# Bases Conversion and Development Authority

**Procurement of the Cloud-based Procurement and Asset Monitoring System (PAMS)** 

November 2021

# TABLE OF CONTENTS

SECTION I.	Invitation to Bid	2
SECTION II.	Instructions to Bidders	5
SECTION III.	BID DATA SHEET	13
SECTION IV.	GENERAL CONDITIONS OF CONTRACT	15
SECTION V.	SPECIAL CONDITIONS OF CONTRACT	17
SECTION VI.	SCHEDULE OF REQUIREMENTS	21
SECTION VII.	TECHNICAL SPECIFICATIONS	22
SECTION VIII.	CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	38
SECTION IX.	BIDDING FORMS	40
SECTION X	SCHEDULE OF RIDDING ACTIVITIES	50



# Section I. Invitation to Bid

# PROCUREMENT OF CLOUD-BASED PROCUREMENT AND ASSET MONITORING SYSTEM

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), through 2021 BCDA's Corporate Operating Budget, intends to apply the amount of Two Million Pesos (Php 2,000,000.00), inclusive of all applicable government taxes and fees, being the total Approved Budget for the Contract (ABC) for the Procurement of Cloud-based Procurement and Asset Monitoring System.

Bids received in excess of the Approved Budget for the Contract (ABC) shall be automatically rejected at the bid opening.

2. The BCDA now invites bids for the **Procurement of cloud-based Procurement and Asset Monitoring System**. Bidders should have completed, within three (3) years (October 2018 to October 2021) prior to the date of submission and receipt of bids, a contract similar to the Project equivalent to at least 50% of the ABC. The description of an eligible bidder is contained in the Instruction to Bidders (ITB) of the Bid Documents.

The Delivery of the Goods is required within twelve (12) months, from the receipt of Notice to Proceed.

- 3. Selection of winning bidders will be through public bidding procedures pursuant to Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act", and its Revised Implementing Rules and Regulations (RIRR). Participation 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.
- 4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 RIRR of RA 9184.
- 5. 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 5183.
- 6. Interested bidders may obtain further information from BCDA and inspect the Bidding Documents at 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup>

Avenue, Bonifacio Global City, Taguig City during business hours from 8:00 AM to 3:00 PM and/or at the BCDA website (https://bcda.gov.ph/bids).

7. A complete set of Bidding Documents may be acquired by interested Bidders at the above-given address starting 27 November 2021 up to 19 December 2021 from 8:00 AM to 3:00 PM except Saturdays, Sundays, and Holidays, and until 9:00 AM on 20 December 2021 (Monday), upon payment of a non-refundable fee of Five Thousand pesos (Php 5,000.00), pursuant to the RIRR of RA 9184:

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcda.gov.ph), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. BCDA will hold a Pre-Bid Conference on **06 December 2021 (Monday) at 10:00 AM** at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City and via video conferencing (online coverage) which shall be open to prospective bidders. To be able to join the online pre-bid conference, a scanned written request shall be made/emailed to the BAC Secretariat.
- 7. Bids must be duly received by the BAC Secretariat at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City on or before **20 December 2021 (Monday) at 9:00 AM.**
- 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 held on **20 December 2021 (Monday) at 10:00 AM** at the BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Late bids shall not be accepted.

10. The Pre-bid Conference and the Opening of Bids are hybrid events. Bidders may choose to attend online via zoom or attend in person at the BTC Office.

For those attending in person, the following guidelines must be followed:

- Only one (1) representative per interested bidder is allowed to attend the Pre-bid Conference and Opening of Bids and will be required to follow the BCDA Health Protocol for Visitors;
- Visitors are required to download the contact tracing app, i.e. StaySafe PH;
- The representative is required to present his/her vaccination card **or** RT-PCR negative test result valid for 72 hours before he/she can be allowed inside the BCDA office;
- Compliance to social distancing, wearing of face masks, body temperature screening inside BCDA office; and

- Observers/representatives who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature, and sneezing are advised not to proceed to the BCDA Office since they will not be allowed to enter the BCDA premises.
- 11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
- 12. BCDA 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.

For further information, please refer to:

Mr. Raul G. Buensalida Head, BAC for Goods Secretariat (02) 8575-1700 local 1731 / bacgsecretariat@bcda.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS (BAC-G) By:

JOSHUA M. BINGCANG Chairperson

# Section II. Instructions to Bidders

## 1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the Cloud-based Procurement and Asset Monitoring System as described in the Technical Specification herein the bidding documents (hereinafter referred to as the "Goods"), with identification number as described in Section VII. Technical Specification.

The Procurement Project (referred to herein as "Project") is Cloud-based Procurement and Asset Monitoring System, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for the procurement of Cloud-based Procurement and Asset Monitoring System in the amount of *Two Million and 00/100 (PhP2,000,000.00)*, inclusive of government taxes and fees.
- 2.2. The source of funding is the BCDA Corporate Operating Budget.

# 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 **IB** 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. If applicable,

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. 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:

#### If applicable:

- 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, if and when applicable:

- 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 subcontracting is NOT allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.3. 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 **December 6**, 2021 at 10:00 AM at the BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology

Center 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City Taguig City and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

# 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 **IB**, 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 three (3) years from the date of submission and receipt of bids, a contract similar to the Project.
- 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 **IB** 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.

11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

#### 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 Philippine Pesos.

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 one hundred twenty (120) calendar days from its issuance. 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 **IB.**
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

# 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 **IB**. 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.
  - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 may be. 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 as follows:
  - One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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, 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**.

# 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				
5.3	a.	a. For the procurement of cloud-based Procurement and Asset Monitoring System: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, within the past three (3) years (October 2018 to October 2021) from the date of submission and receipt of bids		
7.1	Subcont	racting is not allowed		
12	The price	ee of the Goods shall be quoted as de	elivered duty paid i	n Philippine Pesos.
14.1	forms and a.	cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or		
19.3	19.3 The Approved Budget for the Contract (ABC) is <i>Php 2,000,000.00</i> . Any Bid excess of the ABC shall not be accepted.		<b>00.00</b> . Any Bids received in	
	LOT	DESCRIPTION		TOTAL ABC  (inclusive of VAT and other applicable taxes and fees)
	A	Cloud-based Procurement and A System	sset Monitoring	Php 2,000,000.00
			TOTAL ABC	Php 2,000,000.00

#### Reminders to the bidders:

- a. Blacklisted consultants or service providers shall not be allowed to participate in the bidding.
- b. The bidder must have completed, within the period specified in the Invitation to Bid a Single Contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. (For this purpose "similar contracts' shall refer to contracts involving the provision of Procurement and Asset Monitoring System).
- c. The bidder's SLCC, similar to the contract to be bid, should have been completed within (3) years (October 2018 to October 2021) prior to the deadline for the submission and receipt of bids.
- d. The cost proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid
- e. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, **the written in words shall prevail.**
- f. The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be schedule for one (1) day and the sequence of bidding will be as follows:
  - Opening of Eligibility and Technical Documents
  - Opening of Financial Bid
- g. The Contract for the Cloud-based Procurement and Asset Monitoring System shall be awarded to the bidder who is declared as the "Lowest Calculated and Responsive Bid".
- h. In case of a tie, after the post qualification the provisions of the GPBB Circular 05-2005 (Tie Breaking Method) shall apply.
- i. In accordance with the GPBB Non-Policy Memorandum dated 03 November 2014 (Section 32.2.1(a) of the Revised Implementing Rules and Regulation of RA 9184), zero (0) bid in any item is considered non-compliant.
- j. A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified.

# Section IV. General Conditions of Contract

# 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

- 6.1. 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.
- 6.2. 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	a. Terms of Reference (TOR) or Technical Specification attached as Section VII
	Delivery and Documents
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are to be delivered in Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative is the Information and Communication Technology Department (ICTD) and Property and Procurement Management Department (PPMD)
	Incidental Services
	The Supplier is required to provide all services specified in Section VI.
	Schedule of Requirements, including additional services stated in TOR or Technical Specifications.
	a. Training of the Procuring Entity's personnel
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts - Not applicable to PAMS
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	Select appropriate requirements and delete the rest.
	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

#### Packaging - Not applicable to PAMS

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

**Contract Description** 

**Final Destination** 

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation - Not applicable to PAMS** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. 2.2 Partial payment is allowed based on the TOR. The inspections of the Procurement and Asset Monitoring System shall be done upon delivery/installation as mentioned in the payment scheme at TOR and shall be conducted by ICTD and PPMD and supported by Certificate of Acceptance as basis for the payment and Inspection and Acceptance Report (IAR) **UPON COMPLETION OF THE** % of PAYMENT **FOLLOWING:** 

30 % of the total project cost	Requirements Definition: Data gathering and submission of System Requirements Document (SRD) and the Out-of-the-Box PAMS (Accepted by BCDA)
40 % of the total project cost	Configuration of Modules based on Functions, Forms, Reports (identified during Gathering of Data), Data Migration and Integration of existing BCDA system (Accepted by BCDA)
20 % of the total project cost	Training, Parallel Run and "Live Run" (Accepted by BCDA)
10 % of the total project cost	One (1) - year warranty period

# Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot	Description	Delivered, Weeks/Months
1	Cloud-Based Procurement and Asset Monitoring System	Within twelve (12) months from receipt of Notice to Proceed

I hereby commit to comply and deliver the above requirements.

Bidder's Authorized Representative:		
Signature over Printed Name		
Principal Bidder / Supplier		

# Section VII. Technical Specifications

#### TERMS OF REFERENCE (TOR)

The Bases Conversion and Development Authority (BCDA), a government instrumentality, seeks to procure a Cloud based **Procurement and Asset Monitoring System (PAMS)**, through Public Bidding in accordance with Republic Act No. 9184 and its revised Implementing Rules and Regulations based on the following specifications:

I. The Approved Budget of the Contract (ABC) is Two Million Pesos only (Php2,000,000.00), inclusive of all applicable taxes and fees.

The ABC shall be the upper limit or ceiling for the Bid prices. Bid prices that exceed the ABC shall be disqualified outright from further participating in this procurement.

## II. Scope of Work

This project will cover the delivery, installation, testing, documentation, implementation, integration or data migration and support of the project. The project involves the provision of an off-the-shelf web-based PAMS software that conforms to current Philippines regulatory and statutory laws specific for government agencies and customized according to BCDA requirements and accessible to at least thirty (30) concurrent BCDA users. The implemented software-as-a-service (SaaS) must at the very least cover the following BCDA needs:

- 1. A system that has modules, as follows:
  - Budget Planning Module
     Provide required data fields for accurate records and generate reports such
    - Project Procurement Management Plan/Department Procurement Management Plan (PPMP/DPMP);
    - Annual Procurement Plan Non Common-use Supplies and Equipment (APP Non-CSE) as consolidated from PPMPs/DPMPs;
    - Procurement Monitoring Report (PMR) per mode of procurement,
       Timeline of Procurement Activities with notification if beyond schedule, and
    - Agency Procurement Compliance and Performance Indicators (APCPI);
    - Annual Procurement Plan for Common-use Supplies and Equipment (APP-CSE). The module includes the supplemental and updating of PPMPs/DPMPs, PMR and APP Non-CSE.
  - 2. Procurement Module (seamless integration from existing system)

Provide required data fields for accurate reports and generate reports such as;

- Purchase Request existing in ERP
- Request for Quotations (RFQ)
- Purchase Requisition existing in ERP
- Bidding Responses existing in ERP
- Complete Bidding existing in ERP
- Abstract of Quotations (AOQ)
- Create Order existing in ERP
- Purchase Order (PO) existing in ERP
- Print Order (release to IAR) existing in ERP
- Generation of Summary of Purchase Order
- IAR (for Accounting Accounts Payable Voucher) existing in ERP

#### 3. Asset Inventory Module

Provide required data fields for accurate records of all BCDA movable properties such as description, acquisition cost/date, accountability, status and list of specific item/s assigned to each employee (PAR) department or by group. The said module will also generate reports relative to the annual inventory conducted. Migrate all data/information from the existing system.

#### 4. Supplies Inventory Module

Provide a complete list of all supplies stored for issuance purposes, records of consumption in terms of quantity or peso value for each department or by group. This can also generate reports monthly or annually upon completion of actual inventory.

#### 5. Disposal Module

Provide a process of disposal for assets either fixed or movable and monitors for historical data.

- 2. Integration and migration with the Corporate ERP, Property Barcoding System, Accounting System and other relevant BCDA systems.
- 3. A system that will provide timely reports and statistics.
- 4. Signatories data fields at forms and reports shall be editable.

To achieve all of the above consideration, the SUPPLIER shall perform the following duties and responsibilities and deliver the following:

- **a.** Requirements Definition. The SUPPLIER shall conduct data gathering activities to finalize requirements of each module elaborated and document these accordingly. The documentation will be the basis for the scope of the implementation of the PAMS.
- b. Provision of a web-based PAMS. The SUPPLIER shall provide the BCDA Procurement and Asset Monitoring System, composed of the following:

- Systems Administration Module allows users and administrators to get into the system and manage access controls (must be able to integrate with Active Directory but should work without it), as well as systems parameters (minimum of 400 employees/users):
  - 1.1 User Login an interface for users and administrators to get into the system
  - 1.2 User Management an interface for administrators to add users and set access controls for the system
    - 1.2.1 Create roles or access rights
    - 1.2.2 Create unlimited system users with different roles or access rights
  - 1.3 Systems Management an interface for administrators to view system audit trails or logs.

#### 2. Budget Planning Module -

- 2.1 Project Procurement Management Plan/Departmental Procurement Management Plan (PPMP/DPMP)
- 2.2 Annual Procurement Plan Non-CSE (APP Non-CSE)
- 2.3 Procurement Monitoring Report (PMR) Jan to June and year end
- 2.4 Agency Procurement Compliance Performance Indicators (APCPI)
- 2.5 Annual Procurement Plan for Common-use Supplies and Equipment (APP-CSE)
- 2.6 Others, as may be narrated during data gathering

#### 3. Procurement Module

- 3.1 Purchase Request (PR)
- 3.2 Request for Quotations (RFQ)
- 3.3 Abstract of Canvass (AOC) or Abstract of Quotations (AOQ)
- 3.4 Purchase Order (PO)
- 3.5 Others, as may be narrated during data gathering
- 4. <u>Inventory of Asset Module</u> This will provide accurate records of all BCDA movable properties such as description, acquisition cost/date, accountability, status and list of specific item/s assigned to each employee, department or by group. The said module will also generate report relative to the annual inventory conducted:
  - 4.1 Asset Transactions Monitoring
    - 4.1.1 Receiving
    - 4.1.2 Issuance
    - 4.1.3 Turn-in (Return)
    - 4.1.4 Transfer

- 4.1.5 Updating
- 4.1.6 Repair
- 4.1.7 Disposal
- 4.1.8 Mobile
- 4.2 Gate Pass Generator
- 4.3 Generation of Forms & Reports
  - 4.3.1 Property Acknowledgment Receipt (PAR)
  - 4.3.2 Inventory Custodian Slip (ICS)
  - 4.3.3 Property Card (PC)
  - 4.3.4 Report on the Physical Count of Property, Plant and Equipment (RPCPPE)
  - 4.3.5 Property Inventory Form (PIF)
  - 4.3.6 Inventory and Inspection Report of Unserviceable Properties (IIRUP)
  - 4.3.7 Invoice Receipt for Property
  - 4.3.8 Waste Material Report (WMR)
  - 4.3.9 Report of Lost, Stolen, Damaged or Destroyed Property (RLSDDP)
  - 4.3.10 Request for Transfer of Accountability (RTA)
  - 4.3.11 Summary of Deliveries (SOD)
- 4.4 Others, as may be narrated during data gathering
- 5. <u>Inventory of Supplies Module</u> This will provide a complete list of all supplies stored for issuance purposes, records of consumption in terms of quantity or peso value for each department or by group. This can also generate report monthly or annually upon completion of actual inventory:
  - 5.1 Purchase Order related to the Procurement of common-use office supplies Supplies Inventory
  - 5.2 Supplies Monitoring
  - 5.3 Supplier Maintenance
  - 5.4 Generation of Forms & Reports
    - 5.4.1 Inspection and Acceptance Report (IAR) should be in the Inventory of Asset Module
    - 5.4.2 Requisition and Issue Slip (RIS)
    - 5.4.3 Inventory Custodian Slip (ICS) –should be in the Inventory of Asset Module
    - 5.4.4 Stock Card (SC)
    - 5.4.5 Report on Supplies and Materials Received And Issued (RSMRI)
    - 5.4.6 Report on the Physical Count of Inventories (RPCI)
    - 5.4.7 Material Requirement Planning (MRP)
  - 5.5 Others, as may be narrated during data gathering

#### 6. Data Exchange Module

For bulk transactions and inter-system compatibility, importation of Excel templates shall be provided for the following, among others:

- 6.1 Asset Master list existing in ERP and Asset Management System
- 6.2 Supplies/Item Master list existing in ERP inventory item
- 6.3 Supplier Master list existing in ERP Vendors List
- 6.4 Employee Master list existing in ERP Employee's Information List
- 6.5 Barcode checklist existing in Asset Management System
- 6.6 Other master data

An export facility shall also be provided to further enhance inter-system compatibility. The format will be based on the needs of the existing system that would be accepting the exported file.

#### c. Integration and Customization – provide technical services for the following:

- 1. To develop modules, functions and features that are missing from the off-the-shelf PAMS software provided;
- 2. To directly integrate the PAMS with existing systems, at the very least with the Corporate ERP, Property Barcoding System & Accounting System.
- 3. To directly integrate the PAMS with barcode scanners and readers.

# d. Technology Transfer - the provision of the necessary user / administrative technical trainings that cover systems, database administration, manual processes, procedures, and policies:

- 1. Training of Administrators To transfer knowledge on system management by conducting training workshops on systems administration, basic coding, basic database maintenance and uploading of data
- 2. Training for the end-users
- 3. To turn over the complete system documentation like training manuals, video etc.

# e. Total migration from existing systems (for data that PAMS will be the primary repository of):

- 1. The total migration and integration that will be preparatory to the systems final deployment into production stage shall be conducted
- 2. The actual data migration from the existing system's database into the new database shall be done
- 3. The integration of the system in the existing security and access control shall be observed
- 4. Provision for back-up, restoration and recovery procedures.

#### f. After sales-project Service and Support.

- 1. Free system update and/or system revisions for changes mandated by the national government, including changes mandated by the Governance Commission for GOCCs (GCG) for a period of one (1) year after project turnover.
- 2. Availability of the SUPPLIER for consultation, and warranty support for a period of one (1) year after project turnover.
- 3. Definition of severity, target response and resolution times are shown below.

Severity	Condition	Response Time	Resolution Time	Frequency of Updates
1	System is down or does not function at all; system unavailable, inaccessible and/or has data integrity issues with no workaround available, resulting in total disruption of work or critical business impact.	3 hours	6 hours	Twice every business day
2	A component of the system is not performing, creating a significant operational impact; major functionality is impacted or significant performance degradation is experienced; issue is persistent and affects many users and/or major functionality; no reasonable workaround available.	6 hours	12 hours	Every business days
3	A component of the system is not performing as documented; there are unexpected results; problems can be circumvented; there is moderate or minor operational impact; system performance issue or bug affecting some but not all users; short-term workaround is available.	24 hours	24 hours	Every 2 business days
4	Questions pertain to usage questions or clarification of documentation; inquiry regarding a routine technical issue;	48 hours	48 hours	Every 4 business day

information requested on application capabilities, navigation, installation, configuration, upgrades, or performance; bugs affecting a small number of users; acceptable		
of users; acceptable workaround available.		

For every delay in resolution equivalent to a full unit of the stated resolution time or a fraction thereof, a penalty of one tenth (1/10) of one percent (1%) should be imposed from the remaining ten percent (10%) of the total project.

E.g. – A delay of anywhere from 1 to 6 hours in the resolution of a severity 1 issue will be penalized one tenth (1/10) of one percent (1%) from the remaining ten percent (10%) of the total project cost. The penalty will continue to be applied every 6 hours of delay thereafter.

#### III. Compliance and Compatibility

The SUPPLIER shall make the system compliant with Philippine regulatory and statutory laws (latest versions) specific for government agencies relevant to the Procurement Law and Government Accounting Manual without cost

It should also be compliant to the Data Privacy Act of 2012 (R.A. No. 10173) and the Electronic Commerce Act of 2000 (R.A. No. 8792).

It must be compatible with the latest versions of popular browsers like Chrome, Firefox and Edge, as well as Safari (for mobile devices), among others.

#### IV. Terms of Payment

In consideration of the software provided for the Project, BCDA agrees to pay the total amount of the project cost inclusive of the Twelve Percent (12%) Value Added Tax (VAT). This includes all costs and charges due the software provider. The consideration shall be paid under the following terms and conditions:

% of PAYMENT	UPON COMPLETION OF THE FOLLOWING:		
30 % of the total project cost	Requirements Definition: Data gathering and submission of System Requirements Document (SRD) and the Out-of-the-Box PAMS (Accepted by BCDA)		
40 % of the total project cost	Development of Modules based on Functions, Forms, Reports (identified during Gathering of		

Data), Data Migration and Integration BCDA system (Accepted by BCDA)		
20 % of the total project cost	Training, Parallel Run and "Live Run"  (Accepted by BCDA)	
10 % of the total project cost	One (1) - year warranty period	

Payment of billing shall be made within fifteen (15) calendar days from acceptance of required deliverables provided documentary requirements are complete. BCDA shall have the right to deduct from the SUPPLIER's 10% retention money such amounts as may be necessary to cover third party liabilities and uncorrected defects discovered during the one (1) year warranty period and for unresolved issues within the required response time as part of after sales-project service and support.

The Retention Money shall be released after the lapse of the warranty period provided that all the conditions imposed under the contract have been fully met.

#### V. Key Personnel for the Project

The Project Team shall be composed of qualified and competent personnel who shall be assigned exclusively for the Project

It will be composed of at least one (1) Project Manager, one (1) Analyst, one (1) Developer/Full Stack Developer and one (1) Relational/Database specialist.

SUPPLIER must guarantee that all of its personnel who shall be assigned to deliver the Project have the skills and technical training necessary to accomplish the services required.

## VI. Project Calendar (4 Months) - propose schedule of activities

#### Time / Period

Project Kick-Off (1st week)

Requirements Definition (1<sup>st</sup> week to 3<sup>rd</sup> week)

System Development (3<sup>rd</sup> week to 15<sup>th</sup> week)

 Preparation, integration and roll-out of the out-of-the-box PAMS software with Forms and Reports identified at TOR

- Data Migration
- System Debugging / Dry Run
- Administrator and User Training
- Roll-out of the system

Project Turnover (16<sup>th</sup> week)

One (1) Year Service and Support after Project Turnover

#### **VII. List of Required Reports**

- 1. Asset Master list
- 2. Supplies/Item Master list
- 3. Supplier Master list
- 4. User Master list
- 5. Project Procurement Management Plan/Departmental Procurement Management Plan (PPMP/DPMP)
- 6. Annual Procurement Plan for Non Common-use Supplies (APP Non-CSE)
- 7. Procurement Monitoring Report (PMR)
- 8. Agency Procurement Compliance Performance Indicators (APCPI)
- 9. Purchase Request (PR)
- 10. Status of PR for all stages of procurement activities from issuance of Request for Quotations (RFQ) to Request for Payment (RFP)
- 11. Abstract of Canvass (AOC) or Abstract of Quotations (AOQ) Report
- 12. Purchase Order (PO)
- 13. Generation of Summary of Purchase Order
- 14. Property Acknowledgment Receipt (PAR)
- 15. Property Card (PC)
- 16. Report on the Physical Count of Property, Plant and Equipment (RPCPPE)
- 17. Inventory and Inspection Report (IAI)
- 18. Waste Material Report (WMR)
- 19. Report of Lost, Stolen, Damaged or Destroyed Property (RLSDDP)
- 20. Request for Transfer of Accountability (RTA)
- 21. Gate Pass
- 22. Inspection and Acceptance Report (IAR)
- 23. Requisition and Issue Slip (RIS)
- 24. Inventory Custodian Slip (ICS)
- 25. Stock Card (SC)
- 26. Report on Supplies and Materials Beginning Balance, Received, Issued and Ending Balance (RSMBRIE).
- 27. Report on the Physical Count of Inventories (RPCI)
- 28. Material Requirement Planning (MRP)
- 29. Reordering Point
- 30. Others, as may be narrated during data gathering

# **TECHNICAL COMPLIANCE FORM**

	TECHNICAL SPECIFICATIONS	COMPLIANT	NON-COMPLIANT
	oved Budget of the Contract (ABC) is Two Million Pesos 100,000.00), inclusive of all applicable taxes and fees		
II. Scope of	Works		
doc mig the that law acc thir sof	is project will cover the delivery, installation, testing, cumentation, implementation, integration or data gration and support of the project. The project involves provision of an off-the-shelf web-based PAMS software t conforms to current Philippines regulatory and statutory as specific for government agencies and customized cording to BCDA requirements and accessible to at least extry concurrent (30) BCDA users. The implemented atware-as-a-service (SaaS) must at the very least cover the lowing BCDA needs:		
1 A s	ystem that has modules, as follows:		
	Budget Planning Module		
1 1 1	Provide required data fields for accurate records and generate reports such as;		
	Project Procurement Management Plan/Department Procurement Management Plan (PPMP/DPMP);		
	Annual Procurement Plan Non Common-use Supplies and Equipment (APP Non-CSE) as consolidated from PPMPs/DPMPs;		
	Procurement Monitoring Report (PMR) per mode of procurement, Timeline of Procurement Activities with notification if beyond schedule, and		
	Agency Procurement Compliance and Performance Indicators (APCPI);		
	Annual Procurement Plan for Common-use Supplies and Equipment (APP-CSE). The module includes the supplemental and updating of PPMPs/DPMPs, PMR and APP Non-CSE.		
	Procurement Module (seamless integration from existing system)		
1 1 1	Provide required data fields for accurate reports and generate reports such as;		
	Purchase Request - existing in ERP		
	Request for Quotations (RFQ)		

	Purchase Requisition - existing in ERP	
	Bidding Responses - existing in ERP	
	Complete Bidding - existing in ERP	
	Abstract of Quotations (AOQ)	
	Create Order - existing in ERP	
	Purchase Order (PO) - existing in ERP	
	Print Order (release to IAR) - existing in ERP	
	Generation of Summary of Purchase Order	
	IAR (for Accounting Accounts Payable Voucher) - existing in ERP	
	Asset Inventory Module	
	department or by group. The said module will also generate reports relative to the annual inventory conducted. Migrate all data/information from the existing system.	
	Supplies Inventory Module	
	Provide a complete list of all supplies stored for issuance purposes, records of consumption in terms of quantity or peso value for each department or by group. This can also generate reports monthly or annually upon completion of actual inventory.	
	Disposal Module	
	Provide a process of disposal for assets either fixed or movable and monitors for historical data.	
Ba	tegration and migration with the Corporate ERP, Property arcoding System, Accounting System and other relevant CDA systems.	
3 A s	system that will provide timely reports and statistic	
4 Sig	gnatories data fields at forms and reports shall be editable.	
sh	achieve all of the above consideration, the SUPPLIER all perform the following duties and responsibilities and liver the following:	

а	Requirements Definition. The SUPPLIER shall conduct data gathering activities to finalize requirements of each module elaborated and document these accordingly. The documentation will be the basis for the scope of the implementation of the PAMS.	
b	Provision of a web-based PAMS. The SUPPLIER shall provide the BCDA Procurement and Asset Monitoring System, composed of the following:	
	Systems Administration Module – allows users and administrators to get into the system and manage access controls (must be able to integrate with Active Directory but should work without it), as well as systems parameters (minimum of 400 employees/users):	
	Budget Planning Module	
	Procurement Module	
	Inventory of Asset Module - This will provide accurate records of all BCDA movable properties such as description, acquisition cost/date, accountability, status and list of specific item/s assigned to each employee, department or by group. The said module will also generate report relative to the annual inventory conducted:	
	Inventory of Supplies Module – This will provide a complete list of all supplies stored for issuance purposes, records of consumption in terms of quantity or peso value for each department or by group. This can also generate report monthly or annually upon completion of actual inventory:	
	Data Exchange Module	
	For bulk transactions and inter-system compatibility, importation of Excel templates shall be provided for the following, among others:	
	Asset Master list - existing in ERP and Asset Management System	
	Supplies/Item Master list - existing in ERP inventory item	
	Supplier Master list - existing in ERP Vendors List	
	Employee Master list - existing in ERP Employee's Information List	
	Barcode checklist - existing in Asset Management System	
	Other master data	

		_
	An export facility shall also be provided to further enhance inter-system compatibility. The format will be based on the needs of the existing system that would be accepting the exported file	
С	Integration and Customization – provide technical services for the following:	
	To develop modules, functions and features that are missing from the off-the-shelf PAMS software provided;	
	To directly integrate the PAMS with existing systems, at the very least with the Corporate ERP, Property Barcoding System & Accounting System.	
	To directly integrate the PAMS with barcode scanners and readers.	
d	Technology Transfer - the provision of the necessary user / administrative technical trainings that cover systems, database administration, manual processes, procedures, and policies	
	Training of Administrators - To transfer knowledge on system management by conducting training workshops on systems administration, basic coding, basic database maintenance and uploading of data	
	Training for the end-users	
	To turn over the complete system documentation like training manuals, video etc.	
e	Total migration from existing systems (for data that PAMS will be the primary repository of):	
	The total migration and integration that will be preparatory to the systems final deployment into production stage shall be conducted	
	The actual data migration from the existing system's database into the new database shall be done	
	The integration of the system in the existing security and access control shall be observed	
	Provision for back-up, restoration and recovery procedures.	
f	After sales-project Service and Support.	
	Free system update and/or system revisions for changes mandated by the national government, including changes mandated by the Governance Commission for GOCCs (GCG) for a period of one (1) year after project turnover.	

warı	ilability of the SUPPLIER for consultation, and ranty support for a period of one (1) year after project over.			
III. Compliance	and Compatibility			
Philipp specific	JPPLIER shall make the system compliant with ine regulatory and statutory laws (latest versions) of for government agencies relevant to the ement Law and Government Accounting Manual t cost			
(R.A. N	Id also be compliant to the Data Privacy Act of 2012 No. 10173) and the Electronic Commerce Act of 2000 No. 8792).			
browse	be compatible with the latest versions of popular ers like Chrome, Firefox and Edge, as well as Safari obile devices), among others.			
IV. Terms of Pay	yment			
BCDA inclusiv (VAT). provide	agrees to pay the total amount of the project cost we of the Twelve Percent (12%) Value Added Tax This includes all costs and charges due the software er. The consideration shall be paid under the ng terms and conditions by % of the total project			
%	UPON COMPLETION OF THE FOLLOWING:			
30 %	Requirements Definition: Data gathering and submission of System Requirements Document (SRD) and the Out-of-the-Box PAMS (Accepted by BCDA)			
40%	Development of Modules based on Functions, Forms, Reports (identified during Gathering of Data), Data Migration and Integration of existing BCDA system (Accepted by BCDA)			
20%	Training, Parallel Run and "Live Run" (Accepted by BCDA)			
10%	One (1) - year warranty period			
V. Key Personne	el for the Project			
compet	The Project Team shall be composed of qualified and competent personnel who shall be assigned exclusively for the Project			
(1) Ana	It will be composed of at least one (1) Project Manager, one (1) Analyst, one (1) Developer/Full Stack Developer and one (1) Relational/Database specialist.			

	SUPPLIER must guarantee that all of its personnel who shall be assigned to deliver the Project have the skills and technical training necessary to accomplish the services required.	
VI. Proje	ect Calendar (4 Months) - propose schedule of activities	
VII. List	of Required Reports (provision of the following)	
1	Asset Master list	
2	Supplies/Item Master list	
3	Supplier Master list	
4	User Master list	
5	Project Procurement Management Plan/Departmental Procurement Management Plan (PPMP/DPMP)	
6	Annual Procurement Plan for Non Common-use Supplies (APP Non-CSE)	
7	Procurement Monitoring Report (PMR)	
8	Agency Procurement Compliance Performance Indicators (APCPI)	
9	Purchase Request (PR)	
10	Status of PR for all stages of procurement activities - from issuance of Request for Quotations (RFQ) to Request for Payment (RFP)	
11	Abstract of Canvass (AOC) or Abstract of Quotations (AOQ) Report	
12	Purchase Order (PO)	
13	Generation of Summary of Purchase Order	
14	Property Acknowledgment Receipt (PAR)	
15	Property Card (PC)	
16	Report on the Physical Count of Property, Plant and Equipment (RPCPPE)	
17	Inventory and Inspection Report (IAI)	
18	Waste Material Report (WMR)	
19	Report of Lost, Stolen, Damaged or Destroyed Property (RLSDDP)	
20	Request for Transfer of Accountability (RTA)	
21	Gate Pass	
22	Inspection and Acceptance Report (IAR)	
23	Requisition and Issue Slip (RIS)	
24	Inventory Custodian Slip (ICS)	

25	Stock Card (SC)	
26	Report on Supplies and Materials Beginning Balance, Received, Issued and Ending Balance (RSMBRIE).	
27	Report on the Physical Count of Inventories (RPCI)	
28	Material Requirement Planning (MRP)	
29	Reordering Point	
30	Others, as may be narrated during data gathering	

Bidder's Aut	horized Representative:
Signature	over Printed Name
Principal	Ridder / Supplier

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

### I. TECHNICAL COMPONENT ENVELOPE

# Class "A" Documents

Lega	al Doc	<u>uments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
		<u>or</u>
	(b)	Registration certificate from Securities and Exchange Commission (SEC),
		Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative
		Development Authority (CDA) for cooperatives or its equivalent document,
		<u>and</u>
	(c)	Mayor's or Business permit issued by the city or municipality where the principal
		place of business of the prospective bidder is located, or the equivalent document
		for Exclusive Economic Zones or Areas;
		<u>and</u>
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the
		Bureau of Internal Revenue (BIR).
<u>Teci</u>	<u>hnical</u>	<u>Documents</u>
	(f)	Statement of the prospective bidder of all its ongoing government and private
		contracts, including contracts awarded but not yet started, if any, whether similar or
		not similar in nature and complexity to the contract to be bid; <b>and</b>
	(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to
		the contract to be bid, except under conditions provided for in Sections 23.4.1.3
		and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period
		as provided in the Bidding Documents; <u>and</u>
	(h)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a
		certification issued by the Insurance Commission;
		<u>or</u>
	(1)	Original copy of Notarized Bid Securing Declaration; and
	(i)	Conformity with the Technical Specifications, which may include
		production/delivery schedule, manpower requirements, and/or after-sales/parts, if
	(')	applicable; and
	(j)	Original duly signed Omnibus Sworn Statement (OSS);
		and if applicable, Original Notarized Secretary's Certificate in case of a
		corporation, partnership, or cooperative; or Original Special Power of Attorney of
		all members of the joint venture giving full power and authority to its officer to
		sign the OSS and do acts to represent the Bidder.

# Financial Documents

- (k) The Supplier's audited financial statements for 2020, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions; and
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

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

#### Class "B" Documents

(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful

### Other documentary requirements under RA No. 9184 (as applicable)

- (n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

#### II. FINANCIAL COMPONENT ENVELOPE

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

Annex "B"

**Bidding Forms** 

# **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

	Date : Project Identification No. :
To: [name and	address of Procuring Entity]
Bid Bulletin No undersigned, of PBDs for the sevaluated and of Price Schedules all taxes, such a	examined the Philippine Bidding Documents (PBDs) including the Supplemental or tumbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the fer to [supply/deliver/perform] [description of the Goods] in conformity with the said sum of [total Bid amount in words and figures] or the total calculated bid price, as corrected for computational errors, and other bid modifications in accordance with the sattached herewith and made part of this Bid. The total bid price includes the cost of as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in tules,
If our E	Bid is accepted, we undertake:
a.	to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b.	to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c.	to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
Commi	this paragraph if Foreign-Assisted Project with the Development Partner: ssions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to ion if we are awarded the contract, are listed below:
	ess Amount and Purpose of cyCommission or gratuity
(if none, state "	, ,
Until a	formal Contract is prepared and executed, this Bid, together with your written

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

acceptance thereof and your Notice of Award, shall be binding upon us.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

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

[shall be submitted with the Bid if bidder is offering goods 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	Descriptio n	Country of origin	Quantity	Unit price exw per item	Transportatio n 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	Legal Capacity:								
Signa	ture:								
Duly	authorized	to sign th	ne Bid for	r and be	ehalf of:				

# Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

_								
			For G	Goods Offered	from Abr	oad		
Name o	of Bidder _			· 	Project II	) 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)
Legal (	Capacity: _							
				and behalf of:				

# **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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	l this c	lay 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**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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;
  - 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]

# Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

## Statement of All Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name : _ Business Address							
Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/ Address/ Contact Number	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							
*Continue in a separate	sheet if necessary		•				
Submitted by :_ Sig	gnature over Printed N	ame of Authorized	Representative				
Date :_							

#### N-4-

- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
- ☐ 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).

# Statement of Single Largest Completed Contract (SLCC) Similar in Nature to the Contract to be Bid

Business Name : Business Address	:					
Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/Address/ Contact Number	Kinds of Goods	Amount of Contract	Date of Delivery
Submitted by :Signa	ture over Printed Name o	f Authorized Representat	ive			
Date :						
☐ End User's Acc	e supported by ANY of the septance; or to f the last payment received to the septance in the s	_				

# Procurement of Cloud-based Procurement and Asset Monitoring System SCHEDULE OF BIDDING ACTIVITIES\*

No.	ACTIVITIES	DATE/SCHEDULE (2021)*		
1	Pre-Procurement Conference	25 November 2021		
2	Posting / Publication (Website, PhilGEPS, BCDA Premises )	27 November 2021		
3	Issuance of Bid Documents	27 November 2021		
4	Pre-Bid Conference	10:00 AM, 06 December 2021		
5	Deadline for Request for Clarification, if any	10 December 2021		
6	Issuance of Bid Bulletin, if any	13 December 2021		
7	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	09:00 AM, 20 December 2021		
8	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00 AM, 20 December 2021		
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	20 December 2021		
10	Presentation of Detailed Bid Evaluation	1:00PM, 21 December 2021		
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	22 December 2021		
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	23-24 December 2021		
12	Deliberation by BAC of the Results of Post qualification	27 December 2021		
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 29 December 2021		
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 30 December 2021		
15	Issuance of Notice to Proceed and Contract Signing	On or before 31 December 2021		

<sup>\*</sup>Subject to change

