

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF WEB-BASED PROCUREMENT AND INVENTORY MANAGEMENT SYSTEM (PIMS) (ITB No. 2023-03)

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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents	40

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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 OF WEB-BASED PROCUREMENT AND INVENTORY MANAGEMENT SYSTEM (PIMS)

1. The *Agricultural Credit Policy Council*, through the *Supplemental Budget FY 2023* intends to apply the sum of **Three Million Pesos (₱3,000,000.00)** being the ABC to payments under the contract for *Procurement of Web-Based Procurement and Inventory Management System (PIMS)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Agricultural Credit Policy Council* now invites bids for the above Procurement Project. Delivery of the Goods is required shall be in accordance with the Delivery Schedule under Section VI. Bidders should have completed, within *[insert relevant period]* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *Agricultural Credit Policy Council – BAC Secretariat* and inspect the Bidding Documents at the address given below during *Monday to Friday, from 8:00 AM to 4:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 09, 2023** from the given address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (₱5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, or through electronic means*
6. The *Agricultural Credit Policy Council* will hold a Pre-Bid Conference on **June 19, 2023 (Monday), 10:00 AM** through video conferencing or webcasting *via Zoom application* which shall be open to prospective bidders.

The prospective bidders are advised to send an email to BAC Secretariat for the zoom conference details.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **July 03, 2023 (Monday), 10:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **July 03, 2023 (Monday), 10:30 AM** at the given address below and/or via *Zoom Videoconferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Agricultural Credit Policy Council** 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Ma. Cathrina R. Pelagio
Ms. Hanna Candy B. Gonzales-Estadilla
Email address: procurement@acpc.gov.ph

Bids and Awards Committee Secretariat
Agricultural Credit Policy Council
28/F One San Miguel Avenue Building
San Miguel Ave., Ortigas Ctr., Pasig City
Tel. no.: 632 86343320 loc. 126

12. You may visit the following websites:

For downloading of Bidding Documents:

www.acpc.gov.ph

www.ps-philgeps.gov.ph

09 June 2023



MSCasuga (Jun 8, 2023 18:40 GMT+8)

DIR. MAGDALENA S. CASUGA

Chair, Bids and Awards Committee



Rachel Bustamante (Jun 8, 2023 17:28 GMT+8)

Section II. 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, *Agricultural Credit Policy Council* wishes to receive Bids for the *Procurement of Web-Based Procurement and Inventory Management System (PIMS)* with identification number *ITB No. 2023-03*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of *Three Million Pesos (₱3,000,000.00)*.

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar** to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to equivalent to at **least fifty percent (50%) of the ABC**.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until ***One Hundred Twenty Calendar Days (120 days) from the date of the opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit **one (1) original copy** and **one (1) password-encrypted electronic copy** of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

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	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Procurement of Web-Based Procurement and Inventory Management System (PIMS).</i> b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Metro Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>Sixty Thousand Pesos (P60,000.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>One Hundred Fifty Thousand Pesos (P150,000.00)</i> if bid security is in Surety Bond.
19.3	<i>Project will be awarded in one (1) lot.</i> The computation of prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of R.A. No. 9184.
20.2	<i>No further instructions.</i>
21.2	<i>No additional requirement.</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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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 <i>[indicate place of destination]</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>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</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> <p><i>Select appropriate requirements and delete the rest.</i></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

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</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 Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions 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>
	<p>Regular and Recurring Services –</p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement of Web-Based Procurement and Inventory Management System (PIMS)	1	1	3 months

I hereby commit to comply and deliver the above requirements.

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

Section VII. Technical Specifications

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 catalogue 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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.



Republic of the Philippines
Department of Agriculture
AGRICULTURAL CREDIT POLICY COUNCIL
28/F One San Miguel Avenue (OSMA) Bldg.,
San Miguel Ave cor Shaw Blvd.,
Ortigas Center 1605 Pasig City
Tel. Nos. 8634-3320 to 21; 8634-3326/ Fax Nos. 8634-3319; 8584-3861



TERMS OF REFERENCE

PROCUREMENT OF WEB-BASED PROCUREMENT AND INVENTORY MANAGEMENT SYSTEM (PIMS)

I. Rationale

The Agricultural Credit Policy Council (ACPC) aims to standardize, streamline and automate the procurement and inventory process of the General Services Section (GSS) in support of the core functions of the agency and the delivery of its services.

The current manual processes of ACPC for managing procurement and inventory are time-consuming, prone to errors, and difficult to scale, which can lead to stockouts, excess inventory, and increased costs.

Thus, ACPC intends to procure a Procurement and Inventory Management System (PIMS) for faster and more efficient delivery of services.

II. Objective

The objective of the PIMS is to:

1. Streamline procurement and inventory management processes by automating workflows, reducing manual errors, and increasing efficiency.
2. Optimize inventory levels by providing real-time visibility into inventory levels, demand forecasting, and supplier performance. This will minimize the costs associated with excess inventory holding and stockouts while improving client satisfaction through better supply availability.
3. Increase cost savings by providing data and analytics to support strategic decision-making, such as supplier selection and price negotiation.
4. Enhance collaboration and communication across units and suppliers by providing a centralized procurement and inventory management platform.
5. Improve compliance with regulatory requirements and internal policies by providing standardized processes and documentation.

III. Approved Budget for the Contract (ABC)

The Approved Budget of the Contract (ABC) is **Three Million Pesos only (Php3,000,000.00)**, inclusive of all applicable taxes and fees.

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

IV. Scope of works

The works will cover the delivery, installation, testing, documentation, implementation, integration or data migration and support of the project. The project includes the provision of a web-based PIMS software that complies with the government laws (i.e., RA 9184, COA and DBM Circulars, and other government issuances) and is customized according to ACPC requirements and can be accessible to at least five hundred (500) accounts. The implemented system must at the very least cover the following ACPC needs:

1. A system that has modules, as follows:

1.1. Procurement Planning Module

- Provide required data fields for accurate records and generate reports such as;
 - Project Procurement Management Plan (PPMP);
 - Annual Procurement Plan Non-Common-use Supplies and Equipment (APP Non-CSE) as consolidated from PPMPs;
 - Procurement Monitoring Report (PMR) per mode of procurement,
 - Timeline of Procurement Activities with notification if beyond schedule, and
 - Agency Procurement Compliance and Performance Indicators (APCPI);
 - Annual Procurement Plan for Common-use Supplies and Equipment (APP-CSE). The module includes the supplemental and updating of PPMPs/DPMPs, PMR and APP Non-CSE.

1.2. Procurement Module

- Provide required data fields for accurate reports and generate reports such as;
 - Purchase Request (PR)
 - Request for Quotations (RFQ)
 - Bidding Responses
 - Complete Bidding Documents
 - Abstract of Quotations (AOQ)
 - Purchase Order (PO)
 - Generation of Summary of PO and PR

1.3. Equipment Inventory Module

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

- 1.4. Supplies Inventory Module
 - Provide a complete list of all supplies stored for issuance purposes, records of consumption in terms of quantity or peso value for each division/unit. This can also generate reports monthly or annually upon completion of actual inventory.
- 1.5. Transport Module
 - Provide required data fields for the requisition of vehicles to be used during official travels of employees.
2. Integration and migration with the temporary inventory system, accounting system and HRIS and other ACPC systems.
Note: In the absence of the accounting system and HRIS, module must still be available for integration.
3. A system that will provide timely reports and statistics.
4. Signatories' data fields at forms and reports shall be editable.

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

- a. Requirements Definition. The SUPPLIER shall conduct data gathering activities to finalize requirements of each module elaborated and document these accordingly. The documentation will be the basis for the scope of the implementation of the PIMS.
- b. Provision of a web-based PIMS. The SUPPLIER shall provide the ACPC Procurement and Inventory Management System, composed of the following:
 1. Systems Administration Module – allows users and administrators to get into the system and manage access controls (must be able to integrate with Active Directory but should work without it), as well as systems parameters (minimum of 500 employees/users):
 - 1.1 User Login – an interface for users and administrators to get into the system
 - 1.2 User Management – an interface for administrators to add users and set access controls for the system
 - 1.2.1 Create roles or access rights
 - 1.2.2 Create system users with different roles or access rights
 - 1.3 Systems Management – an interface for administrators to view system audit trails or logs.
 2. Procurement Planning Module
 - 2.1 Project Procurement Management Plan (PPMP)
 - 2.2 Annual Procurement Plan Non-CSE (APP Non-CSE)
 - 2.3 Procurement Monitoring Report (PMR) – semestral report
 - 2.4 Agency Procurement Compliance Performance Indicators (APCPI)

- 2.5 Annual Procurement Plan for Common-use Supplies and Equipment (APP-CSE)
- 2.6 Others, as may be identify during data gathering

3. Procurement Module

- 3.1 Purchase Request (PR)
- 3.2 Request for Quotations (RFQ)
- 3.3 Abstract of Canvass (AOC) or Abstract of Quotations (AOQ)
- 3.4 Purchase Order (PO)
- 3.5 Automatic generation of series/numbers
- 3.6 Others, as may be identify during data gathering

4. Inventory of Equipment Module – This will provide accurate records of all ACPC movable/non movable properties such as description, acquisition cost/date, accountability, status and list of specific item/s assigned to each employee, division or unit.

The module will use a barcoding system to easily track and monitor all properties of ACPC.

The said module will also generate report relative to the annual inventory conducted:

- 4.1 Property Transactions Monitoring
 - 4.1.1 Receiving
 - 4.1.2 Issuance
 - 4.1.3 Return
 - 4.1.4 Transfer
 - 4.1.5 Updating
 - 4.1.6 Repair
 - 4.1.7 Disposal
 - 4.1.8 Mobile
- 4.2 Property Pass-out Generator
- 4.3 Generation of Forms & Reports
 - 4.3.1 Property Acknowledgment Receipt (PAR)
 - 4.3.2 Inventory Custodian Slip (ICS)
 - 4.3.3 Property Card (PC)
 - 4.3.4 Report on the Physical Count of Property, Plant and Equipment (RPCPPE)
 - 4.3.5 Property Inventory Form (PIF)
 - 4.3.6 Inventory and Inspection Report of Unserviceable Properties (IIRUP)
 - 4.3.7 Invoice Receipt for Property
 - 4.3.8 Waste Material Report (WMR)
 - 4.3.9 Report of Lost, Stolen, Damaged or Destroyed Property (RLSDDP)
 - 4.3.10 Request for Transfer of Accountability (RTA)
 - 4.3.11 Summary of Deliveries (SOD)
 - 4.3.12 Inspection and Acceptance Report (IAR)
- 4.5 Automatic generation of series/numbers/barcode/property number
- 4.6 Others, as may be narrated during data gathering

5. Inventory of Supplies Module – This will provide a complete list of all supplies stored for issuance purposes, records of consumption in terms of quantity or peso value for each division or unit.
The module will use a barcoding system to easily track and monitor common-used supplies used by ACPC employees.
This can also generate report monthly or annually upon completion of actual inventory:
 - 5.1 Purchase Order related to the Procurement of CSE Supplies Inventory
 - 5.2 Supplies Monitoring
 - 5.3 Supplier Maintenance
 - 5.4 Generation of Forms & Reports
 - 5.4.1 Inspection and Acceptance Report (IAR)
 - 5.4.2 Requisition and Issue Slip (RIS)
 - 5.4.3 Inventory Custodian Slip (ICS)
 - 5.4.4 Stock Card (SC)
 - 5.4.5 Report on Supplies and Materials Received and Issued (RSMRI)
 - 5.4.6 Report on the Physical Count of Inventories (RPCI)
 - 5.4.7 Material Requirement Planning (MRP)
 - 5.5 Automatic generation of series/numbers/barcode/stock number
 - 5.6 Others, as may be narrated during data gathering

6. Data Exchange Module
For bulk transactions and inter-system compatibility, importation of Excel templates shall be provided for the following, among others:
 - 6.1 Equipment Master list
 - 6.2 Supplies/Item Master list
 - 6.3 Supplier Master list
 - 6.4 Employee Master list
 - 6.5 Barcode checklist
 - 6.6 Other master data
 An export facility shall also be provided to further enhance inter-system compatibility. The format will be based on the needs of the existing system that would be accepting the exported file.

7. Transport Module
The module will also use a barcoding system to easily track and monitor the official trips per vehicle.
 - 7.1 Capability to monitor and maintain vehicles used for motor pool
 - 7.2 Capability to monitor and track the trip details per vehicle, including fleet card
 - 7.3 Capability of generating reports and forms, such as Repair and Maintenance Report, Trip tickets, etc.
 - 7.3 Automatic generation of series/numbers/barcode
 - 7.4 Others, as may be narrated during data gathering

- c. Integration and Customization – provide technical services for the following:
 1. To develop customized modules, functions and features for ACPC PIMS;
 2. To directly integrate the PIMS with temporary inventory systems, accounting system and HRIS.
 3. To directly integrate the PIMS with barcode scanners and readers.
- d. Technology Transfer - the provision of the necessary user / administrative technical trainings that cover systems, database administration, manual processes, procedures, and policies:
 1. Training of Administrators - To transfer knowledge on system management by conducting training workshops on systems administration, basic coding, basic database maintenance and uploading of data.
 2. Training for the end-users
 3. To turn over the complete system documentation like training manuals, video etc.
- e. Total migration from existing temporary systems (for data that PIMS will be the primary repository of):
 1. The total migration and integration that will be preparatory to the systems final deployment into production stage shall be conducted
 2. The actual data migration from the existing system's database into the new database shall be done
 3. The integration of the system in the existing security and access control shall be observed
 4. Provision for back-up, restoration and recovery procedures.
- f. After sales-project Service and Support.
 1. Free system update and/or system revisions for changes mandated by the national government for a period of one (1) year after project turnover.
 2. Availability of the SUPPLIER for consultation, and warranty support for a period of one (1) year after project turnover.
 3. Definition of severity, target response and resolution times are shown below.

Severity	Condition	Response Time	Resolution Time	Frequency of Updates
1	System is down or does not function at all; system unavailable, inaccessible and/or has data integrity issues with no workaround available, resulting in total disruption of work or critical business impact.	3 hours	6 hours	Twice every business day
2	System is down or does not function at all; system unavailable, inaccessible and/or has data integrity issues with no workaround available, resulting in total	6 hours	12 hours	Every business days

	disruption of work or critical business impact.			
3	A component of the system is not performing as documented; there are unexpected results; problems can be circumvented; there is moderate or minor operational impact; system performance issue or bug affecting some but not all users; short-term workaround is available.	24 hours	24 hours	Every 2 business days
4	Questions pertain to usage questions or clarification of documentation; inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, configuration, upgrades, or performance; bugs affecting a small number of users; acceptable workaround available.	48 hours	48 hours	Every 4-business day

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

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

V. Compliance and Compatibility

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

It should also be compliant to the Data Privacy Act of 2012 (R.A. No. 10173), Cybercrime Prevention Act of 2012 (R.A. No. 10175) and the Electronic Commerce Act of 2000 (R.A. No. 8792).

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

VI. Hardware and Consumables

Delivery of the following equipment:

1. One (1) unit Server
 - *Full specification shall be provided by the ISMD team*
2. Four (4) units branded handheld barcode scanner
 - capability of scanning 1D and 2D Code
 - Branded
3. Two (2) units branded label printer
 - compatible with the offered barcode scanner
 - Branded
4. 100,000 pcs label stickers
 - must be tamper proof

- water proof,
- dust proof

VII. Milestones/Payment Schedule

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

% of Payment	Upon completion of the following:
30 % of the total project cost	Requirements Definition: Data gathering and submission of System Requirements Document (SRD) and the Out-of-the-Box PIMS (shall be accepted by ACPC)
40 % of the total project cost	Development of Modules based on Functions, Forms, Reports (identified during data gathering), Data migration and Integration of existing temporary system of ACPC (shall be accepted by ACPC)
20 % of the total project cost	Training and "Go Live" (shall be accepted by ACPC)
10 % of the total project cost	One (1) - year warranty period

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

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

VIII. Project Management Team

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

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

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

IX. Project Timeline (3 Months)

Activities	Time/Period
Project Kick-off	1 st Week
Requirements Definition	1 st Week-3 rd Week
System Development <ul style="list-style-type: none"> • Preparation, integration and roll-out of the out-of-the-box PAMS software with Forms and Reports identified at TOR • Data Migration • System Debugging / Dry Run • Administrator and User Training • Roll-out of the system 	3 rd week to 11 th week
Project Turnover <ul style="list-style-type: none"> • One (1) Year Service and Support after Project Turnover 	12 th week

The service provider must be paid in full within 7 days after the conduct of the activity.

X. List of Required Reports

1. Asset Master list
2. Supplies/Item Master list
3. Supplier Master list
4. User Master list
5. Project Procurement Management Plan (PPMP)
6. Annual Procurement Plan for Non-Common-use Supplies (APP Non-CSE)
7. Procurement Monitoring Report (PMR)
8. Agency Procurement Compliance Performance Indicators (APCPI)
9. Purchase Request (PR)
10. Status of PR for all stages of procurement activities - from issuance of Request for Quotations (RFQ) to Request for Payment (RFP)
11. Abstract of Canvass (AOC) or Abstract of Quotations (AOQ) Report
12. Purchase Order (PO)
13. Generation of Summary of Purchase Order
14. Property Acknowledgment Receipt (PAR)
15. Property Card (PC)
16. Report on the Physical Count of Property, Plant and Equipment (RPCPPE)
17. Inventory and Inspection Report (IAI)
18. Waste Material Report (WMR)
19. Report of Lost, Stolen, Damaged or Destroyed Property (RLSDDP)
20. Request for Transfer of Accountability (RTA)

21. Property Pass-out
22. Inspection and Acceptance Report (IAR)
23. Requisition and Issue Slip (RIS)
24. Inventory Custodian Slip (ICS)
25. Stock Card (SC)
26. Report on Supplies and Materials Beginning Balance, Received, Issued and Ending Balance (RSMBRIE).
27. Report on the Physical Count of Inventories (RPCI)
28. Material Requirement Planning (MRP)
29. Reordering Point
30. Trip Ticket
31. Request for repair and maintenance form
32. Repair and Maintenance Ledger
30. Others, as may be narrated during data gathering

I hereby commit to comply and deliver the above requirements.

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

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.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

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.
- ☐ (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

