



NEGOTIATED PROCUREMENT (*TWO FAILED BIDDINGS*)

SUPPLY AND DELIVERY OF COMMON OFFICE SUPPLIES AND EQUIPMENT FOR LOT ONE (1) REQUIREMENTS

(First Tranche for Y2023)

(Project Identification No. ITB-GSD-004-14-03-2023/NP-Lot1)

Approved Budget for the Contract is One Million Two Hundred Seventy-Four Thousand Seven Hundred Thirty-One Pesos Only (1,274,731.00)

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.



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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

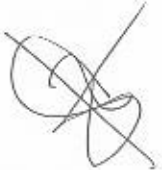
Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture,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



REQUEST FOR QUOTATION
(Negotiated Procurement-Two Failed Biddings)

SUPPLY AND DELIVERY OF COMMON OFFICE SUPPLIES AND EQUIPMENT
FOR LOT ONE (1) REQUIREMENTS
(FIRST TRANCHE FOR Y2023)

1. In view of the two (2) failed biddings, the United Coconut Planters Bank Savings, Inc. (UCPB Savings, Inc.), through its Bids and Awards Committee (BAC), invites PhilGEPS registered suppliers to participate in the Negotiated Procurement of **Supply and Delivery of Common Office Supplies and Equipment for Lot One (1) Requirements (First Tranche for Y2023)**, in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations (RIRR) of the Republic Act No. 9184.
2. The UCPB Savings, Inc., through the Corporate Budget FY 2023, applied the sum of **One Million Two Hundred Seventy-Four Thousand Seven Hundred Thirty-One Pesos Only (Php1,274,731.00), inclusive of all applicable taxes** for Lot 1 office supplies and equipment requirements. A portion of the budget shall apply to the procurement specified below;

LOT NO.	DESCRIPTION	QNTY	UOM	ABC
1	Supply and Delivery of Printer Consumables for Lot One (1) Requirements	1	lot	Php1,274,731.00
	TOTAL			Php1,274,731.00

3. The schedule of activities are as follows:

Activities	Schedule	Venue
Availability of Request for Quotation, and Other Documents	Starting 13 July 2023 8:00 to 5:00 PM	<i>UCPB Savings, Inc., 2nd Floor, Overseas Filipino (OF) Bank Building, 1000 Liwasang Bonifacio, Intramuros, Barangay 656-A, 1000 Manila City, Philippines</i> <i>Or through:</i> <i>videoconferencing via Microsoft Teams using this link:</i> _____
Pre-Negotiation Conference	21 July 2023; 1:30 PM	
Submission and Opening of Final Offer, Technical, and Financial Documents	11:30am of 28 July 2023 for Submission ; 1:30pm of 28 July 2023 for Proposal Opening	
Contract Negotiation with the LCB or NOA	4 August 2023, 1:30PM	



4. Pre-negotiation will be conducted on 21 July 2023; 1:30PM to further discuss the technical and financial requirements of the project via *MS Teams*.
5. Submission and Opening of quotations, technical, and financial documents shall be held at the *UCPB Savings, Inc., 2nd Floor, Overseas Filipino (OF) Bank Building, 1000 Liwasang Bonifacio, Intramuros, Barangay 656-A, 1000 Manila City, Philippines*, on the date and time indicated above. Late Bids shall not be accepted.
6. The complete set of documents may also be obtained at the BAC Secretariat, *UCPB Savings, Inc., 2nd Floor, Overseas Filipino (OF) Bank Building, 1000 Liwasang Bonifacio, Intramuros, Barangay 656-A, 1000 Manila City, Philippines*. Bidders that have previously purchased bid documents are no longer required to purchase the biddocuments again. However, new suppliers which did not purchase the bidding documents in the previous failed biddings may join provided that they shall pay the applicable fee of **Php5,000.00**, not later than the deadline for submission of Final Offer as indicated above. Proof of payment shall be presented, physically or through facsimile/email, on or before deadline for submission and opening of bids.
7. The UCPB Savings, Inc. reserves the right to reject any and all quotations/proposals, or declare a failure of negotiation process, or not award the contract at any time, and makes no assurance that the contract shall be entered into as a result of this invitation without thereby incurring any liability in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.
8. Interested Suppliers may obtain further information from:

UCPB SAVINGS, INC.

BAC Secretariat

*2nd Floor, Overseas Filipino (OF) Bank Building,
1000 Liwasang Bonifacio, Intramuros, Barangay
656-A, 1000 Manila City, Philippines*

Tel No.: (+632) 8555-1018 local 1043

Email Address: bacsecretariat@ucpbsavings.com


DANTE R. CORTEZ
BAC Chairperson




***Section I. Request for Quotation
(Negotiated Procurement-Two Failed Biddings)***

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Section II. Instructions to Suppliers

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1. Scope of Bid

The Procuring Entity, *UCPB Savings, Inc.*, wishes to receive the proposal for the, Supply and Delivery of Common Office Supplies and Equipment for Lot One (1) Requirements (First Tranche for Y2023), with Identification Number *ITB-GSD-004-14-03-2023/NP-Lot1*.

The Procurement Project (referred to herein as "Project") is composed of two (2) lots, 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 Corporate Budget FY 2023 in the amount of *One Million Two Hundred Seventy-Four Thousand Seven Hundred Thirty-One Pesos Only (Php1,274,731.00)* will be taken from the ABC of Php2,313,555.45 for two (2) lots of common office supplies and equipment requirements for first tranche Y2023.

2.2. The source of funding is the Corporate Budget of UCPBS.

3. Requirements for Negotiation

The Negotiated Procurement-Two Failed Biddings 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 Supplier, by the act of submitting its Proposal, 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 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 Suppliers

- 5.1. Only Bids of Suppliers found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Suppliers 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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Negotiation

The Procuring Entity will hold a pre-negotiation 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 2 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 e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security (NOT APPLICABLE)

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its Bid.

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



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 2 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 8 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the



BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.


19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. 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

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Bid Data Sheet

ITB Clause																
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><i>a. Supply and Delivery of Common Office Supplies and Equipment for Lot One (1) Requirements (First Tranche Y2023)</i></p> <p><i>b. Completed within three years prior to the deadline for the submission and receipt of bids.</i></p>															
7.1	<i>Subcontracting is not allowed.</i>															
12	The price of the Goods shall be quoted DDP <i>NCR</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.															
14.1	<i>Not Applicable</i>															
15	Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.															
19.3	<p>The descriptions of the lots or items are:</p> <table><tr><th>LOT NO.</th><th>DESCRIPTION</th><th>QTY</th><th>UOM</th><th>ABC</th></tr><tr><td>1</td><td>Supply and Delivery of Printer Consumables</td><td>1</td><td>lot</td><td>Php1,274,731.00</td></tr><tr><td></td><td>TOTAL</td><td></td><td></td><td>Php1,274,731.00</td></tr></table>	LOT NO.	DESCRIPTION	QTY	UOM	ABC	1	Supply and Delivery of Printer Consumables	1	lot	Php1,274,731.00		TOTAL			Php1,274,731.00
LOT NO.	DESCRIPTION	QTY	UOM	ABC												
1	Supply and Delivery of Printer Consumables	1	lot	Php1,274,731.00												
	TOTAL			Php1,274,731.00												
20.2	<p>For purposes of Post-qualification, the following document(s) shall be required:</p> <p>1. Latest Income Tax Returns (For the year 2022, filed 2023) (BIR Form 1701 or 1702).</p> <p>2. For the purpose of this bidding, prospective bidders shall submit their Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering six (6) months prior to the Opening of Bids. However, in view of BIR RMC No. 5-2023, taxpayers are no longer require to file their Monthly Value Added Tax Declaration or Form 2550M beginning January 1, 2023, hence, those with Quarter ending January 2023 to March 2023 shall submit the applicable forms pursuant to</p>															

	<p>said BIR Memorandum.</p> <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized subject to validation and verification.</p> <p>3. Proof of completion of the SLCC as identified in the Statement of SLCC, which shall be a verifiable copy of the Contract, Purchase Order or Framework Agreement, and any of the following documents:</p> <ul style="list-style-type: none"> (a) corresponding Sales Invoice/s; (b) Official Receipt/Cash Receipt/Collection Receipt; and (c) Certificate of Completion/ Certificate of Acceptance. <p>In case the PhilGEPS Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder is required to submit the said documents anytime during the post-qualification stage.</p>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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



5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to <i>UCPB Savings Head Office and/or UCPBS Authorized Third-Party Logistics Warehouse</i>. In accordance with INCOTERMS.”</p> <p><i>Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <i>UCPB Savings Head Office and/or UCPBS Authorized Third-Party Logistics Warehouse</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 are the following:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</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>



	<ul 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
	<ul style="list-style-type: none"> 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. f. Trainings and all other specified deliverables in the Terms of Reference/Technical Specifications. <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> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul 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

	<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</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>two years</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.</p>
	<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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p>

Handwritten signatures and initials are present on the right margin of the page, including a large signature at the top and several sets of initials or smaller signatures below it.

	<p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>




	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be as follows: <i>Full payment upon completion of delivery.</i>
4	The inspections and tests, if applicable, will be conducted upon delivery.



Section VI. Schedule of Requirements

Supply and Delivery of Common Office Supplies and Equipment for Lot One (1) Requirements (First Tranche for Y2023)

Project Identification Number: ITB-GSD-004-14-03-2023/NP-Lot1

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

Lot No.	Item Description	Delivery Schedule	Delivery Sites
1	Supply and Delivery of Common Office Supplies and Equipment for Lot One (1) Requirements (First Tranche Y2023)	Within 15 calendar days from the date indicated in the Notice to Proceed (NTP)	UCPB Savings Head Office and/or UCPBS Authorized Third-Party Logistics Warehouse

I hereby commit to deliver the required quality and quantities upon receipt of the Notice to Proceed (NTP).

Name of Company

Signature over Printed Name of
Authorized Representative

Date



Section VII. Technical Specifications



Technical Specifications

Supply and Delivery of Common Office Supplies and Equipment for Lot One (1) Requirements (First Tranche for Y2023)

Project Identification Number: ITB-GSD-004-14-03-2023/NP-Lot1

1	Supply and Delivery of Printer Consumables, consisting of the following items:	1	Lot	
	HEAD OFFICE			
	Epson L3110 Black	31	pc	
	Epson L3110 Cyan	19	pc	
	Epson L3110 Magenta	19	pc	
	Epson L3110 Yellow	19	pc	
	OLIVETTI PR2 RIBBON/ RIBBON CPR 27 (OLIVETTI PR2)	2	pc	
	Epson T664100 L100/L200 Black	24	pc	
	Epson T664200 L100/L200 Cyan	18	pc	
	Epson T664300 L100/L200 Magenta	18	pc	
	Epson T664400 L100/L200 Yellow	18	pc	
	Epson L210 Black	2	pc	
	Epson L210 Cyan	1	pc	
	Epson L210 Magenta	1	pc	
	Epson L210 Yellow	1	pc	
	Epson 3210 Black	2	pc	
	Epson L3210 Cyan	1	pc	
	Epson L3210 Magenta	1	pc	
	Epson L3210 Yellow	1	pc	
	Epson LX310	24	pc	
	HP 680 BLACK	6	pc	
	HP 678 COLOR	10	pc	
	HP 703 COLOR	4	pc	
	HP 703 BLACK	4	pc	
	Samsung MLTD203L Toner / SAMSUNG MLTD203L TONER or PRO EXPRESS M3870FD/ SAMSUNG ProExpress M4070FR	3	pc	
	Epson T664100 L360 Black	5	pc	
	Epson T664200 L360 Cyan	1	pc	
	BROTHER TONER TN-2480	1	pc	
	BRANCHES			
	RIBBON, CALCULATOR ADDING MACHINE	21	/pc	
	RIBBON, MANUAL TYPEWRITER	1	/pc	
	CALCULATOR, 12 DIGIT	27	/pc	
	OLIVETTI PR2 RIBBON/ RIBBON CPR 27 (OLIVETTI PR2)	143	/pc	
	COMPUPRINT SP40 PLUS ORIGINAL RIBBON	277	/pc	

COMPUPRINT SP40 ORIGINAL RIBBON	20	/pc	
BROTHER TONER MFCL5900DW / TN-3428	23	/pc	
MFCL2750DW / TN-2460	35	/pc	
BT6000 BK BLACK	20	/pc	
BT5000C / LC-535XL CYAN	14	/pc	
BT5000M / LC-535XL MAGENTA	14	/pc	
BT5000Y / LC-535XL YELLOW	14	/pc	
BROTHER TONER TN-2480	8	/pc	
HP 680 BLACK	54	per pc	
HP 680 COLOR	54	per pc	
HP 678 BLACK	31	per pc	
HP 678 COLOR	11	per pc	
HP LASERJET TONER 85A	3	per pc	
Epson T664100 L100/L200 Black	65	per pc	
Epson T664200 L100/L200 Cyan	29	per pc	
Epson T664300 L100/L200 Magenta	29	per pc	
Epson T664400 L100/L200 Yellow	26	per pc	
Epson FX2175 Ribbon	210	per pc	
Canon CL-57/CL-811 Color	4	per pc	
Canon CL-57/PG-810 Black	6	per pc	
Epson 3110 Black	182	per pc	
Epson L3110 Cyan	127	per pc	
Epson L3110 Magenta	121	per pc	
Epson L3110 Yellow	117	per pc	
Epson LX-300	1	per pc	
Samsung MLTD203L Toner / SAMSUNG MLTD203L TONER or PRO EXPRESS M3870FD/ SAMSUNG ProExpress M4070FR	20	per pc	
Samsung MLTD105L Toner	11	per pc	
Epson L120 - BK T6641 (Black)	46	piece	
Epson L120 - C T6642 (Cyan)	23	piece	
Epson L120 - M T6643 (Magenta)	18	piece	
Epson L120 - Y T6644 (Yellow)	18	piece	
Epson L3210 Black	35	piece	
Epson LX310	2	piece	
Canon G2010 BK GI-790<BK> Black	2	pc	
Canon G2010 C GI-790<C> Cyan	2	pc	
Canon G2010 M GI-790<M> Magenta	2	pc	
Canon G2010 Y GI-790<Y> Yellow	2	pc	
Canon Pixma 88 Black (For Canon E510)	6	pc	
Canon Pixma 98 Color (For Canon E510)	3	pc	
INK, HP NO. 45	59	pc	

NOTE: SHOULD BE PACKED AND LABELED BASED ON ALLOCATION.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Bidder/Company

Signature over Printed Name of
Authorized Representative

Date

A handwritten signature in blue ink, consisting of a large loop followed by a vertical stroke and a small flourish.A handwritten signature in blue ink, featuring a large loop and a vertical stroke, similar to the one above but with more complex flourishes.

***Section VIII. Checklist of Technical and
Financial Documents***



TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- ☐ 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
- ☐ 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
- ☐ Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- ☐ 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

- ☐ The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Or;

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

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

Handwritten signatures and initials in the bottom right corner of the page.

Class "B" Documents

- ☐ If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or**
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- ☐ 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.

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

FINANCIAL COMPONENT ENVELOPE

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



BIDDING FORMS



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:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- 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 Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements 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: _____

CONTRACT AGREEMENT

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

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) The Supplier' Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b) Schedule of Requirements;
 - c) Technical Specifications;
 - d) General Conditions of Contract;
 - e) Special Conditions of Contract;
 - f) Performance Security; and
 - g) Entity's Notice of Award.
 - h) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the payments to be made by the Entity to the Supplier as hereafter mentioned, the Supplier hereby covenants with Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the goods and services and the remedying of defects therein, The Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. Notwithstanding any provision in the General and Special Conditions of Contract, the UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.
6. UCPBS shall have the right to assign its rights and liabilities under this Contract subject only to a notice to the Supplier.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed and delivered by _____ the _____ (for the Entity)

Signed, sealed and delivered by _____ the _____ (for the Contractor)



Acknowledgment

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

A handwritten signature in blue ink, consisting of a large, stylized 'C' or 'G' shape with a long, sweeping tail that extends downwards and to the right.A handwritten signature in blue ink, featuring a complex, swirling design with multiple loops and a final, sharp, downward-pointing stroke.

Bid Form# _____ Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of



Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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



Bid Form# _____ Secretary's Certificate

I, _____, a duly elected and qualified Corporate Secretary of [*Name of Bidder*], a corporation duly organized and existing under and by virtue of the law of the **PHILIPPINES**, **DO HERBY CERTIFY that:**

I am familiar with the facts herein certified and duly authorized to certify the same:

At the meeting of the Board of Directors of the Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

"RESOLVED, that (*Name of Bidder*), as it hereby is/are, authorized to participate in the bidding of (*Name of the Project*), and that if awarded the project shall enter into a contract with the UCPB Savings, Inc.; and in connection therewith hereby appoint (*Name of Representative/s*), acting as duly authorized and designated representatives of [*Name of Bidder*], is/are granted full power and authority to do effectively as the (*Designation of the Representative/s*) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

Name of Representatives	Designation	Specimen Signature
_____	_____	_____
_____	_____	_____

RESOLVED FURTHER THAT, the [*Name of Bidder*] hereby authorizes its representative/s to:

1. Execute a waiver of jurisdiction whereby the [*Name of Bidder*] hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
2. Execute a waiver that the [*Name of Bidder*] shall not seek and obtain writ of injunctions or prohibition or restraining order against the UCPB Savings, Inc. (UCPBS) or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me this _____ at _____, Metro Manila, affiant exhibiting to me his respective [Government Issued ID] with expiry date on _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022



Bid Form# ____ Bid Securing Declaration Form

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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



Bid Form# ____ Statement of all Ongoing Contracts

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

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owners Name Address Telephone nos.	Nature of Work	Bidders Role		Date Awarded Date Started Date of Completion	% Accomplishment	
			Description	%		Planned	Actual
Government							
Private							
						Total Cost	

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

- Notice of Award and/or Contract/ Purchase Order
- Official Receipt/ Sales Invoice
- Notice to Proceed issued by the owner
- Certificate of Accomplishment signed by the owner or authorized representative
- Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date



Bid Form# ____ Statement of Single Largest Completed Contract

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that (Company) _____ has following completed contracts for the period of CY 2019 – 2022

Date of the Contract	Contracting Party	Name of Contract	Amount of Contract	Date of Delivery/ End-User's Acceptance	Date of Official Receipt

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

Notice of Award and/or Contract/ Purchase Order

Official Receipt/ Sales Invoice

Notice to Proceed issued by the owner

Certificate of Accomplishment signed by the owner or authorized representative

Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date



Bid Form# _____ Net Financial Contracting Capacity Statement

NET FINANCIAL CONTRACTING CAPACITY (NFCC) STATEMENT

Summary of the bidder assets and liabilities on the basis of the income tax return and audited financial statement stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collection agent, for the immediately preceding year. The computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-total	
Multiplied by 15	
Sub-total	
Minus: Value of outstanding contracts	
NCFF	

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date



Republic of the Philippines



Government Procurement Policy Board

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a personal name.

A second handwritten signature in blue ink, located below the first one in the bottom right corner. It is also stylized and appears to be a personal name.

A third handwritten signature in blue ink, located at the very bottom right of the page. It is a stylized signature, possibly a different person or a second signature of the same person.