

PHILIPPINE BIDDING DOCUMENTS

Digitization of BCDA Records - Phase 3

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BCDA - Bases Conversion and Development Authority

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 projects 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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR

PROCUREMENT FOR DIGITIZATION OF BCDA RECORDS -PHASE 3

1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, through its 2024 Corporate Budget, intends to apply the sum of **Eleven Million Pesos (P11,000,000.00)**, inclusive of VAT and all other applicable government taxes and fees, being the Approved Budget for the Contract (ABC) to payments under the contract for the Digitization of BCDA Records - Phase 3 with Invitation to Bid No.(reference no.)/Project ID No. of BG2024-228.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. BCDA now invites bids for the above Procurement Project. Delivery of the Goods is Eighteen (18) months upon receipt of the Notice to Proceed (NTP). Bidders should have completed, within five (5) years 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.
3. Selection of winning bidders will be through public bidding procedures using a non-discretionary “pass/fail” criterion, 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, 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.
4. Interested bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below during business hours from 8:00 AM – 3:00 PM and/or at the BCDA website (<https://www.bcd.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested Bidders at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City, starting **07 June 2024 up to 04 July 2024 from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays, and until 12:00 PM on 05 July 2024**, upon payment of an applicable fee for the bidding documents, amounting to Twenty Five Thousand Pesos (Php25,000.00), pursuant to the latest Guidelines issued by the GPPB. We accept payment through online transfer or bank deposit to BCDA’s Land Bank account prior to issuance of the Bidding Documents. Kindly coordinate with the BAC-G Secretariat on the bank details.
6. The bidding documents may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcd.gov.ph). Only interested bidders who purchased the Bidding Documents will be allowed to participate in the bidding.



7. BCDA will hold a Pre-Bid Conference on **14 June 2024 2024 at 1:00 PM** at the BCDA Corporate Center, 2F Bonifacio Technology Center (BTC), BGC, Taguig City and/or through video conferencing or webcasting via zoom or google meet, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City on or before **12:00 PM, 05 July 2024**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the Bidding Documents.
10. Bid opening shall be held on **05 July 2024 at 1:00 PM** at 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.
11. The Pre-bid Conference and the Opening of Bids shall be held at the above BCDA office address.
12. 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.
13. 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 35.6 and Section 41 of the 2016 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

QUEENNIE P. BAUTISTA

BAC for Goods Secretariat

(02) 8575-1700 local 1731 / bacgsecretariat@bcda.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS


ATTY. ELVIRA V. ESTANISLAO

Chairperson

Bids and Awards Committee for Goods



Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, ***BASES CONVERSION AND DEVELOPMENT AUTHORITY [BCDA]*** wishes to receive Bids for the Digitization of BCDA Records - Phase 3.

The Digitization of BCDA Records - Phase 3 (referred to herein as “Project”) is composed of one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Government of the Philippines [GOP] through the source of funding, through BCDA’s Corporate Operating Budget for 2024, as indicated below for the calendar year 2024 in the amount of ***Eleven Million Pesos [P11,000,000.00], inclusive of all government taxes and fees.***

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.

3. 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.

4. Eligible Bidders

4.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

4.2. *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.
- 4.3. 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.
- 4.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

5. 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.

6. Subcontracts

If applicable,

- 6.1. 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 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.
- 6.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 6.3. 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.
- 6.4. 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.

7. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **14 June 2024 at 1:00 PM** at the **BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

8. 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.

9. Documents comprising the Bid: Eligibility and Technical Components

- 9.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 9.2. The Bidder's SLCC, **a contract of a similar project**, as indicated in **ITB** Clause 5.3 should have been completed within *five [5] years* prior to the deadline for the submission and receipt of bids.
- 9.3. 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.

10. Documents comprising the Bid: Financial Component

- 10.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. 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.
- 10.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 10.4. 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. Bid Prices

- 11.1. 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 the **BDS**.
- 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 the **BDS**.

12. Bid and Payment Currencies

- 12.1. 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.
- 12.2. Payment of the contract price shall be made in Philippine Pesos.

13. Bid Security

- 13.1. 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**.
- 13.2. The Bid and bid security shall be valid **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.

14. 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.

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.

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.

15. Deadline for Submission of Bids

15.1. 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. Opening and Preliminary Examination of Bids

16.1. 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.

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

17. Domestic Preference

17.1. 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.

18. Detailed Evaluation and Comparison of Bids

18.1. The Procuring Entity's 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.

18.2. 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.

18.3. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 18.4. 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.

19. Post-Qualification

- 19.1. 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.

20. Signing of the Contract

- 20.1. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 1 | <p>The Procuring Entity is</p> <p>BASES CONVERSION AND DEVELOPMENT AUTHORITY</p> <p>The name of the Contract is DIGITIZATION OF BCDA RECORDS - PHASE 3</p> |
| 2 | <p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through BCDA's 2024 Corporate Budget.</p> |
| 3 | No further instructions. |
| 4.1 | No further instructions. |
| 4.2 | No further instructions. |
| 4.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">a. The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p style="padding-left: 40px;">Similar Contracts shall refer to contracts involving scanning or conversion of documents to digitized files.</p> <p style="padding-left: 40px;">b. Completed within five [5] years prior to the deadline for the submission and receipt of bids.</p> |
| 6 | <i>No further instructions.</i> |
| 7 | <i>The Procuring Entity will hold a Pre-Bid Conference on 14 June 2024 at 1:00 PM at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City</i> |
| 8 | <p><i>The Procuring Entity's address is:</i></p> <p><i>BCDA Corporate Center</i></p> <p><i>2nd Floor, Bonifacio Technology Center</i></p> <p><i>31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</i></p> |

| | |
|------|--|
| 11 | No further instructions. |
| 13.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Two Hundred Twenty Thousand Pesos [P220,000.00], <i>equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Five Hundred Fifty Thousand Pesos [P550,000.00], <i>equivalent to five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p> |
| 13.2 | Bids will be valid until one hundred twenty (120) days from the date of bid opening. |
| 14 | Each Bidder shall submit one (1) original copy of the first component (eligibility and technical) and second component (financial) of its bid. |
| 15.1 | <p><i>The address for submission of bids is:</i></p> <p>Central Receiving and Releasing Area (CRR) <i>Bases Conversion and Development Authority BCDA Corporate Center 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</i></p> <p><i>The deadline for submission of bids is on 05 July 2024 at 12:00 PM</i></p> |
| 16.1 | <p><i>The place of Opening of Bids:</i></p> <p><i>BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City. The date and time of bid opening is on 05 July 2024 at 1:00 PM.</i></p> |
| 18.3 | <i>Partial bid is not allowed.</i> |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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. In addition to tests in the **SCC, Section VII (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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</p> <p>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:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [<i>indicate place of destination</i>]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <i>BCDA designated venues in Taguig City and Clark, Pampanga</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |

- e. training of the Procuring Entity's personnel, at the Supplier's office and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *Additional operational requirements from the winning service provider shall be included during the implementation of the project*

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 –

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.

1. 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
2. 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 costs thereof are included in the contract price.

If applicable,

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

| | |
|--|---|
| | Spare parts or components shall be supplied as promptly as possible, but in any case, within 15 days of placing the order. |
| | <p>Packaging –</p> <p>If applicable,</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> |
| | <p>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.</p> <p>Transportation –</p> |

| | <p>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.</p> <p>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.</p> | | | | |
|--|---|-----------------------|----------------|--|--|
| | <p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>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.</p> | | | | |
| 2.2 | <p>The terms of payment shall be as follows:</p> <table border="1" data-bbox="368 1834 1380 2007"> <thead> <tr> <th data-bbox="368 1834 876 1901">Accomplishment</th> <th data-bbox="876 1834 1380 1901">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1901 876 2007">Progress Billing (actual monthly accomplishment)</td> <td data-bbox="876 1901 1380 2007">Percentage of Actual Accomplishment up to 90% of the</td> </tr> </tbody> </table> | Accomplishment | Payment | Progress Billing (actual monthly accomplishment) | Percentage of Actual Accomplishment up to 90% of the |
| Accomplishment | Payment | | | | |
| Progress Billing (actual monthly accomplishment) | Percentage of Actual Accomplishment up to 90% of the | | | | |

| | | |
|---|---|------------|
| | | total cost |
| | Completion of the Project and Final Acceptance | 10% |
| | TOTAL | 100% |
| 4 | The inspection and random examination of digitized copies will be conducted on a regular basis , at least, once every month, until the completion of the project. | |

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.

| Description | Delivery Schedule |
|--|--|
| Delivery, installation, testing, maintenance, documentation, and implementation, of the Digitization of BCDA Records - Phase 3 | within Eighteen (18) months upon receipt of the Notice to Proceed |

Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to

a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalog number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

| Item | Specification | Statement of Compliance | | | | | | | | | | | | | | | |
|--------------------|---|-------------------------|----------------------|-----------------|-------------------|------|-----------------|---------------|-------------------|---------|------------------------------|--------------------|-----------|-------------|----------------------|--|--|
| | | Compliant | Non-Compliant | | | | | | | | | | | | | | |
| | Conform to the requirements of electronic evidence rule and all relevant provisions under the e-Commerce Act of 2000 to ensure usability of the documented information as a faithful copy of the original. | | | | | | | | | | | | | | | | |
| | Digitize BCDA documented information of seven (7) million sheets. Documented information up to A0 size shall be the subject of digitization. | | | | | | | | | | | | | | | | |
| | Store digitized documented information in a secured storage media. | | | | | | | | | | | | | | | | |
| | <p>Index the digitized files in a spreadsheet format. Format of indexing shall be as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Index Field</th> <th>Number of Characters</th> </tr> </thead> <tbody> <tr> <td>Document Number</td> <td>15 (Alphanumeric)</td> </tr> <tr> <td>Date</td> <td>10 (mm/dd/yyyy)</td> </tr> <tr> <td>Document Type</td> <td>30 (Alphanumeric)</td> </tr> <tr> <td>Subject</td> <td>maximum of 99 (Alphanumeric)</td> </tr> <tr> <td>Nature of Document</td> <td>30 (Text)</td> </tr> <tr> <td>Signatories</td> <td>maximum of 99 (Text)</td> </tr> </tbody> </table> <p>File naming convention:</p> <p><i>doc code_type of document_dtd._mm/dd/yyyy_subject:_(box number)</i> OR For files/ documents that do not have doc code yet, <i>type of document_dtd._mm/dd/yyyy_subject:_(box number)</i></p> | Index Field | Number of Characters | Document Number | 15 (Alphanumeric) | Date | 10 (mm/dd/yyyy) | Document Type | 30 (Alphanumeric) | Subject | maximum of 99 (Alphanumeric) | Nature of Document | 30 (Text) | Signatories | maximum of 99 (Text) | | |
| Index Field | Number of Characters | | | | | | | | | | | | | | | | |
| Document Number | 15 (Alphanumeric) | | | | | | | | | | | | | | | | |
| Date | 10 (mm/dd/yyyy) | | | | | | | | | | | | | | | | |
| Document Type | 30 (Alphanumeric) | | | | | | | | | | | | | | | | |
| Subject | maximum of 99 (Alphanumeric) | | | | | | | | | | | | | | | | |
| Nature of Document | 30 (Text) | | | | | | | | | | | | | | | | |
| Signatories | maximum of 99 (Text) | | | | | | | | | | | | | | | | |

| | | | |
|--|---|--|--|
| | Digitized images shall be saved in optimized portable document format (pdf) with a minimum resolution of 600 pixels per inch. The digitized copy must be a legible and authentic copy of the original document. | | |
| | Scanning output shall have gone through the Optical Character Recognition (OCR) process. | | |
| | Submit a work plan or procedure, to include manpower deployment, project timetable, anticipated risk and corrective action procedure and recovery and backup process/mechanism to be concurred by the BCDA. | | |
| | Provide all the necessary equipment, such as, but not limited to the following: <ul style="list-style-type: none"> i. Scanners (flatbed, book, large format, automatic document feeder, etc.) ii. Desktop/Laptop computer iii. Binding machine/Heavy duty stapler | | |
| | Upon conclusion of the digitization project, the SERVICE PROVIDER shall submit to BCDA all digitized files, and spreadsheets for the indexed documented information in a portable external Solid State Drive (SSD). A minimum of four (4) units of SSD shall be provided by the SERVICE PROVIDER. | | |
| | Compliance and Compatibility | | |
| | <p>The SERVICE PROVIDER is compliant with Philippine regulatory and statutory laws (latest versions) specific for government agencies.</p> <p>It should also be compliant to the Data Privacy Act and the Electronic Commerce Act.</p> <p>It must be compatible with the latest versions of popular browsers like Chrome, Firefox and Edge, as well as Safari (for mobile devices).</p> | | |
| | Confidentiality of Data | | |

| | | | |
|--|--|--|--|
| | <p>To ensure the confidentiality of all information that will come to the knowledge of the SERVICE PROVIDER, a Non-Disclosure Agreement shall be executed between BCDA and the SERVICE PROVIDER.</p> | | |
|--|--|--|--|

Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Section VIII. Checklist of Technical and Financial Documents

Class “A” Documents

Legal Documents

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

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 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 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

- (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.

Class “B” Documents

- (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; and
- (j) Original of duly signed and accomplished Price Schedule(s)

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

- (k) [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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



Section IX.

Bid Forms

Bid Form

Date: _____

Invitation to Bid No.(reference no.): _____

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY
2nd Floor Bonifacio Technology Center
31st St., Cor. 2nd Ave., Bonifacio Global City
Taguig City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our 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.

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 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 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|--|
| 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) |
| | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------|-------------|-------------------|----------|--|---|--|--------------------------------------|
| 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) |
| | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for 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];

[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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC Secretariat, the head of the Department 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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

[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.(reference 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]

**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 |
|------------------------------------|----------------------|-------------------|---|----------------|--------------------|--------------------------------|
| <u>Government Contracts</u> | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |
| <u>Private Contracts</u> | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |
| Total Amount: | | | | | | |

*Continue in a separate sheet if necessary..

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

- 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 |
|----------------------|----------------------|-------------------|--------------------------------------|----------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

This statement shall be supported by ANY of the following:

- End User's Acceptance; or
- Official Receipt of the last payment received; or
- Sales Invoice

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

| | | Year 20__ |
|----|---------------------------|-----------|
| 1. | Total Assets | |
| 2. | Current Assets | |
| 3. | Total Liabilities | |
| 4. | Current Liabilities | |
| 5. | Net Worth (1-3) | |
| 6. | Net Working Capital (2-4) | |

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:
 NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

$K = 15$

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative
 Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirement

Manufacturer's Authorization Form

BASES CONVERSION AND DEVELOPMENT AUTHORITY

ATTY. ELVIRA V. ESTANISLAO

Chairperson

BCDA Corporate Center 2nd Floor Bonifacio Technology Center

31st St. Cor. 2nd Avenue Bonifacio Global City Taguig

Project Name: Digitization of BCDA Records - Phase 3

We, *[name of manufacturer]* located at *[business address]* is an established reputable manufacturer of the following goods and equipment:

[specific goods/equipment]

| No. | Particular |
|-----|------------|
| | |
| | |
| | |

This form is issued to inform your office that our partner, *[name of bidder]* with office address at *[bidder's office address]* is an authorized distributor [or reseller] of the products offered in this bidding and that we hereby authorize and support their submission of Bid to the Bases Conversion and Development Authority. *(Otherwise, kindly state if the manufacturer is the same as the Bidder).*

This certification is being issued upon the request of *[name of bidder]* as per your invitation to bid.

[name over signature of Manufacturer representative]

[Designation]

Contact Information

[Date]

[Letterhead of Bidder]
**Statement of
 After Sales Support Availability**

**BASES CONVERSION AND DEVELOPMENT AUTHORITY
 ELVIRA V. ESTANISLAO**
 Chairperson
 BCDA Corporate Center 2nd Floor Bonifacio Technology Center
 31st St. Cor. 2nd Avenue Bonifacio Global City Taguig

Project Name: Digitization of BCDA Records - Phase 3

We, *[name of bidder]* located at *[business address]* is an established reputable company and authorized distributor of the following goods and equipment
[specific goods/equipment]

| No. | Particular |
|-----|------------|
| | |

This form is issued to inform your office that we hereby extend our full guarantee and warranty as per the warranty clause for our goods offered under our bid.
 This is to further certify that the after-sales service centers situated in the following location/s are available:

| | |
|----------------------------|--|
| Store Name | |
| Brand Covered | |
| Location | |
| Contact information | |

[add as necessary for other Brands]

[name over signature]
 [Bidder Representative/Designation]
 Contact Information
 [Date]

Section X.

Terms of Reference

I. **Brief Description**

The Bases Conversion and Development Authority (BCDA) Records Administration Division (RAD) manages and maintains BCDA's documented information. Since 1993, there are approximately eleven million (11,000,000) pages of records and other documented information accumulated within the BCDA. Around four (4) million pages have been digitized as of December 2023.

For the Digitization of BCDA Records - Phase 3 (the "Project"), BCDA targets to digitize seven million (7,000,000) pages of records. This project intends to:

- A. Digitize physical records and other documented information and organize them in the electronic repositories;
- B. Improve efficiency, accessibility and retrieval of records and documented information; and
- C. Enhance BCDA Records management, in general.

II. **Approved Budget for the Contract (ABC)**

The Approved Budget of the Contract (ABC) is **Eleven Million Pesos (Php11,000,000.00)**, inclusive of all applicable government taxes and fees.

III. **Scope of the Project**

The digitization process includes 1) sorting; 2) grooming; 3) digitization; 4) file naming and indexing; 5) reviewing of digitized copies; 6) re-organizing of physical records; 7) reboxing of physical records; and 8) returning of physical records to storage areas.

To achieve all of the above considerations, the SERVICE PROVIDER shall perform the following duties and responsibilities and deliver the following:

A. User Requirement Assessment

The SERVICE PROVIDER shall:

1. Be familiar with the BCDA records through records site visits, and discussions with stakeholders;
2. Comply with requirements of the project at various levels including:
 - 2.1 Determination of index types, reporting content (index of digitized files) and formats; and information flow requirements.

B. Digitization of records and other documented information

1. The SERVICE PROVIDER shall:

- 1.1 Conform to the requirements of digitized evidence rule and all relevant provisions under the e-Commerce Act of 2000 to ensure usability of the documented information as a faithful copy of the original.
- 1.2 Digitize BCDA documented information of seven million (7,000,000) pages. Physical records and other documented information with sizes from A0 to A4 shall be the subject of this project;
- 1.3 Work on regular work days and hours. Extended work schedule during weekends and holidays may be requested, to be coordinated with the BCDA;
- 1.4 Store digitized documented information in a secured storage media;
- 1.5 Index the digitized files in a spreadsheet format. Format of indexing shall be as follows:

| Index Field | Number of Characters |
|--------------------|------------------------------|
| Document Number | 15 (Alphanumeric) |
| Date | 10 (mm/dd/yyyy) |
| Document Type | 30 (Alphanumeric) |
| Subject | maximum of 99 (Alphanumeric) |
| Nature of Document | 30 (Text) |
| Signatories | maximum of 99 (Text) |

- 1.6 File naming convention of digitized documents based on BCDA-required format, that is:

A) *doc code_type of document_dtd._mm/dd/yyyy_subject:_(box number)*

OR

For files/documents that do not have doc code yet,

B) *type of document_dtd._mm/dd/yyyy_subject:_ (box number)*

- 1.7 Review the indexes and make corrections, if needed, on the naming of digitized copies according to the prescribed file naming convention;
- 1.8 Review the working masterlist of indexed digitized copies with BCDA dedicated representative/s to ensure completeness and correctness of the said working masterlist;
- 1.9 Maintain order and cleanliness at the digitization areas. Fire hazards must be taken out from the said area;
- 1.10 Turnover digitized files and spreadsheets of the indexes to the BCDA on a weekly basis.

The BCDA through the Records Administration Division shall:

- 1.11 Make physical records and other documented information available, subject to the digitization project;
- 1.12 Provide work area/space for the service provider during the implementation of the project;
- 1.13 Provide a secured area for workers' personal belongings;
- 1.14 Coordinate with the service provider and other concerned BCDA operating units, if needed, during the project implementation; and,
- 1.15 Ensure the completeness, quality, and integrity of the submitted digitized files and spreadsheet of the indexes, submitted by the service provider.

IV. Deliverables

The SERVICE PROVIDER shall:

1. Submit to BCDA a work plan to include manpower deployment, equipment utilization schedule, catch up mechanism, subject to review and concurrence with the BCDA end-user unit;
2. Provide all the necessary equipment, such as, but not limited to the following:
 - 2.1 Scanners (flatbed, book, large format, automatic document feeder, etc.);
 - 2.2 Desktop/Laptop computer;
 - 2.3 Binding machine/Heavy duty stapler;
 - 2.4 Extension wires;

- 2.5 Gloves and masks for workers; and
- 2.6 Other necessary tools and equipment.
- 3. Submit to BCDA all digitized files, and spreadsheets for the indexed documented information in a portable external Solid State Drives (SSD). Minimum of four (4) units of SSD shall be provided by the SERVICE PROVIDER.

Upon completion of the project, the SSDs shall be deemed as BCDA property;

- 4. Submit report of completed works and deliverables, subject to BCDA acceptance, through an issuance of a certification;
- 5. Pull-out all their equipment from work area, subject to the necessary clearances, upon the issuance of BCDA final acceptance;
- 6. Provide the required manpower to meet the requirements stated in this Terms of Reference;
- 7. Perform the above-mentioned deliverables within the timeline stated in the bidding documents; and,
- 8. Perform other tasks necessary to deliver the scope of work of the project.

V. Implementation of Services

Digitization Process

- 1. BCDA and winning service provider shall conduct a kick-off/ orientation meeting immediately after the issuance and signing of the Notice to Proceed to align expectations, discuss best practices, define possible pitfalls and their solutions, and establish initial fellowship among the personnel involved in the project.
- 2. Retrieval of documented information to be digitized, include but not limited to the following:

Screening

- 2.1 The SERVICE PROVIDER shall sort physical records and other documented information according to office origin and type of documented information; i.e. confidential or non-confidential documented information;
- 2.2 Only one copy among duplicate files shall be processed for digitization;

2.3 Master copies of physical records and other documented information shall be processed as original copy; and,

2.4 The SERVICE PROVIDER shall be responsible for moving the documented information, to/from, the designated working area, to /from, the records storage areas.

3. Document Preparation/Grooming

The SERVICE PROVIDER shall perform the following:

3.1 Remove staples, clips, and other objects attached to the physical records and other documented information that may affect the digitization process during the grooming stage;

3.2 Arrange the physical records and other documented information in an orderly manner according to how they are sequenced in the records boxes;

3.3 Mount small pages, post-it notes and photographs on a separate sheet of paper;

3.4 Apply transparent tapes on torn pages; and,

3.5 Documented information shall be handled with care to avoid damage.

4. Digitization of Documented Information

4.1 Digitized records and other documented information shall be bi-tonal for black and white documents; and,

4.2 Digitized records and other documented information shall be colored for colored documents.

Appropriate equipment to be used in the digitization process shall be provided by the SERVICE PROVIDER.

5. Image Enhancement

Image enhancements include but are not limited to border removal, image de-skewing and noise reduction.

6. Indexing

The SERVICE PROVIDER shall key-in a minimum of six (6) indexes to be defined and signed off by the BCDA representative. The rule in indexing should be approved by the BCDA.

7. Quality Control
 - 7.1 The scanner operator shall check the digitized images as they are shown in the monitor during digitization. Substandard images shall be re-scanned. Double feeds shall be corrected, and unnecessary images shall be deleted. Indices shall be checked against the digitized images;
 - 7.2 There shall be two passes to review and index the digitized documents. The two (2) document indexers/reviewers must be two different personnel; and,
 - 7.3 At the end of each operation week, a report shall be submitted, presenting a list of digitized documented information with document type and number of pages.
8. All digitized images shall be saved in optimized portable document format (pdf) with a minimum resolution of 600 pixels per inch. The digitized copy must be a legible and authentic copy of the original document.
9. Digitization output shall have undergone Optical Character Recognition (OCR) process.
10. All digitized documented information shall be turned over for BCDA's acceptance.
 - 10.1 On a weekly basis, the winning service provider shall submit to BCDA digitized copies of records and other documented information and the spreadsheets of the indexes;
 - 10.2 In coordination with BCDA dedicated representative/s on site, the weekly submission of digitized files to BCDA must be in separate batches to avoid duplication of entries. BCDA dedicated representatives shall check the appearance, resolution, filename, metadata, legibility, etc., verify, and match digitized copies against physical records. If there is a discrepancy, the winning service provider shall re-check the batch of digitized copies, correct errors, and re-submit the batch with corrected and/or complete digitized copies. BCDA dedicated representatives and the winning service provider shall jointly repeat the verification and rectification processes until the correctness and completeness of the digitized copies are satisfied;

- 10.3 BCDA shall issue a document acknowledging its review and initial verification of the digitized copies. This document shall be prepared by the BCDA dedicated representatives for this project; and,
 - 10.4 BCDA shall issue a certificate of acceptance once the TOR is satisfactorily completed and delivered to BCDA.
11. Digitization work shall be done at a secured location in Taguig City and in New Clark City or Clark, Pampanga. Workers' access to the work area shall be defined and limited.

The manpower to be deployed by the SERVICE PROVIDER shall be prohibited from bringing inside the work area the following items:

- 11.1 Mobile phones with camera or any image capturing gadget; and
 - 11.2 Flash drive or external drive, except for the official unit that shall be used in the Project.
12. A Quality Assurance Officer (BCDA dedicated representative) shall be designated by the BCDA to supervise the daily work operations.
 13. Return of physical records and other documented information
 - 13.1 The SERVICE PROVIDER shall return to its original form and folder/envelope all digitized documented information. As such, these documented information shall be stored in Records Boxes to be labeled accordingly.
 - 13.2 Documented information shall be properly returned to its original location in coordination with the designated BCDA personnel. The records boxes must be properly tagged, and conspicuously marked to show if the records contained in those boxes are digitized already.

VI. **Mode of Payment**

1. Monthly accomplishments according to the number of pages completed and accepted by BCDA. All scanned pages must be duly certified, completed and accepted by BCDA. The SERVICE PROVIDER must put details in its billing statement i.e. cost per page as a basis for its monthly accomplishments billing.

2. Payment shall be made as follows:

| Accomplishment | Payment |
|--|--|
| Progress Billing (actual monthly accomplishment as accepted by BCDA) | Percentage of Actual Accomplishment from 90% of the total cost |
| Completion of the Project and Final Acceptance | 10% |
| | 100% |

Payment shall be made upon acceptance by the BCDA of the accomplishments.

VII. Project Duration

The project shall be completed within a period of eighteen (18) months from the issuance of the Notice to Proceed.

VIII. Service Provider Eligibility Requirements

1. The SERVICE PROVIDER must have at least five (5) years of Digitization and Indexing Services experience.
2. The SERVICE PROVIDER must have a similar single contract amounting to at least 50% of the ABC.
3. The SERVICE PROVIDER must have a track record of digitization and indexing services equivalent to at least 50% of the total number of pages required for digitization under this project.
4. The SERVICE PROVIDER must have completed a similar contract in the last five (5) years.
5. Joint venture shall not be allowed. Subcontracting is not allowed for this project.

IX. Performance Security

To guarantee the faithful performance by the SERVICE PROVIDER of its obligations under the contract, it shall post a performance security in any form provided under RA 9184 and its Revised Implementing Rules and Regulations (RIRR) prior to contract signing.

X. Confidentiality of Data

To ensure the confidentiality of all information that will come to the knowledge of the SERVICE PROVIDER, a Non-Disclosure

Agreement shall be executed between BCDA and the SERVICE PROVIDER.

XI. Warranty

1. The SERVICE PROVIDER warrants that it shall confirm to the conditions of this Terms of Reference.
2. The SERVICE PROVIDER warrants the reliability of the services to be provided and the integrity of the personnel that will be employed to the project.
3. The SERVICE PROVIDER shall assume full responsibility for any loss, damage, or injury due directly through the fault or negligence of its personnel.
4. The SERVICE PROVIDER shall coordinate only with the authorized and/or designated personnel of BCDA in the performance of the services.
5. The SERVICE PROVIDER shall neither subcontract nor assign any part of the project without the written consent of BCDA.

Prepared by:

(sgd)
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Chief Administrative Officer, RAD

(sgd)
DONALD G. TOLENTINO
Administrative Officer V, RAD

Noted by:

(sgd)
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Vice President, ICTD

(sgd)
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Records Officer IV, RAD

(sgd)
CORNELIO J. MARTIN III
IT Officer II, ITD

Recommending Approval:

(sgd)
ATTY. ELVIRA V. ESTANISLAO
Senior Vice President, CSG

Approved by:

(sgd)
JOSHUA M. BINGCANG
President and CEO

Section XI.

Bidding Activities Schedule

BIDDING ACTIVITIES SCHEDULE

| Digitization of BCDA Records - Phase 3 | | | | |
|---|--|--------------------------------------|----------------------------|-----------------------------|
| No. | ACTIVITIES | TIME | DATE* | |
| | | | START | END |
| 2 | Issuance of Bidding Documents | 8:00 AM - 5:00 PM | Friday, June 07, 2024 | Friday, July 05, 2024 |
| | | 8:00 AM - 9:00 AM | | |
| 3 | Pre-Bid Conference (Interested bidders may opt to attend online pre-bid conference) | 9:00:00 AM | Friday, June 14, 2024 | |
| 4 | Last Day of Clarification | | Tuesday, June 25, 2024 | |
| 5 | Issuance of Bid Bulletin | | Friday, June 28, 2024 | |
| 6 | Deadline for Submission of Bids for the ff: • Eligibility Requirements • Financial Proposal | 12:00:00 PM | Friday, July 05, 2024 | |
| 7 | Opening of the bids for the ff: • Eligibility Requirements • Financial Proposal | 1:00:00 PM | Friday, July 05, 2024 | |
| 8 | Bid Evaluation (TWG's detailed evaluation of the submitted bids) | | Saturday, July 06, 2024 | Friday, July 12, 2024 |
| 9 | Presentation of Detailed Bid Evaluation of the Proposals | 10:00:00 AM | Friday, July 12, 2024 | |
| 10 | Sending of Letters to the Bidder with LCB or succeeding LCB (if any) | | Friday, July 12, 2024 | |
| 11 | Post Qualification on the Bidder with LCB or succeeding LCB (if any) | | Saturday, July 13, 2024 | Monday, July 22, 2024 |
| 12 | Deliberation of Results of Post qualification | 11:00 AM on or before | Monday, July 22, 2024 | |
| 13 | Issuance of BAC's Recommendation (based on the result of Post Qualification) | on or before | Friday, July 26, 2024 | |
| 15 | Signing of Contract | on or before | August 05, 2024 | |
| 16 | Issuance of Notice to Proceed | on or before | August 05, 2024 | |

**Subject to change*

