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|      | <p>labelled with bidder's assigned short name, last six (6) digits of the bidding reference number and bid copy number, each separated with a dash sign. Thus, for a project with bidding reference number LBP-HOBAC-ITB-GS-20200305-03 that XYZ Company wants to bid on, the archived files shall be labelled as XYZ-030503-C1 and XYZ-030503-C2. The archived files shall be generated using either WinZip, 7-zip or WinRAR and must be password-protected. Only bids that are successfully uploaded to the LBP-SFTF on or before the deadline shall be accepted.</p> <p>Each of the above-mentioned archived files shall contain the Technical Proposal and Financial Proposal files in PDF format. The files shall be labelled as above plus the word "Tech" or "Fin" in the case of the Technical Proposal and Financial Proposal, respectively. Thus, using the above example, XYZ-030503-C1 shall contain the PDF files labelled XYZ-030503-C1-Tech and XYZ-030503-C1-Fin while XYZ-030503-C2 shall contain the PDF files labelled XYZ-030503-C2-Tech and XYZ-030503-C2-Fin.</p> <p>The Technical Component and Financial Component files shall be in PDF format and password-protected. They shall be assigned with a different password for each. All the required documents for each component shall be in one (1) PDF file, sequentially arranged as indicated in the Checklist of Bidding Documents and must be signed by the authorized signatory/ies when required in the form.</p> <p>The prospective bidder shall receive an acknowledgement receipt via email after successful uploading of its/his electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the HOBAC Secretariat at (02) 8522-0000 local 2609 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid. Electronic bids received after the deadline shall not be accepted by the HOBAC. Thus, bidders are requested to upload their electronic bids at least two (2) hours before the deadline.</p> |
| 20.3 | <p>Each Bidder shall submit PDF files labeled XYZ-030503-C1-Tech and XYZ-030503-C1-Fin while XYZ-030503-C2 shall contain the PDF files labelled XYZ-030503-C2-Tech and XYZ-030503-C2-Fin. The PDF files shall be assigned with a different password each.</p>  |
| 21   | <p>All bids shall be submitted electronically. Only bids that are successfully uploaded on or before the deadline shall be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the</p>  |

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|           | <b>Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes B-1 to B-7.</b>  |
| <b>23</b> | <b>In case of modification of bid, "Mod" shall be added at the end of the specified filenames (e.g. XYZ-030503-C1- Mod and XYZ-030503-C1-Tech-Mod).</b>   |
| <b>24</b> | <p><b>On the bid opening date, the bidder shall confirm its/his participation in the online meeting with the HOBAC Secretariat at least one (1) hour before the scheduled meeting. Only one account/connection per participating bidder shall be allowed to join the meeting. If the bidder has more than one (1) representatives, the said representatives may take turns in using the account/connection.</b></p> <p><b>Projects with participating bidders in attendance shall be given priority in the queuing.</b></p> <p><b>Upon the instruction of the HOBAC Chairperson to start the bid opening activity, the HOBAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The HOBAC Secretariat shall record the session and act as Moderator of the meeting all throughout.</b></p> <p><b>Once the connections are in place, the HOBAC, with the assistance of the HOBAC Secretariat, retrieves the archived file from the LBP-SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the HOBAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Proposal. The retrieval, opening and page-by-page review of documents shall be shown to the participants through screen sharing.</b></p> <p><b>The HOBAC then determines the eligibility of the specific bidder using a non- discretionary "pass/fail" criteria. Only bidders that have been rated "Passed" shall be allowed to participate in the succeeding stages of the bidding process.</b></p> <p><b>The HOBAC, with the assistance of the HOBAC Secretariat, shall then open the Financial Proposals of those bidders that have been rated "Passed". Upon instruction from the HOBAC, the bidder concerned shall disclose the password for its/his Financial Proposal. The opening and page-by-page review of documents shall still be shown to the participants through screen sharing.</b></p> <p><b>The HOBAC, with the assistance of the HOBAC Secretariat, conducts bid evaluation and ranking of the bids. The results of</b></p> |

|         | <p>bid evaluation and ranking shall be recorded in the Abstract of Bids, which shall be signed by the HOBAC Members and Observers. The result of evaluation and raking shall also be announced to the participants.</p> <p>The access of the bidders to the session shall be terminated once the Chairman has declared that the bid opening activity for a specific project has been finished.</p>   |                                       |                  |                                       |   |   |               |
|---------|--|---------------------------------------|------------------|---------------------------------------|---|---|---------------|
| 24.2    | No further instructions.   |                                       |                  |                                       |   |   |               |
| 24.3    | No further instructions.   |                                       |                  |                                       |   |   |               |
| 27.1    | No further instructions.   |                                       |                  |                                       |   |   |               |
| 28.3    | <p><b>Grouping and Evaluation of Lots –</b></p> <p>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</p> <p>Option 1 – Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</p> <p>Option 2 – All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</p> <p>Option 3 – Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.</p> <p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be taken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <table border="1" data-bbox="443 1651 1358 1914"> <thead> <tr> <th data-bbox="443 1651 587 1798">Lot No.</th> <th data-bbox="587 1651 1106 1798">Item Description</th> <th data-bbox="1106 1651 1358 1798">Approved Budget of the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1798 587 1914">1</td> <td data-bbox="587 1798 1106 1914">Supply and Delivery of 4,300 pieces Ribbon for EPSON Printer for FX2190</td> <td data-bbox="1106 1798 1358 1914">P1,247,000.00</td> </tr> </tbody> </table> | Lot No.                               | Item Description | Approved Budget of the Contract (ABC) | 1 | Supply and Delivery of 4,300 pieces Ribbon for EPSON Printer for FX2190 | P1,247,000.00 |
| Lot No. | Item Description   | Approved Budget of the Contract (ABC) |                  |                                       |   |   |               |
| 1       | Supply and Delivery of 4,300 pieces Ribbon for EPSON Printer for FX2190  | P1,247,000.00                         |                  |                                       |   |   |               |

|         |  |  |               |
|---------|--|--|---------------|
|         | 2  | Supply and Delivery of 440 pieces<br>Genuine Burroughs Black<br>Multiline Print Inkjet Cartridge | P1,034,000.00 |
| 28.4    | No further instructions.   |  |               |
| 29.2    | Certified true copy of Value Added Tax (VAT) or Percentage Tax (PT) Returns for the last two (2) quarters filed manually or through the BIR Electronic Filing and Payment System (EFPS). Only tax returns filed manually or through EFPS and taxes paid shall be accepted.   |  |               |
| 32.4(f) | No additional requirement.   |  |               |
| 33.2    | <p>If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:</p> <p>(a) CBD 2 – 18<sup>th</sup> Floor, LANDBANK Plaza Building<br/>             Ms. Erlin G. Del Rosario – Account Officer<br/>             Telephone No. 8-405-7345 local 2117<br/>             (For Assets 1 Billion and up)</p> <p>(b) SME-MLD 2 - 18<sup>th</sup> Floor, LANDBANK Plaza Building<br/>             Mr. Ronaldo Robles – Account Officer<br/>             Telephone No. 8-405-7431 local 7431<br/>             (For Assets below 1 Billion)</p> |  |               |

### **23. Termination for Default**

- 23.1** The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.
- 23.2** The Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- 23.3** The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligations under the Contract.
- 23.4** In the event the Procuring Entity terminates this Contract in whole or in part for any of the reasons provided under GCC Clause 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5** In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

### **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

### **25. Termination for Convenience**

- 25.1** The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract

## Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

### PDF File - Eligibility and Technical Components

- **The contents of the First PDF File shall contain documents sequentially arranged as follows:**

- **Eligibility Documents – Class “A”**

#### Legal Eligibility Documents

1. PhilGEPS Certificate of Registration under Platinum Membership (all documents enumerated in its Annex A must be updated); or all of the following:
  - Registration Certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents;
  - Valid and current mayor's/business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or equivalent document for Exclusive Economic Zones or Areas; and
  - Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

#### Technical Eligibility Documents

2. ***Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (sample form - Form No. 7).***
3. ***Duly notarized Revised Omnibus Sworn Statement (sample form - Form No.6)***
4. 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, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).



5. Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least twenty five percent (25%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).
6. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
7. Section VI - Schedule of Requirements with signature of bidder's authorized representative.
8. Section VII - Specifications with response on compliance and signature of bidder's authorized representative.

#### Financial Eligibility Documents

9. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
10. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank.

#### • **Eligibility Documents – Class "B"**

11. Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, 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 shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.

#### • **Technical Documents**

12. Manufacturer's authorization or back-to-back certification evidencing that the supplier is an authorized distributor/reseller. In case of back-to-back certification

the relationship of the bidder up to the manufacturer/brand owner should be clearly established.

13. Certificate of Satisfactory Performance issued by the Head, Facilities Management Department (FMD) not earlier than 30 calendar days prior to the deadline of submission of bid (applicable only for current and past suppliers of printer consumables for LANDBANK).
  14. One (1) piece per item sample of the actual product.
- **Post-Qualification Documents – [The bidder may submit the following documents within five (5) calendar days after receipt of Notice of Post-Qualification]:**
    15. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
    16. Income Tax Return for 2018 filed manually or through EFPS.

**PDF File – Financial Component**

- ***The Second PDF File shall contain documents sequentially arranged as follows:***
  1. Duly filled out Bid Form signed by the bidder's authorized representative (sample form - Form No.1).
  2. Dully filled out Schedule of Prices signed by the bidder's authorized representative (sample form – Form No.2).