetooth/Dongle Mic Sample Rate: 32KHz Ultra HD Voice Battery: 6700 Play Time: 16 hours Wireless Pairing: Yes App: AnkerWork APP and PC Software Brand: At least 3 years in Philippine Market **Video Conference Monitor Product Type:** LED **Display:** o Screen Size: 70" Resolution: 3,840 x 2,160 0 Video o Picture Engine: Crystal Processor 4K o One Billion Color: Yes o PQI (Picture Quality Index):2000 o HDR (High Dynamic Range): HDR o HDR 10+: Support o HLG (Hybrid Log Gamma): Yes o Contrast: Mega Contrast o Color: Pur Color o Brightness/Color **Brightness** Detection: Detection o Micro Dimming: UHD Dimming Contrast Enhancer: Yes 0 Audio Dolby Digital Plus: Yes

- Adaptive Sound: Adaptive Sound
- o Sound Output (RMS): 20W minimum
- o Speaker Type: 2CH
- o Bluetooth Audio: Yes

#### • Smart Service

- Operating System: Tizen<sup>TM</sup> or equivalent
- o Web Browser: Yes
- SmartThings App Support: Yes
- o Gallery: Yes

#### • Smart Feature

- o Mobile to TV Mirroring, DLNA: Yes
- o Tap View: Yes
- o Easy Setup: Yes
- o App Casting: Yes
- o Bluetooth Low Energy: Yes
- o WiFi Direct: Yes

#### • Tuner/Broadcasting

- o Digital Broadcasting: ISDB-T
- o Analog Tuner: Yes

#### • Connectivity

- o HDMI: 3
- o USB: 1
- o Component In (Y/Pb/Pr): N/A
- o Composite In (AV): 1
- o Ethernet (LAN): Yes
- o Audio Out (Mini Jack): N/A
- o Digital Audio Out (Optical): 1
- o RF In (Terrestrial / Cable input): 1/1(Common Use for Terrestrial)/0
- o HDMI A / Return Ch. Support: Yes
- o eARC: Yes
- o HDMI Quick Switch: Yes
- o Wireless LAN Built-in: Yes (WiFi5)
- o Bluetooth: Yes (BT5.2)
- o Anynet+ (HDMI-CEC): Yes

#### • Additional Feature

- o Digital Clean View: Yes
- Auto Channel Search: Yes
- o Caption (Subtitle): Yes
- o Connect Share<sup>TM</sup> (HDD): Yes
- o ConnectShare<sup>TM</sup> (USB 2.0): Yes
- o EPG: Yes
- OSD Language: Local Languages
- o BT HID Built-in: Yes
- o USB HID Support: Yes
- o IPv6 Support: Yes
- o MBR Support: Yes

#### Dimension

 Package Size (WxHxD): at least 1746 x 1035 x 190 mm (within)

- O Set Size with Stand (WxHxD): at least 1556.2 x 988.1 x 341.1 mm (within)
- Set Size without Stand (WxHxD): at least 1556.2 x 899.3 x 60.5 mm (within)
- O Stand (Basic) (WxD): at least 1356.5 x 341.1 mm (within)
- o Stand (Minimum) (WxD): N/A
- o VESA Spec: 400 x 300 mm

#### Accessories

- Remote Control with batteries
- Vesa Wall Mount Support
- o User Manual
- o E-Manual
- o Power Cable

#### > Video Conference Camera and Speaker

#### • Rally Camera

- Ultra-HD imaging system supports: @30fps:
   4K, 1440p, 1080p, 900p, 720p, and SD @
   60fps: 1080p, 720p
- o Smooth motorized pan, tilt and zoom"
- o Pan:  $180^{\circ} (\pm 90^{\circ})$
- $\circ$  Tilt: 140° (+50° / -90°)
- o 15x HD zoom (5x optical + 3x digital)
- Field of view: Diagonal: 90°, Horizontal: 82.
   Vertical: 52°
- o Adaptive pan and tilt speed up to 70°/second (slows when zoomed in for easier control)
- Automatic inversion detection to correct image orientation and camera controls when mounted upside down
- Autofocus
- o 3 camera presets
- o Kensington® security slot
- Video mute/unmute LED indicator
- Standard tripod thread
- Lens parks at -90° in sleep mode for assured privacy

#### Rally Mic Pod

- o Pickup range: 15 ft / 4.5m diameter
- o Four microphones with eight beamforming elements
- Mute button with LED status indicator
- o AEC: Acoustic Echo Cancellation
- o VAD: Voice Activity Detector
- Background noise suppression
- o Captive 2.95 m 12-pin cable
- o Daisy chain up to 7 Rally Mic Pods
- o Frequency Response: 90Hz 16kHz
- o Sensitivity: >-27 dB +/-1dB @ 1Pa
- o Microphone data rate: 48 kHz
- Recommended participants:

- Two Mic Pods: 16
- Additional participants per Mic Pod: 6
- Recommended participants for Rally with
- 7 Mic Pods: 46

## > Rally Speaker

- High-performance 3" (76mm) driver with rareearth magnet
- Patent pending suspension system eliminates
   Vibration-induced camera shake and audio interference
- o Mini XLR cable (9.6 ft (2.95m)) connects to Display Hub for both signal and power.
- Speaker volume 95dB SPL @1W, 100dB SPL @7.5W, both +/-2dB at ½ meter
- o Sensitivity: 95+/-2 dB SPL at ½ meter
- o Distortion: 200Hz–300Hz <2.5%, 300Hz– 10kHz < 1% @7.5W
- o Sampling rate: 48 kHz

## Rally Table Hub

- Single cable (CAT6A) connection to Display Hub (16.4 ft (5m) CAT6A Ethernet cable included, supports customer-supplied cables up to 164 ft (50 m))
- Active speaker detection: analyzes audio from up to 7 Mic Pods and 56 beams every 8ms
- o 12 Pin connector for Mic Pod
- o HDMI Type A for wired content sharing
- HDMI Type A for display (passthrough to Display Hub (x2))
- Power input
- o USB Type C (Ultra HD / 4K capable)
- o USB Type A (reserved for future capability)
- USB Type B (connects to meeting room computer)
- o RJ45 (Ethernet)
- o Bluetooth® wireless technology

## Rally Display Hub

- o HDMI Type A (x2) (connects to displays)
- o Power input
- o USB C (connects to Camera)
- USB Type B (connects to meeting room computer)
- o RJ45 (connects to Table Hub)
- o Mini XLR (x2) (connects to Speakers)
- Powers one or two Speakers

### Remote Control

- o RF remote control (line of sight not required)
- CR2032 batteries (included)

### Cables/Power

Camera to Display Hub: 6.5 ft (2m) USB 3.1
 Type C to USB Type C 3.1

- Conference Room Computer to Display or Table Hub: 6.5 ft (2m) USB 3.1 Type A to USB Type B
- Display Hub to Table Hub: 16.4 ft (5m) CAT6A
   Ethernet cable (supports
- o customer-supplied cables up to 164 ft (50 m))
- O Display Hub to Speaker (x2): 9.6 ft (2.95m) Mini XLR (supports customer supplied extension cables up to 9.8 ft (3m))
- Conference Room Computer to Displays (x2):
   6.5 ft (2m) HDMI A
- o Mic Pod: 9.6 ft (2.95m): Hardwired with 12 pin connector.
- Power Outlets to Power Supplies (x2): 3.2 ft
   (1m)
- Power Supplies to Table Hub / Display Hub (x2): 4.9 ft (1.5m)

### > RIGHTSENSE TECHNOLOGIES

- o RightLight with Wide Dynamic Range (WDR)
- o RightSight automatic camera control1
- o RightSound Mic Matrix
- RightSound Anti-Vibration Speakers

### > COMPATABILITY AND INTEGRATIONS

- o Plug-and-play USB connectivity
- Certified for Skype for Business and ready forTeams
- o Certified for Google Hangouts Meet Hardware
- o Zoom Certified
- Cisco Compatible
- Compatible with BlueJeans, BroadSoft®, GoToMeeting®, Vidyo<sup>TM</sup>, and other video conferencing, recording, and broadcasting applications that support USB cameras.

#### PACKAGE CONTENTS

Camera, Display Hub, Table Hub, Speaker (x2),
 Mic Pod (x2), Remote control, USB Type C to
 USB Type C, USB Type A to USB Type B,
 CAT6A Ethernet cable, HDMI Type A (x2),
 A/C cables (x2), Power Supplies (x2),
 Documentation.

T		• 4 4		1 1 1.	41 1	• 4
•	herehv	commit to a	romniv and	1 deliver	the above	e requirements.

	Name of Company (in print)
Signatu	re of Company Authorized Representative
	Name & Designation (in print)

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	1 1916
	Danc

# Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

### Legal Documents

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

## <u>and</u>

## **Technical Documents**

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

#### or

Original copy of Notarized Bid Securing Declaration; and

- (e) Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- Original duly signed Omnibus Sworn Statement (OSS); and Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder;

## Financial Documents

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

#### or

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

## 25 FINANCIAL COMPONENT ENVELOPE

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





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## **Bid Form**

Date:	
	<del></del>
Invitation to Bid <sup>2</sup> N°:	
·	

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, "Supply and Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)" in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Lot	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
	High-End Laptop	Pc	10		
1	Mid-Range Laptop	Pc	23		
	Desktop (All-In- One)	Set	29		

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 <u>BDS</u> 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:<sup>3</sup>

<sup>&</sup>lt;sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>&</sup>lt;sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.



## **BUREAU OF CUSTOMS** MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



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	Name and address of agent	Amount and Currency	Purpose of Commission or gratuity	
	(if none, state "None"	·		
accepta	nce thereof and your Nove understand that you a	otice of Award, shall	ecuted, this Bid, together be binding upon us.  the Lowest Calculated Bid	·
W		we comply with the el	igibility requirements as pe	r <b>ITB</b> Clause 10 of
owner a authorit behalf f coopera particip	and sole proprietor or a cy to participate, submit for the <i>Name of Project</i> atives, or joint ventures,	authorized representate the bid, and to sign a coff the <i>Name of the Proinsert:</i> is granted fulled to sign and execute	gned, [for sole proprietors, ive of <u>Name of Bidder</u> , has and execute the ensuing concurring <u>Entity</u> ] [for partners, power and authority by the the ensuing contract on the <u>y</u> ].	the full power and tract, on the latter's ships, corporations, <u>Name of Bidder</u> , to
	Te acknowledge that fard Schedule of Prices, sh		d every page of this Bid F e rejection of our bid.	form, including the
Dated the	his	day of	20	
 [signati	ure]	[in the	capacity of]	

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_







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## **Bid Form**

INTEGRITY

Date:	
T 14 14 NO	
Invitation to Bid <sup>4</sup> N°:	

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, "Supply and Delivery of ICT Equipment for the Project Management Unit (PMU) of the Philippine Customs Modernization Project (PCMP)" in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Lot	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
	Projector	Pc	1		
	Printer All-In-One Ink Tank	Pc	25		
	Scanner	Pc	2		
2	Heavy Duty Printer	Pc	1		
	External Hard Drive	Pc	2		
	Network Attached Storage 144TB Raw Storage	Pc	1		
	Speaker	Pc	2		

-

<sup>&</sup>lt;sup>4</sup> If ADB, JICA and WB funded projects, use IFB.





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Video Conference Monitor	Рс	2	
Video Conference Camera and Speaker	Set	1	

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 <u>BDS</u> 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:<sup>5</sup>

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

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

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

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

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

-

<sup>&</sup>lt;sup>5</sup> Applicable only if the Funding Source is the ADB, JICA or WB.





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,	•	gn each and every pa ound for the rejection	C	d Form, incl	uding the
Dated this	day of	20	·		
[signature]		[in the capacity of	7		
Duly authorized to sign	gn Bid for and on be	half of			







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## **Price Schedule for Goods Offered from Within the Philippines**

## For Goods Offered from Within the Philippines

Name	e of Bidder	·			Projec	et ID No		Page	_0f
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)
Legal	Name:								

Duly authorized to sign the Bid for and behalf of:







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## Price Schedule for Goods Offered from Abroad

### For Goods Offered from Abroad Name of Bidder \_\_\_\_\_ Project ID No.\_\_\_\_ Page \_\_\_ of \_\_\_ 2 3 4 5 7 8 9 1 6 Unit price CIF Description Country Total CIF Unit Price Unit price Total Price Item Quantity of origin port of entry or CIP Delivered Delivered delivered Duty Unpaid Duty Paid DDP (specify port) or price per (DDU) CIP named place (DDP) (col 4 x 8) item (specify border (col. 4 x point or place of 5) destination) Name: \_\_\_\_\_ Legal Capacity:

Duly authorized to sign the Bid for and behalf of:







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

Business Name: Business Addres					
Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract
Submitted by :	(Printed	Name & Signa			
Designation : _					
Date :					



Pusinoss Nomo:





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## List of all Ongoing Government & Private Contracts including

## Contracts awarded but not yet started

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

(Printed Name & Signature)

### **Instructions:**

Designation

Date

- 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 bidded) 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.



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### **Contract Agreement Form**

	THIS AGREEMENT made the	day of	20	between [name of
<b>PROC</b>	URING ENTITY] of the Philippines	(hereinafter ca	alled "the Entity")	of the one part and
[name	of Supplier] of [city and country of	<i>f Supplier]</i> (hei	reinafter called "th	e Supplier") of the
other p	art:			

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)		





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## **Omnibus Sworn Statement**

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

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct:
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;





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6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN	WITNESS	WHEREOF,	I have	hereunto	set	my	hand	this	 day	of	,	20	at
	<b>,</b>	Philippines.											

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]





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## [Insert signatory's legal capacity] Affiant

of execution], Philippines. Affiant/s is/are per	fore me this day of [month] [year] at [place sonally known to me and was/were identified by a defined in the 2004 Rules on Notarial Practice
(A.M. No. 02-8-13-SC). Affiant/s exhibite	d to me his/her [insert type of government
identification card used], with his/her photog	graph and signature appearing thereon, with no.
and his/her Community Tax Certifi	cate No issued on at
Witness my hand and seal this day	y of [month] [year].
7	NAME OF NOTARY PUBLIC
	Serial No. of Commission
	Notary Public for until
	Roll of Attorneys No
	PTR No [date issued], [place issued]
	BP No [date issued], [place issued]
Doc. No	
Page No	
Book No	
Series of	





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### **BID SECURING DECLARATION FORM**

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

## **BID SECURING DECLARATION**

**Invitation to Bid:** [Insert Reference number]

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

I/We<sup>6</sup>, 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.
- 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;

<sup>&</sup>lt;sup>6</sup> Select one and deschedulelete the other. Adopt the same instruction for similar terms throughout the document.



Series of \_\_\_\_\_

## BUREAU OF CUSTOMS MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM INTEGRITY ACCOUNTABIL

(c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract. IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month] [year] at [place of execution]. [Insert NAME OF BIDDER'S AUTHORIZED *REPRESENTATIVE*] [Insert Signatory's Legal Capacity] **Affiant SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_. Witness my hand and seal this \_\_\_\_ day of [month] [year]. NAME OF NOTARY PUBLIC Serial No. of Commission \_\_ Notary Public for \_\_\_\_\_ until \_\_\_\_ Roll of Attorneys No. \_\_\_\_\_ PTR No. \_\_\_\_[date issued], [place issued] IBP No. \_\_\_\_\_ [date issued], [place issued] Doc. No. \_\_\_\_\_ Page No. \_\_\_\_ Book No. \_\_\_\_

