



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

**BIDDING DOCUMENTS FOR THE
SUPPLY, DELIVERY, INSTALLATION
AND COMMISSIONING OF SESSION
INITIATED PROTOCOL (SIP) TRUNKING
AND AN IP PBX SYSTEM, COLLABORATION
AND CONTACT CENTER SOLUTION AND
RELATED EQUIPMENT**

**Project ID No.: BOC-GOODS-2023-16
November 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.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

SECTION I. INVITATION TO BID

“Supply, Delivery, Installation and Commissioning of Session Initiated Protocol (SIP) Trunking and an IP PBX System, Collaboration and Contact Center Solution and Related Equipment”

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2023 General Appropriations Act intends to apply the sum of Thirty-Four Million Pesos (₱34,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Supply, Delivery, Installation and Commissioning of Session Initiated Protocol (SIP) Trunking and an IP PBX System, Collaboration and Contact Center Solution and Related Equipment”. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on December 06, 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 of Twenty-Five Thousand Pesos (P25,000.00). 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 December 13, 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. The Letter of Intent shall be sent through email, thereafter, confirmation link shall be sent via Microsoft Teams.

7. All bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before December 26, 2023, 9:30 a.m. Any 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. The bid opening shall be conducted on December 26, 2023, 10:00 a.m. at the given address below submitted 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. 526-6571
Email address: bacsecretariat@customs.gov.ph

12. You may visit the following websites:

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

Date issued: November 06, 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, Delivery, Installation and Commissioning of Session Initiated Protocol (SIP) Trunking and an IP PBX System, Collaboration and Contact Center Solution and Related Equipment” with identification number BOC-GOODS-2023-16.

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

2. Funding Information

2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2023 General Appropriations Act in the amount of Thirty-Four Million Pesos (₱34,000,000.00).

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until April 24, 2024. 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**.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Supply, Delivery, Installation and Commissioning of Session Initiated Protocol (SIP) Trunking and an IP PBX System, Collaboration and Contact Center Solution and Related Equipment.”</p> <p>The identification number of the Contract is BOC-GOODS-2023-16.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2023 General Appropriations Act in the amount of Thirty-Four Million Pesos (₱34,000,000.00).</p>
3	No further instruction.
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.
5.2	Foreign bidders are not allowed.
5.3	<p>The bidder must have completed, five (5) years prior to December 26, 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.</p> <p>Bidders must include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Installation of Unified Communication Solution, Equipment and Professional Services”</p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on December 13, 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	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than ₱680,000.00, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than ₱1,700,000.00, or 5% if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>All documents within the Bid (both Original and Photocopies), along with any accompanying attachments like brochures etc., must be originally certified as true copies by the authorized representative.</p>
19.3	<p>Partial bids are not allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents:</p> <ol style="list-style-type: none"> 1. Must submit an NTC License / permit. 2. Bidder must have an employed Certified Project Management Professional (PMP) or its equivalent. Must attach valid certification certified true copy by the issuing entity. 3. Bidder must have at least One (1) Licensed Electrical Engineer and One (1) Licensed Electronic Communication Engineer who are currently employed in the contractor's company trained and certified in the design and installation of cabling system, available for 24 by 7 for technical support. 4. Must submit a satisfactory rating certificate from at least three (3) clients for similar projects. One reference (out of the 3) is from a government agency. 5. Bidder must provide list of Service Center/s in the Philippines. 6. Bidder must provide a proof of concept. 7. All components should have a minimum 1-year warranty from the completion and acceptance of the project. 8. 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>). 9. 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 8. Mayor's Permit, Tax Clearance and DTI or SEC Registration.
21.1	No further instruction

Section IV. General Conditions of Contract

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1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p>
2.2	<p>Payment shall be made after formal acceptance of deliverables, and 10% shall be retained until completion of contract.</p>
3	<p>No further instructions.</p>
4	<p>Inspections and Tests</p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.</p>
5.1	<p>Warranty is based on the technical specifications.</p>
5.2	<p>No further instructions.</p>
6	<p>No additional provision.</p>

Section VI. Schedule of Requirements

Item	Description	Delivery Date
1	<p>Provision and management of a Session Initiated Protocol (SIP) Trunking services and an IP PBX system by an Internet Telephony Service Provider (ITSP) or by a Telephone Company (TELCO) authorized by the National Telecommunications Commission (NTC) that has nationwide coverage as certified by the NTC.</p>	<p>Deliver within ninety (90) calendar days after receipt of Notice to Proceed to be delivered in ICT Building, South Harbor, Port Area Manila.</p>
	<p>Supply and Delivery of Contact Center Solution and Related Equipment</p>	
	<p>Subscriptions, Support and Maintenance for 24 months</p>	

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VII. Technical Specifications

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

Item	Specifications	Statement of Compliance
	<p><u>General Specifications</u></p> <ul style="list-style-type: none"> • The Bid is deemed to have been based on current data, including physical conditions at the site. The TELCO or ITSP acknowledges and warrants that it has inspected and examined the site and their surroundings, and has satisfied itself by submitting its Bid as to the requirements of the work and materials necessary for the completion of the works, and the means of access to the site, the accommodation it may require, and that it has obtained for itself, all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition. • The installation of SIP Trunks and routers, activation of 300 DID numbers and implementation of the IPPBX system shall be completed within 120 calendar days reckoned from the date stated in the Notice to Proceed (NTP). • SIP service should be operational 24 hours a day, 7 days a week, and 365 days a year continuously, including holidays. • All services shall be bid and paid in Philippine Pesos, at a fixed monthly rate, inclusive of all taxes and any other fees or charges. Rates are not subject to fluctuations in foreign currency valuations. 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> • The Service Provider shall provide credits in the next monthly billing for all downtimes of the voice service. This will be subject for SLA (Service Level Agreement). • Service Provider will provide as-built documentation and corresponding updates consistent with major in-scope adds/moves/changes to the Customer Network. 	
	<p><u>General Requirements</u></p> <ul style="list-style-type: none"> • The Bidder shall have at least 9 years’ experience in undertaking similar project. • Provider shall consider the following for deployment of the Contact Center ticketing solution. The Provider must include reference documents or web links for compliance or must indicate specific features that shall be shown in the Proof of Concept (POC) during post-qualification, POC may be done via an online presentation. • Must support single infrastructure for voice and video endpoints. • The system must be able to handle different tools of communications - mobile clients, phones, video phones, smartphones - having the same collaboration experience. • Must support VPN-less connection to extend the benefits of multimedia collaboration outside BOC corporate office using any device. • Must be equipped with pre-loaded applications for voice, mobility, and conference. • Must be compatible and must reuse the existing 200 units of IP phones. • The system should support 25 contact center agent licenses including call recording. • Provision for a ticketing system for the 25 contact center agents. • Offered IP Telephony and Contact Center System must be an on-premise solution. 	
	<p><u>Collaboration Solution</u></p> <ul style="list-style-type: none"> • Specifications of SIP IP Trunk <ul style="list-style-type: none"> - SIP trunk should support G.729 and G.711 codec - SIP Trunk must support up to 90 concurrent calls. - The Bidder must retain the existing BOC ISDN Number Block - Fast Ethernet interface handover to the IP PBX or Voice Gateway - Telco or ITSP must not sub-contract the telephony service. - The bidder must provide 300 DID numbers - SIP IP trunk subscription is 24Months 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> • Specifications of Server for Collaboration Apps (2 units) <ul style="list-style-type: none"> ▪ Each Server must include the following: <ul style="list-style-type: none"> - One (1) Intel CPU 6326, with at least 2.9 GHz/16 core - Six (6) 16 GB RDIMM memory, total of 96 GB memory - Sixteen (16) 600GB 12G SAS 10K RPM SFF hard disk - Redundant power supply with power cables - Pre-installed virtualization hypervisor and virtualization license - Must include required Operating System licenses • Specifications of Server for VPN-less connection (2 units) <ul style="list-style-type: none"> ▪ Server must include the following: <ul style="list-style-type: none"> - One (1) Intel CPU 4310T, with at least 2.3 GHz/10Core - Four (4) 16 GB RDIMM memory, total of 64 GB memory - Six (6) 600GB 12G SAS 10K RPM SFF hard disk - Redundant power supply with power cables - Pre-installed virtualization hypervisor and virtualization license - Must be set-up in demilitarized zone - Must be set-up behind the firewall for secure connections • Specifications of Server for Recording <ul style="list-style-type: none"> ▪ Server must include the following: <ul style="list-style-type: none"> - 2 x 16GB DDR5-4800 RDIMM 1Rx8 (16Gb) - 2 x 1.2 TB 12G SAS 10K RPM SFF HDD (512n) Raid 1 (OS, SW, Logs etc) - 2 x 600GB 12G SAS 10K RPM SFF HDD Raid 1 (DB) - 3 x 600GB 12G SAS 10K RPM SFF HDD Raid 5 (Media) - 2 x 240GB M.2 SATA Micron G1 SSD - Redundant power supply with power cables - At least Four Gigabit Ethernet port - Must include virtualization license - Must include database license - Must include required Operating System licenses • Specifications of Gateway <ul style="list-style-type: none"> - License to support voice functionality - 90 SIP trunk licenses for PSTN connectivity - Gateway must support up to 400 SIP trunk for future requirement - Must have two built-in network module slots and one enhanced service module for future expansion. 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> - Must be redundant • Software Licenses <ul style="list-style-type: none"> ▪ Upgrade of existing Telephony Licenses and Additional Licenses <ul style="list-style-type: none"> - 250 CUWL licenses - 250 Basic licenses - 52 Additional CUWL licenses for mobile users - 4 Telepresence license • Contact Center License <ul style="list-style-type: none"> - 25 contact center agent licenses - Must be able to support both supervisor and agent - 25 Voice recording - Contact center application H.A License • Contact Center Features <ul style="list-style-type: none"> - Must support web-based interface for agents and supervisor desktop, no client-side installations will be required. - Must support route on skill competency - Must support inbound calls - Must support conditional routing (time of day, day of week, custom variables and so on). - Must support barge-in and silent monitoring. - Must have wrap-up code capability. - Must have historical, real-time reports and dashboards. • Operator Console <ul style="list-style-type: none"> - Must include two (2) advance licenses for the operator console - Must support server redundancy - Support for 100 queues with prioritization - 100,000 contacts and synchronize directly with Microsoft Active Directory 	
	<p><u>Specifications of The Additional Phone Requirement</u></p> <ul style="list-style-type: none"> • Contact Center Agent’s phones (25 units) <ul style="list-style-type: none"> - Supports four (4) programmable lines keys - With 384 x 106 pixels display with white backlighting - Must have two internal 10/100/1000BASE-T Ethernet network - Support full-duplex speakerphone 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> - Supports analog headset jack with standard wideband-capable RJ-9 audio port - Must include license for the registration of phone on Call Manager - Must be POE capable • Conference Phone (8 units) <ul style="list-style-type: none"> - With 3.9-inch 480x128-pixel color LCD display - Must have two internal 10/100 BASE-T Ethernet network - Support full-duplex speakerphone - Can support 360-degree coverage for all sizes of conference phone. - Must include external wired microphone - Must include license for the registration of phone on Call Manager - Must be POE capable • Operator’s Phone (2 units) (for Reception or Trunk operator) <ul style="list-style-type: none"> - Supports five (5) programmable lines keys - With 800 × 480, 24-bit color, 5-in. WVGA display - Must have two internal 10/100/1000BASE-T Ethernet network - Support full-duplex speakerphone - Must include one expansion module for that can support up to 36 soft keys button - The phone can support up to three expansion modules for future requirement - Must include license for the registration of phone on Call Manager - Must be POE capable • Mid – level phones (310 units) <ul style="list-style-type: none"> - Supports four (4) programmable lines keys - With 384 x106 pixels display with white backlighting - Must have two internal 10/100/1000BASE-T Ethernet network - Support full-duplex speakerphone - Supports analog headset jack with standard wideband-capable RJ-9 audio port - Must include license for the registration of phone on Call Manager - Must be POE capable • Video Phones (17 units) (Collection Districts) <ul style="list-style-type: none"> - Supports five (5 programmable lines) 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> - Video capable IP phone that can support 720p HD two-way video - With 5-in. high-resolution (800 x 480) widescreen VGA backlit color display - Must have two internal 10/100/1000BASE-T Ethernet network - Support full-duplex speakerphone - Must include license for the registration of phone on Call Manager <ul style="list-style-type: none"> • Video Phones (23 units) (Commissioner, Deputy Commissioner, Assistant Commissioner, Directors) <ul style="list-style-type: none"> - Supports five (5 programmable lines) - Video capable IP phone that can support 720p HD two-way video - With 5-in. high-resolution (800 x 480) widescreen VGA backlit color display - Must have two internal 10/100/1000BASE-T Ethernet network - Support full-duplex speakerphone - Must include license for the registration of phone on Call Manager <ul style="list-style-type: none"> • Video Con Endpoint (1 unit Dev Comm) <ul style="list-style-type: none"> - Must include camera, microphones, codec and speakers which are all integrated in a single device only - Camera must have a speaker tracking capabilities - Must have 4K content sharing - Must have 4K video output/resolution - Must be capable of wired and wireless connection - Must include two external microphones - Must include HDMI presentation cable - Must include license for registration to videoconferencing infrastructure <ul style="list-style-type: none"> • Web conferencing (30 concurrent host with 1000 participants each) <ul style="list-style-type: none"> - Must have meeting, event and trainings capability - Must be a cloud-based solution that can support multi conferencing for web, mobile app, on-premise and cloud SIP or H.323 videoconferencing endpoints/clients 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> - Existing and proposed videoconferencing endpoint must be able to join on the proposed cloud-based web conferencing solution (Please see Annex A). - Must be able to support scheduled meeting and create an ad-hoc meeting whenever needed, or start a new meeting, instantly. - Must support integrated voice, video, and content sharing in one meeting. - Must have break-out sessions - The proposed solution must support VOIP audio. - Conference host must have the capability to lock meetings to prevent unintended participants from joining. - Conference host must have the capability to mute, hard mute, unmute, and drop any participant. - Must be able to support up to 25 SIP or H.323 video conferencing/client on a single conference - Must support recording of meetings. - Must include at least 1GB storage per user for the recordings. 	
	<p><u>Contact Center Ticketing Solution</u></p> <ul style="list-style-type: none"> • Should be web-based access • Must include license for 25 agents • Should be deployed on-premise. • The vendor must provide (1) server for the ticketing solution. • Must have the ability to facilitate case management. • Must be able to open New Cases • Should be able to assign Cases. • Must be able to delete Cases. • Must be able to resolve Cases. • Must be able to cancel Cases. • Must be able to Create Services • Must be capable of deactivating Services. • Must be capable of adding New Service Activity • Must be capable of changing Status. • Must be capable of showing/Hiding Conflicts • Must be capable of creating Draft Knowledge Base Articles • Ability to categorize / tag knowledge articles (e.g., Topic) • Must be capable of publishing solutions to the knowledge base with an approval process, designate a knowledge management 	

Item	Specifications	Statement of Compliance
	<p>article as public or non-public (private) and publish to specified audience.</p> <ul style="list-style-type: none"> • Ability to set keywords search to find solutions based on request description. • Must be capable of dashboard Creation. • Ability to define SLA for response time. • Ability to define SLA for resolution time. • Supports OLA (operational level agreement) • Ability to assign service level agreements (SLAs) automatically based on ticket parameters. • Assign tickets to technicians automatically with the technician auto assign based on round-robin or load balancing algorithms. • Must be able to keep track of your customer requests and issues by creating support cases. • Ability to create case via emails, user portal or phone calls. • Ability to customize the incident and service templates/forms and set additional fields • Should be able to quickly check if there is an existing case or open a new case and start tracking the issue when a customer contacts support with a question or problem. • Should be able to escalate, reassign, or put a case back into the service queue if support don't have enough information or time to work on it. • Must be capable of merging cases to eliminate redundancies between similar cases. • Must be capable of automatic escalation/notification of requests that exceed defined thresholds for response and resolution time. • Must have ticket prioritization based on impact / urgency matrix. • Must provide pre-built reporting templates for different reporting requirements. • Ability to create custom and query reports. • Reports can be exported as HTML, PDF, CSV, XLS. • Ability to configure system high availability/failover service as needed for future expansion. Any additional server and OS requirement for failover/high availability configuration will be c/o of BOC. 	
	<p><u>Contact Center Call Recording System</u></p>	

Item	Specifications	Statement of Compliance												
	<ul style="list-style-type: none"> • Must be able to record the telephone conversation on twenty-five (25) extensions or agents • Must be able to record telephone conversations on a 24/7 basis/period • Must be able to contain/store at least six (6) months of recorded conversations. • Must include a facility to review recordings based on the local extension, agent ID, caller ID, date, and time. • The review of recordings must be accessible over the existing ethernet Local-Area-Network (LAN) • Must be able to use different web base browser for administration, retrieval, and playback of recordings. • Must be able to download or export the recordings in windows media file format. • Must be able to monitor the Active/Live calls real-time. • Must be manage recordings retention period and support offline archive solution. • Must be able to accommodate future expansion and advance features (Screen Recording, Quality Monitor, High Availability, Encryption, Workforce Management/Optimization). • No need for additional license in order to access, retrieve, playback, and download recordings. • Must be able to manage user security access and group partition • Must be an on-premise system 													
	<p><u>GSM Gateway (2 Units With 4-Port Sim Quad Band)</u></p> <ul style="list-style-type: none"> • Specifications the 2 units of GSM Gateway should comply with the below minimum requirements: <ul style="list-style-type: none"> - 4 port SIM Quad Band - Up to 4 concurrent call - G.711 A/U law - Frequency Range: GSM 850/900/1800/1900MHz - Sim card must be included. 													
	<p><u>DISTRIBUTION LIST</u></p> <table border="1" data-bbox="306 1832 1209 2027"> <thead> <tr> <th data-bbox="306 1832 440 1877">Item</th> <th data-bbox="440 1832 695 1877">Port</th> <th data-bbox="695 1832 935 1877">Address</th> <th data-bbox="935 1832 1209 1877">Equipment/QTY</th> </tr> </thead> <tbody> <tr> <td data-bbox="306 1877 440 1921"></td> <td data-bbox="440 1877 695 1921">Head Office</td> <td data-bbox="695 1877 935 1921"></td> <td data-bbox="935 1877 1209 1921"></td> </tr> <tr> <td data-bbox="306 1921 440 2027">1</td> <td data-bbox="440 1921 695 2027">BOC Head</td> <td data-bbox="695 1921 935 2027">16th St. Gate 3 Port Area, Manila</td> <td data-bbox="935 1921 1209 2027">All remaining equipment</td> </tr> </tbody> </table>	Item	Port	Address	Equipment/QTY		Head Office			1	BOC Head	16th St. Gate 3 Port Area, Manila	All remaining equipment	
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	Head Office													
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Item	Specifications			Statement of Compliance
		Manila Ports		
2	Port of Manila	16th St. Gate 3 Port Area, Manila	1 Video Phone 3 Mid Level Phone	
3	MANILA INTERNATIONAL CONTAINER PORT	Isla Putting Bato, North Harbor, Tondo Manila.	1 Video Phone 3 Mid Level Phone	
4	NAIA	Bureau of Customs – NAIA Old Mia Road, Pasay City	1 Video Phone 3 Mid Level Phone	
		Regional Ports		
5	Port of Cebu	BOC Building, CIP Complex, Osmeña Blvd., North Reclamation Area, Cebu City	1 Video Phone 3 Mid Level Phone	
6	Port of Batangas	Bureau of Customs, Port of Batangas, Brgy. Sta. Clara, Batangas City	1 Video Phone 3 Mid Level Phone	
7	Port of Davao	Km. 10 Sasa Wharf, Sasa, Davao City	1 Video Phone 3 Mid Level Phone	
8	PORT OF SUBIC	Bureau of Customs BLDG. 307 CANAL RD. SBMA OLONGAPO CITY	1 Video Phone 3 Mid Level Phone	
9	PORT OF CLARK	Bureau of Customs M.A. Roxas Highway, Clark Freeport Zone (back of American Cemetery), Angeles City	1 Video Phone 3 Mid Level Phone	
10	Port of San Fernando	1300 Pennsylvania Ave., Poro Point, San Fernando City, La Union	1 Video Phone 3 Mid Level Phone	
11	Port of Aparri	Bureau of Customs Punta, Aparri, Cagayan	1 Video Phone 3 Mid Level Phone	

Item	Specifications				Statement of Compliance
12	Sub-Port ILOILO	of	BOC Building, Port of ILOILO, COR MUELLE LONEY, GEN MACARIO, PERALTA ST., ILOILO CITY	1 Video Phone 3 Mid Level Phone	
13	Port of Tacloban		Trece Martirez St. Tacloban City	1 Video Phone 3 Mid Level Phone	
14	Port of Surigao		Bureau of Customs PPA Compound, Port Area, Surigao City	1 Video Phone 3 Mid Level Phone	
15	Port of Cagayan de Oro		Bureau of Customs Corrales Extension, Macabalan Cagayan de Oro City	1 Video Phone 3 Mid Level Phone	
16	Port Zamboanga	of	1 Video Phone 3 Mid Level Phone	1 Video Phone 3 Mid Level Phone	
17	Legaspi		Port of Legaspi, Quezon Ave. Ext. Pier Side Legapi City	1 Video Phone 3 Mid Level Phone	
18	Lamay Bataan		Old national Rd. Lamao, Limay Bataan	1 Video Phone 3 Mid Level Phone	
<u>SERVICE LEVEL AGREEMENT AND REBATES</u>					
<ul style="list-style-type: none"> • The Service Provider shall provide industry standard Service Level Agreement (SLA) which shall carry a corresponding “Performance Credit” or rebate in favor of BOC should any of the committed parameters mentioned below is not met. • Service availability shall be based on the transport medium used to deliver the SIP Trunk Service.: <ul style="list-style-type: none"> - Fiber last mile – 99.6% - Copper last mile – 99.6% - Microwave radio last mile – 99.5% • Render 24 hours x 7 days customer service support. Status update will be given within thirty (30) minutes from receipt of the complaint and thirty (30) minutes thereafter if necessary. 					

Item	Specifications	Statement of Compliance																
	<ul style="list-style-type: none"> • Four (4) hours response time for technical problem that requires onsite services. For problem reported after 7:00 PM, services shall be rendered 8:00 in the morning of the following business day. • If the interruption is attributable to the Service Provider, as acknowledged by the Service Provider’s Fault Management Center, the Service Provider shall voluntarily make the appropriate “Performance Credit” or rebate to BOC without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month. • Credit for Interruptions to service will be allowed as follows: <ul style="list-style-type: none"> - Interruptions of 24 Hours or less <table border="1" data-bbox="432 696 1070 1025"> <thead> <tr> <th data-bbox="432 696 791 739">Length of Interruption</th> <th data-bbox="791 696 1070 739">Rebate Factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 739 791 781">Less than 30 minutes</td> <td data-bbox="791 739 1070 781">None</td> </tr> <tr> <td data-bbox="432 781 791 824">30-179 minutes</td> <td data-bbox="791 781 1070 824">1/10 day</td> </tr> <tr> <td data-bbox="432 824 791 866">180-359 minutes</td> <td data-bbox="791 824 1070 866">1/5 day</td> </tr> <tr> <td data-bbox="432 866 791 909">360-539 minutes</td> <td data-bbox="791 866 1070 909">2/5 day</td> </tr> <tr> <td data-bbox="432 909 791 952">510-719 minutes</td> <td data-bbox="791 909 1070 952">3/5 day</td> </tr> <tr> <td data-bbox="432 952 791 994">720-899 minutes</td> <td data-bbox="791 952 1070 994">4/5 day</td> </tr> <tr> <td data-bbox="432 994 791 1025">900-1440 minutes</td> <td data-bbox="791 994 1070 1025">1 day</td> </tr> </tbody> </table> - For interruption over 24 hours, credit will be allowed in 1/5-day multiples for each 3-hour period of interruption or fraction thereof over 24 hours. - All incidences of interruptions should be included in the monthly reporting. • A summary of all issues logged, along with their corresponding SLA scores shall be included in the monthly report. • For interruptions due to Force Majeure, the Service Provider shall restore service at the earliest possible time. In the event that service is not restored within specified period, then the Service Provider shall an additional credit of 1 day for each 24-hour period the service is not restored beyond the committed date. • Service Provider shall attend BOC Change Management technical meetings as scheduled. • Service Provider will work with BOC to define requirements, design, document, and work with Service Provider operations to implement changes on Managed Devices only. Service Provider’s Operations perform the Change Management activities and Service Provider’s Network Engineer performs billable, design-impacting Managed Device changes. 	Length of Interruption	Rebate Factor	Less than 30 minutes	None	30-179 minutes	1/10 day	180-359 minutes	1/5 day	360-539 minutes	2/5 day	510-719 minutes	3/5 day	720-899 minutes	4/5 day	900-1440 minutes	1 day	
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Item	Specifications	Statement of Compliance																
	<p><u>MAINTENANCE AND AFTERSALES SUPPORT</u></p> <ul style="list-style-type: none"> • Scope of the Service Provider for the SIP Trunk, IP PBX, Servers for Collaboration, GSM Gateway, Various Phones, Video Con Endpoint and video phones. • All equipment will be delivered by Provider at BOC Head Office except for equipment listed in the distribution list. • Provider will provide replacement for the defective unit during the duration of the 24-month subscription and support period • Warranty and Support for the SIP Trunk and all Collaboration Components except endpoint devices is 24x7 • Warranty and Support for the endpoints i.e. UC Phones, IP Phones, Conference Phones, Video Phones and Room Kit is 8X5XNBD. • Hardware warranty is extended 6 months after the end of subscription period. • All equipment and licenses shall be owned by BOC at the end of the subscription period. 																	
	<p><u>MILESTONE PAYMENT</u></p> <table border="1" data-bbox="343 1070 1193 2027"> <thead> <tr> <th data-bbox="343 1070 576 1144">General Description</th> <th data-bbox="576 1070 767 1144">Delivery</th> <th data-bbox="767 1070 948 1144">% of Amount</th> <th data-bbox="948 1070 1193 1144">Documentary Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="343 1144 576 1420">Submission of Inception Report and Project Plan</td> <td data-bbox="576 1144 767 1420">Within Fifteen (15) calendar days from receipt of Notice to Proceed</td> <td data-bbox="767 1144 948 1420">10%</td> <td data-bbox="948 1144 1193 1420">Approved Inception Report and Project Plan</td> </tr> <tr> <td data-bbox="343 1420 576 1805">Delivery and installation of all hardware, software and other equipment for all sites</td> <td data-bbox="576 1420 767 1805">Within Sixty (60) calendar days from receipt of Notice to Proceed and approval of Inception Report</td> <td data-bbox="767 1420 948 1805">30%</td> <td data-bbox="948 1420 1193 1805">Delivery receipts; Certificate of Inspection and Acceptance issued by BOC;</td> </tr> <tr> <td data-bbox="343 1805 576 2027">Configuration and commissioning of all hardware, software, other</td> <td data-bbox="576 1805 767 2027">Within ninety (90) calendar</td> <td data-bbox="767 1805 948 2027">30%</td> <td data-bbox="948 1805 1193 2027">Certificate of Inspection and Acceptance issued by BOC; Weekly Progress Reports with</td> </tr> </tbody> </table>	General Description	Delivery	% of Amount	Documentary Requirements	Submission of Inception Report and Project Plan	Within Fifteen (15) calendar days from receipt of Notice to Proceed	10%	Approved Inception Report and Project Plan	Delivery and installation of all hardware, software and other equipment for all sites	Within Sixty (60) calendar days from receipt of Notice to Proceed and approval of Inception Report	30%	Delivery receipts; Certificate of Inspection and Acceptance issued by BOC;	Configuration and commissioning of all hardware, software, other	Within ninety (90) calendar	30%	Certificate of Inspection and Acceptance issued by BOC; Weekly Progress Reports with	
General Description	Delivery	% of Amount	Documentary Requirements															
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Configuration and commissioning of all hardware, software, other	Within ninety (90) calendar	30%	Certificate of Inspection and Acceptance issued by BOC; Weekly Progress Reports with															

Item	Specifications				Statement of Compliance
	equipment and SIP Trunk/ IP PBX for all sites.	days from receipt of Notice to Proceed and approval of Inception Report		attached installation reports; Billing statement	
	SIP IP PABX service	SIP IP trunk service subscription	30% (subdivided per quarter for 2 years or 24 months)	Certificate of subscription; Certificate Acceptance issued by BOC; Billing statement	
<ul style="list-style-type: none"> • Distribution and delivery: Refer to Technical Requirements • Testing Parameters/Procedures (As Applicable): Compliance with the above-stated requirements. • (Required) Manuals (as applicable): Mandatory Manual/Procedures and as specified above. • Training, no. of employees and place (as applicable): Min. 5 days for 10 employees; place to be provided by BOC. • Acceptance Parameters (as applicable): Unless specified above, acceptance consists of testing the network configuration including video and voice transmission and availability among others 					

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

and

Technical Documents

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

Financial Documents

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

or

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

25 FINANCIAL COMPONENT ENVELOPE

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



Bid Form

Date: _____

Invitation to Bid² N^o: _____

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, **“Supply, Delivery, Installation and Commissioning of Session Initiated Protocol (SIP) Trunking and an IP PBX System, Collaboration and Contact Center Solution and Related Equipment”** in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

ITEM	DESCRIPTION	TOTAL COST
1	Provision and management of a Session Initiated Protocol (SIP) Trunking services and an IP PBX system by an Internet Telephony Service Provider (ITSP) or by a Telephone Company (TELCO) authorized by the National Telecommunications Commission (NTC) that has nationwide coverage as certified by the NTC.	
	Supply and Delivery of Contact Center Solution and Related Equipment	
	Subscriptions, Support and Maintenance for 24 months	

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

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

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

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



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

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

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

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

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

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

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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



Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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



Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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



Statement of Single Largest Completed Contract which is similar in nature

Business Name: _____

Business Address: _____

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____



List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name: _____

Business Address: _____

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.



CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [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 in specified currency*] (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**



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3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]



Omnibus Sworn Statement

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*



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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
 Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]



BID SECURING DECLARATION FORM

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

