

ANNEX “B”

Bidding Forms/ Templates



REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE
Tanggapang Pampanguluhan sa Operasyong Pangkomunikasyon

**Statement of ALL Ongoing Government and Private Contracts
(Including Contracts Awarded but not yet Started)**

NAME OF PROJECT :

BIDDER'S COMPANY NAME :

COMPANY ADDRESS :

ITEM NO.	a) Name of Contract b) Date of Contract c) Contract Duration	Owner's Name and Address/Party Contracting with Bidder	Kinds of Goods	a) Amount of Contract b) Value of Outstanding Contracts	Date of Delivery
GOVERNMENT					
	a) b) c)			a) b)	
PRIVATE					
	a) b) c)			a) b)	

Instructions:

1. Please indicate the correct and complete information required for each contract.
2. Date of Delivery indicates the projected date/s provided in their respective contracts
3. In case there are no ongoing contracts, pls. put N/A or None.

Submitted by : _____ Designation: _____ Date: _____
(Printed Name and Signature)



REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE
Tanggapang Pampanguluhan sa Operasyong Pangkomunikasyon

Statement of the Single Largest Completed Contract

NAME OF PROJECT :

BIDDER'S COMPANY NAME :

COMPANY ADDRESS :

a.) Name of Contract b.) Date of Contract c.) Contract Duration	Owner's Name and Address/Party Contracting with the Bidder	Kinds of Goods	Amount of Completed Contract	Date of Delivery

Instructions:

1. Please indicate the correct and complete information required for each contract.
2. Attach End-user's Acceptance OR Official Receipt(s) OR Sales Invoice issued for the Contract
3. If no completed contract, please put N/A or None.

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

BY:

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2021 at _____, Philippines. Affiant is personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her ____ (Type of valid ID) _____, with his/her photograph and signature appearing thereon, with ____ (ID Number) _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 2021.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2021 at _____, Philippines. Affiant is personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her ____ (Type of valid ID) _____, with his/her photograph and signature appearing thereon, with ____ (ID Number) _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 2021.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address of agent	Amount and Purpose of Commission or gratuity
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_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements 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. **2021-PCOO-I-012** Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Platform Hosting (one [1] year eFOI Platform Cloud Hosting service)								
2	Technical Support and Maintenance								
3	eFOI Mobile Development Application Design Enhancement and Development (one [1] full time equivalent resource)								

Name: _____

Legal Capacity: _____

Signature: _____

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

Technical Specifications

Item No.	Minimum Technical Specifications	Statement of Compliance
1	<p>Platform Hosting (eFOI Platform Cloud Hosting)</p> <p>Web hosting is an online service that enables the eFOI to be published to the internet for users anywhere to see and use. eFOI needs to sign up for a hosting service, which means that the platform basically rents space on a server on which it can store all the files and data necessary for the website to work properly.</p> <p>Instead of a physical server for a computer, we will use Cloud hosting which is currently the most reliable solution on the market, so that eFOI website is available all the time for anyone who wants to request documents and acquire public information. With cloud hosting, eFOI will be provided with a cluster of servers. eFOI platform files and resources are duplicated on each server. This is important to ensure the smooth functions of the portal, by allowing the traffic to be automatically routed to another server in the cluster. This further guarantees that there is enough server capacity to handle up to 5-10 million page views per year. In line with the 99.52% service uptime, the acquisition of multiple servers will enable business continuity for the eFOI portal in case of an unexpected downtime of one of the servers</p> <p>There is a need for this online platform due to the increasing number of requests from the public, and other activities such as the on-boarding of government agencies which would require more storage capacity for user activities.</p> <p>Moreover, a web host is responsible for keeping the server up and running 24/7, protecting it from malicious attacks, and serving content (text, images, files) from the server to visitors' browsers. Additionally it will guarantee that there is enough capacity for the server.</p> <p>The Service Provider must submit monthly usage reports vs. capacity and insights to effectively plan for capacity.</p>	

	<p>Actual hosting cost with Google Cloud capped at \$800 per month subject to equivalent Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening;</p> <p>This will also include Google Play Store/App Store registration fee (approximately \$25 subject to equivalent Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening).</p>	
2	<p>Technical Support and Maintenance:</p> <p>a) One (1) year of Support and Maintenance services for the eFOI portal and eFOI Mobile Application</p> <p>Technical Support and Maintenance services must include continuous software upgrades and bug fixes while users have uninterrupted access to the site.</p> <p>This will allow end-users to have full access to the site with 0.48% downtime while conducting site modifications and beta-testing.</p> <p>This will also ensure that the eFOI portal and mobile application is up to date and secured from different sorts of viruses and other online threats when accessed from different devices.</p> <p>The Technical Support and Maintenance services must perform a regular/monthly checkup and configuration support for the system settings to patch, identify and fix critical bugs for eFOI portal and mobile application to function and serve its purpose of constant document requests and approvals.</p> <p>The Technical Support and Maintenance services must perform security patching and compliance to security and/or regulatory advisories/requirements as they are made available to ensure the security of data that users input and acquire from the platform. This will also ensure that the eFOI portal and mobile application is aligned with accepted regulations.</p> <p>Vendor to provide a platform for Offsite Support, if Onsite is not available.</p>	

	<p>b) Transition/Migration Management Plan</p> <p>The Provider will conceptualize and facilitate a Transition/Migration Plan following the standard IT migration procedure:</p> <ol style="list-style-type: none"> 1. Scope and Planning 2. Pre-launch preparation 3. Pre-launch testing 4. Launch day support 5. Post-launch review and support 6. Performance review <p>This must be conducted with full transparency and flexibility in constant coordination with the in-house IT team and back up development team of DICT. Actual cost for the Migration plan is capped \$390 or less depending on the resources consumed after migration.</p> <p>The Service Provider shall prepare an overall documentation and turn-over the source code of the eFOI mobile application to the PCOO after the end of the contract.</p> <p>The FOI IT team shall, as well, seek assistance from DICT Cybersecurity Team for the issuance of certificate of security for both web and mobile applications (eFOI portal and eFOI mobile application) and the Service Provider shall comply with the assessment provided by the DICT Cybersecurity Team prior to the roll-out.</p>	
3	<p>Design Enhancement and Development <i>(Design and Development Team)</i></p> <p>The Provider will assign Design and Development Resources Team and a Project Manager to focus on the project for the development of new features and enhancements to the current web eFOI platform and mobile application.</p> <p>This team is expected to focus on the priority features, updates, enhancements and modifications to the frontend and backend processes for a better eFOI platform.</p> <p>New features include:</p> <ul style="list-style-type: none"> • Sign up and login (e.g. Face verification feature) • Splash screen (launch screen) • Navigation dashboard • Agency dashboard • Cross-platform compatibility 	

	<ul style="list-style-type: none"> • Image galleries • Messaging system • Social media feeds and features • Social media integration • eFOI portal API integration • Push notifications • Analytics systems for backend (admin) • Feedback mechanism/Rating system, etc. <p>The Provider must also ensure transparency and flexibility throughout the development period, to ensure that concerns will be addressed and raw concepts and ideas will be converted into a fully working software platform.</p> <p>Further, there is a requirement to assign development resources, such as UI/UX Designer, Full Stack Web and Mobile Developers and a Project Manager to guarantee that the eFOI platform will be deployed within the stipulated timeline. (Kindly refer to Annex "A")</p>	
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	Terms of Payment	Statement of Compliance
	Billing after the 1st month: 50% of TCP (subject for approval by end-user)	
	Billing after the 4th month: 50% of TCP (subject for approval by end-user)	