

PHILIPPINE BIDDING DOCUMENTS

Public Bidding for THE DIGITIZED DOCUMENT REPOSITORY SYSTEM - PHASE I

Government of the Republic of the Philippines

**Sixth Edition
June 2022**

Preface

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

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

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

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

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

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC Approved Budget for the Contract.

BAC Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP Bangko Sentral ng Pilipinas.

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

CDA Cooperative Development Authority.

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

CIF Cost Insurance and Freight.

CIP Carriage and Insurance Paid.

CPI Consumer Price Index.

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

DTI Department of Trade and Industry.

EXW Ex works.

FCA “Free Carrier” shipping point.

FOB “Free on Board” shipping point.

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

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

GFI Government Financial Institution.

GOCC Government-owned and/or controlled corporation.

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

services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP Government of the Philippines.

GPPB Government Procurement Policy Board.

INCOTERMS International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs Local Government Units.

NFCC Net Financial Contracting Capacity.

NGA National Government Agency.

PhilGEPS Philippine Government Electronic Procurement System.

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

PSA Philippine Statistics Authority.

SEC Securities and Exchange Commission.

SLCC Single Largest Completed Contract.

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

UN United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
NATIONAL HOME MORTGAGE FINANCE CORPORATION
1st to 5th Floor, Filomena Building III, 104 Amorsolo Street,
Legaspi Village, Makati City
Telephone Nos. 893-15-01

INVITATION TO BID FOR THE DIGITIZED DOCUMENT REPOSITORY SYSTEM - PHASE I

1. The *National Home Mortgage Finance Corporation (NHMFC)*, through the *corporate operating budget for year 2022* intends to apply the sum of **FIVE MILLION FIVE HUNDRED THOUSAND PESOS (Php5,500,000.00)** being the ABC to payments under the contract for the *Digitized Document Repository System – Phase I*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *National Home Mortgage Finance Corporation* now invites bids for the above Procurement Project. Delivery of the Goods is required for Eight (8) months which shall commence fifteen (15) days after receipt of the Notice to Proceed. Bidders should have completed, within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the NHMFC Bids and Awards Committee (BAC) – Secretariat and inspect the Bidding Documents at the address given below during 8:00 am to 4:00 am.

A complete set of Bidding Documents may be acquired by the interested Bidders starting **19 July 2022** to **16 August 2022**, from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the

amount of Twenty-Five Thousand Pesos (P25,000.00) only. Bidders may deposit their payments for the bidding documents through Land Bank of the Philippines (LBP) CA 1782-1003-74 with account name NHMFC. Bidders may input name in the LBP deposit slip in the portion of depositors representative and email a copy of the said deposit slip to nhmfc.bacsecretariat@gmail.com. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through e-mail.

5. The *National Home Mortgage Finance Corporation* will hold a Pre-Bid Conference on **02 August 2022 at 02:00 p.m.** at the 5th Floor NHMFC Board Room which shall be open to prospective bidders.

6. Bids must be duly received by the BAC Secretariat on or before **16 August 2022**. Late bids shall not be accepted.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

8. Deadline of submission and opening of bids shall be on **16 August 2022 at 02:00 pm** at the NHMFC Board Room 5th Floor, Filomena Bldg. III, 104 Amorsolo St., Legaspi Village, Makati City. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.

9. The *National Home Mortgage Finance Corporation* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

Mr. Noe R. Valencia
Head, BAC Secretariat
Telephone Nos. 893-1501 local 328
104 Filomena Bldg. Amorsolo St., Legaspi Village,
Makati City
noe.valencia@nhmfc.gov.ph
Website: www.nhmfc.gov.ph

(Sgd.)

MA. VICTORIA L. ALPAJARO
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *National Home Mortgage Finance Corporation* wishes to receive Bids for the *Digitized Document Repository System – Phase I for Eight (8) months with identification number*

The Procurement Project (referred to herein as “Project”) is composed of Digitization Project Requirement of the National Home Mortgage Finance Corporation, 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 in the amount of **FIVE MILLION FIVE HUNDRED THOUSAND PESOS (PHP5,500,000.00)**.

2.2. The source of funding is:

a. the 2022 Approved Corporate Operating Budget (NHMFC-COB)

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in 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 *Five (5) 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

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

14.2. The Bid and bid security shall be valid until *one hundred twenty calendar days (120 C.D.)* from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in the **IB**.

17. Opening and Preliminary Examination of Bids

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.

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in 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:

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

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

20. Post-Qualification

20.2. 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, *{[Include if Framework*

Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>contracts that involve the Digitized Document Repository System equivalent to at least fifty percent (50%) of the ABC</i></p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Sub-contracting is not allowed
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Php 110,000.00, <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php 275,000.00, <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p>
19.3	<p>The project consists of One (1) Lot to wit:</p> <p>Procurement for the Digitized Document Repository System with an Approved Budget for the Contract of Five Million Five Hundred Thousand Pesos (Php 5,500,000.00)</p>
20.2	Not applicable
21.2	No further instructions

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1.Scope of Contract

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

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

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

2.Advance Payment and Terms of Payment

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

3.Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6.Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>a. The Procuring Entity is: <u>NATIONAL HOME MORTGAGE FINANCE CORPORATION</u> (hereinafter referred to as “NHMFC” for brevity)</p> <p>b. The Supplier is [to be inserted at the time of contract award]</p> <p>c. The Funding Source is the NHMFC Approved Corporate Operating Budget for CY 2022</p> <p>d. The Project Site is the NHMFC Warehouse, Taguig City (refer to Terms of Reference)</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered to NHMFC 104 Filomena Building, Amorsolo Street, Legaspi Village, Makati City. In accordance with INCOTERMS.”</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to NHMFC 104 Filomena Building, Amorsolo Street, Legaspi Village, Makati City. 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>

	For purposes of this Clause the Procuring Entity's Representative.
	<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. <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>

2.2

The terms of payment shall be as follows:

% Completion	% of the Contract Price
30% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, groomed loan documents, Retrieval Software of Scanned Images, and Uploading of digitized/indexed images to existing DCMS)	20%
50% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, groomed loan documents, and Software for indexing of scanned documents)	20%
80% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, and groomed loan documents)	20%
100% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, groomed loan documents, Final version of Retrieval Software of Scanned Images, Uploading software of digitized/indexed images to existing DCMS, and Software for indexing of scanned documents)	30%
Total	90%

Payment for the billings above will be processed within Thirty (30) calendar days from submission of the Billing Invoice.

NHMFC shall retain TEN PERCENT (10%) of the total contract price during the One (1) year warranty period. The retained amount shall be released to the

	Service Provider within FIFTEEN (15) DAYS from the lapse of the warranty period.
4	No further instructions
5	No further instructions
6	No further instructions

Section VI. Schedule of Requirements

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

Description	Delivered, Weeks/Months
Digitize loan documents which will cover the delivery, and installation of hardware and software based on NHMFC's specifications.	Eight (8) months upon receipt of the Notice to Proceed

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site. *(Note: Delivery of Goods is required for Eight (8) months which shall commence thirty days after receipt of the Notice to Proceed).

I hereby commit to comply and deliver all the above requirements in accordance with the above-cited schedules.

**Name of Bidder/Company
of Representative**

Signature over Printed Name

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

1	<p>The project requires the digitization/scanning of at least TWO MILLION (2,000,000.00) pages of loan documents and official corporate records from the 60,000 borrowers' loan accounts under the various NHMFC collection programs. The project shall be done onsite at the NHMFC warehouse in Taguig.</p>	
2	<p>The Service Provider shall provide competent and highly technical personnel for the project and may not subcontract any of the services contained herein.</p>	
3	<p>The performance of the entire project shall not exceed EIGHT (8) MONTHS from receipt by the winning bidder of the Notice to Proceed.</p> <p>All deliverables shall be subject to validation and/or user testing and acceptance by NHMFC.</p> <p>For this purpose, Service Provider is required to submit a Work Plan which shall contain all essential elements and/or factors needed to carry out and successfully complete the project such as but not limited to the number of personnel to undertake the project, <u>number of resources, number of man-hours required, point persons, computers, equipment for scanning, the minimum number of pages to be scanned/digitized per day, milestones and timelines, etc.</u></p> <p>The Work Plan submitted shall be subject to evaluation and acceptance by the NHMFC.</p>	
4	<p>The Service Provider shall provide all necessary equipment to undertake/implement the project which shall not be limited to computer/s, heavy-duty, high-speed scanners, and backup facilities. After the acceptance of the NHMFC, the Service Provider may pull out the equipment from the NHMFC premises.</p> <p>Service Provider shall likewise provide all consumable office supplies necessary for the project such as, but not limited to, storage boxes, folders, long brown envelopes, labeling materials, papers, adhesives, staplers, staple wires, fasteners, and the like.</p> <p>All documents pertaining to accounts of borrowers or buyers under any of the NHMFC's programs shall be placed in long, expanding folders made of heavy paper stock or other thin, but stiff material capable of holding and providing adequate protection to the documents to be contained therein.</p> <p>Storage file box specifications: 12" x 16", with lid; with the capacity to hold a maximum of 175lbs.; must fit in the Corporation's steel racks (with adjustable shelves) located at the Taguig Warehouse. Steel rack dimensions: Length =101.5", Width =58.5" and Height = 13".</p> <p>Sizes of the document to be scanned but not limited to the following: A4, Short, Legal or A3.</p>	

	Scanned images will be saved using searchable PDF format.	
5	Minimum Resolution: 300 dots per inch, bi-tonal for black and white documents, and colored for colored documents.	
6	Digital Images must be capable of being viewed and printed using a standard PC and color printer.	
7	All digitized files for the indexed documented information shall be submitted in a portable external Solid-State Drive (SSD). A minimum of two (2) units of SSD shall be provided by the SERVICE PROVIDER.	
8	Software for indexing and retrieval of scanned documents using the indexed fields keyed in by the Service Provider. This will also be used to validate/review the digitized/indexed documents delivered to NHMFC.	
9	Uploading of digitized/indexed documents to NHMFC's existing Document Content Management System (DCMS) or in any available system.	
10	Conforms to the requirements of electronic evidence rule and all relevant provisions under the e-Commerce Act of 2000 to ensure the usability of the documented information as a faithful copy of the original.	
11	All software must have a perpetual license.	

**TERMS OF REFERENCE
FOR THE DIGITIZED DOCUMENT REPOSITORY SYSTEM - PHASE I**

I. PROJECT DESCRIPTION

The project involves the digitization of existing official documents and records of the National Home Mortgage Finance Corporation (“NHMFC” for brevity). The converted digital format will be saved in NHMFC specified storage and imported into the existing Document Content Management System (DCMS) or any available NHMFC system. The digitized/captured documents can be retrieved using the DCMS, in any available NHMFC system, and with the Service Provider software.

II. OBJECTIVE

The project aims to achieve the following:

- To protect and organize original loan documents by reducing frequent handling during reference use or reproduction;
- To digitize loan documents which will cover the delivery, and installation of hardware and software based on NHMFC’s specifications;
- To conform to the requirements of electronic evidence rule and all relevant provisions under the e-Commerce Act of 2000 to ensure the usability of the documented information as a faithful copy of the original.

III. PROJECT SCOPE

Unless otherwise specified, all works and/or services herein stated shall be accomplished by the Service Provider.

1. Sorting

The process involves the segregation of documents for scanning based on a checklist to be provided by the NHMFC. The Service Provider shall be required to cross out or note down documents not found in the account/document folders enumerated in the checklist.

Handling and identification of documents and all other relevant instructions will be demonstrated and given by appropriate NHMFC personnel prior to the start of sorting activities.

Documents that will not be scanned shall be stored in a properly labeled envelope and placed in file boxes to be labeled accordingly.

2. Pre-Conversion Grooming of Documents

The process involves the removal of foreign objects (staples, clips, and other objects) to documentary reports that may affect the scanning process. It may also require the use of or insertion of documents into protective materials (such as plastic films or transparency films) or the application of tapes to torn pages to prevent further damage and/or deterioration of documents. The documents to be scanned shall be arranged in the correct order based on the specifications to be given by the Corporation.

3. Conversion of Documents into Retrievable and Searchable Electronic Format

The process involves the conversion of original paper documents into electronic/digital format using effective, cost-efficient, and technologically advanced document digital solutions. Document scanning shall be bi-tonal for black and white documents and colored for colored documents. Delicate documents shall be handled carefully and flat-bed scanners shall be used, if necessary.

Scanners to be used in the conversion process shall be provided by the Service Provider.

The scanner operator shall check the scanned images as they flash during scanning. Substandard images shall be re-scanned, double feeds shall be corrected and unnecessary images shall be deleted. At the end of each day, the Service Provider must provide reports on documents scanned with the following information: the number of folders/accounts scanned, the housing loan program, and the number of pages scanned.

All digitized documents must be capable of integration with the existing Document Content Management System (DCMS) or in any available system of the Corporation.

The existing DCMS of NHMFC is version 9.7 using IBM DB2 database.

The NHMFC will require a work plan to show proof of the vendor's capability in providing the required service. This will include importing digitized images to NHMFC's repository device/server.

4. Indexing of Searchable Electronic Content

The Service Provider shall key in at least five (5) index fields per document to be defined and signed off by the designated NHMFC representative. Indexed data to be entered should be placed on a separate paper, positioned on the tip of each document.

Index fields must be capable of identifying documents/reports as part of a group entry and conversely capable of being searched separately from the grouped entry.

Indices shall be checked against the scanned images.

The Service Provider must be able to publish documents converted into digital/electronic format into the repository of NHMFC.

5. Post-Conversion Grooming

The Service Provider shall be responsible for the return of documents to their original location with the assistance of designated NHMFC personnel.

All scanned documents shall be grouped and filed accordingly into separate new folders to be provided by the Service Provider. Transfer Certificates of Titles shall be segregated and inserted individually into long brown envelopes to be provided by the Service Provider. All account folders and envelopes shall be labeled accordingly using barcoding equipment to be provided by Service Provider.

All the labeling (on folders, envelopes, boxes, and the like) must be in accordance with or consistent with the policies and requisites of the existing Custodian Management Information System.

The new folders containing the scanned documents and the folders containing the documents which were not scanned will be banded together per borrower and will be stored alphabetically in properly labeled file boxes to be provided by the Service Provider. Envelopes containing the TCTs shall be returned and stored in the vault area.

IV. OTHER TECHNICAL REQUIREMENTS

1. The project requires the digitization/scanning of at least TWO MILLION (2,000,000.00) pages of loan documents and official corporate records from the 60,000 borrowers' loan accounts under the various NHMFC collection programs. The project shall be done onsite at the NHMFC warehouse in Taguig City.
2. The Service Provider shall provide competent and highly technical personnel for the project and may not subcontract any of the services contained herein.
3. The performance of the entire project shall not exceed EIGHT (8) MONTHS from receipt by the winning bidder of the Notice to Proceed.

All deliverables shall be subject to validation and/or user testing and acceptance by NHMFC.

For this purpose, Service Provider is required to submit a **Work Plan** which shall contain all essential elements and/or factors needed to carry out and successfully complete the project such as but not limited to the number of personnel to undertake the project, number of resources, number of man-hours required, point persons, computers, equipment for scanning, the minimum number of pages to be scanned/digitized per day, milestones and timelines, etc.

The **Work Plan** submitted shall be subject to evaluation and acceptance by the NHMFC.

4. The Service Provider shall provide all necessary equipment to undertake/implement the project which shall not be limited to computer/s, heavy-duty, high-speed scanners, and backup facilities. After the acceptance of the NHMFC, the Service Provider may pull out the equipment from the NHMFC premises.

Service Provider shall likewise provide all consumable office supplies necessary for the project such as, but not limited to, storage boxes, folders, long brown envelopes, labeling materials, papers, adhesives, staplers, staple wires, fasteners, and the like.

All documents pertaining to accounts of borrowers or buyers under any of the NHMFC's programs shall be placed in long, expanding folders made of heavy paper stock or other

thin, but stiff material capable of holding and providing adequate protection to the documents to be contained therein.

Storage file box specifications: 12" x 16", with lid; with the capacity to hold a maximum of 175lbs.; must fit in the Corporation's steel racks (with adjustable shelves) located at the Taguig Warehouse. Steel rack dimensions: Length =101.5", Width =58.5" and Height = 13".

Sizes of the document to be scanned but not limited to the following: A4, Short, Legal or A3.

Scanned images will be saved using searchable PDF format.

5. Minimum Resolution: 300 dots per inch, bi-tonal for black and white documents, and colored for colored documents.
6. Digital Images must be capable of being viewed and printed using a standard PC and color printer.
7. All digitized files for the indexed documented information shall be submitted in a portable external Solid-State Drive (SSD). A minimum of two (2) units of SSD shall be provided by the SERVICE PROVIDER.
8. Software for indexing and retrieval of scanned documents using the indexed fields keyed in by the Service Provider. This will also be used to validate/review the digitized/indexed documents delivered to NHMFC.
9. Uploading of digitized/indexed documents to NHMFC's existing Document Content Management System (DCMS) or in any available system.
10. Conforms to the requirements of electronic evidence rule and all relevant provisions under the e-Commerce Act of 2000 to ensure the usability of the documented information as a faithful copy of the original.
11. All software must have a perpetual license.

V. NHMFC's RESPONSIBILITIES

1. NHMFC shall provide a working area complete with tables, chairs, lighting and air-conditioning, provision for personnel locker, and a master list of all folders with complete details as to account name and account number.
2. Upon delivery of digitized/indexed images using the retrieval software provided by the Service Provider, the NHMFC shall validate/check the clarity of the sample of images delivered, the correctness of keyed-in indices, and the completeness of returned documents.

VI. WARRANTY

1. Service Provider warrants that it shall conform to the conditions contained in this Terms of Reference.

2. Service Provider warrants, represents and undertakes reliability of the services, and their manpower complement are hardworking, qualified/reliable, and dedicated to the service required to the satisfaction of the NHMFC whose records are to be digitized. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the Corporation's office premises.
3. The Service Provider shall comply with the laws governing employee compensation, PhilHealth, Social Security and labor standards, and other laws, rules, and regulations applicable to its employed personnel on account of the contracted services. The Service Provider shall pay its personnel not less than the minimum wages and other benefits mandated by law.
4. The Service Provider, in the performance of its services, shall secure, and maintain at its own expense all registration, licenses, or permits required by national or local laws and shall comply with the rules, regulations, and directives of regulatory authorities and commissions. The Service Provider undertakes to pay all fees or charges payable to any instrument of government or to any other duly constituted authority relating to the use or operation of the installation.
5. The Service Provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
6. The Service Provider shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the NHMFC whose records are to be digitized shall be specifically released from any and all liabilities arising therefrom.
7. The Service Provider shall neither assign, transfer, pledge, nor subcontract any part of the scope of work or deliverables and other services in connection with the implementation/undertaking of the project.
8. The Service Provider shall turn over all scanned/digitized files including library systems, if any, to the NHMFC.
9. A warranty period of One (1) year shall be provided to NHMFC from the date of official acceptance by the NHMFC of the project.

VII. CONFIDENTIALITY OF DATA

1. The Service Provider shall document detailed procedures/techniques in identifying system security risks and breaches and how such shall be handled.
2. All project staff of the Service Provider shall be required to sign a non-disclosure agreement prior to the actual deployment of its personnel for the project.
3. All NHMFC records to be digitized, its components, parts and all product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or

any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as “Proprietary Information”) are confidential and proprietary to NHMFC and such Proprietary Information shall not be reproduced, transcribed, or disclosed to third parties without the prior written approval of the NHMFC.

4. The Service Provider shall include in their proposal their compliance to the requirements of Republic Act No. 10173 also known as the Data Privacy Act (DPA) of 2012.

VIII. DELIVERABLES

1. 100% scanned documents. All digitized documents must be capable of integration with the existing Document Content Management System (DCMS) or any available NHMFC system.
2. 100% groomed loan documents sorted alphabetically
 - a. Scanned Transfer Certificate of Title/s (TCTs) in long brown envelopes
 - b. Scanned Loan Documents in expanding folders
 - c. Loan Documents Not Scanned (considered as extra or duplicate files) in expanding folders
3. Monthly Reports of Documents Scanned.
4. Software for retrieval of scanned documents using the indexed fields keyed in by the Service Provider.
5. Uploading of digitized/indexed documents to NHMFC’s existing Document Content Management System (DCMS) or any available NHMFC system.
6. Turn over the storage hardware (external portable SSDs) containing the scanned/indexed documents.

IX. MODE OF PROCUREMENT

The project shall be procured through Competitive Bidding, Article IV Section 10 of Republic Act No. 9184, and its Implementing Rules and Regulations.

X. PROJECT EVALUATION CRITERIA

The Bidder for the Digitization Project shall be evaluated based on the Technical and Financial proposal with a weight of 60% and 40% respectively. The overall passing rate of at least 80%.

XI. MODE OF PAYMENT

Payment for services rendered under the Project shall be based on the Service Provider’s milestones. The Service Provider must break down its costs by components and must clearly set the digitization services cost per page as the basis for its accomplishment billings.

All payments shall be made within a reasonable period upon validation and acceptance by NHMFC of the Service Provider’s output as follows:

% Completion	% of the Contract Price
30% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, groomed loan documents, Retrieval Software of Scanned Images, and Uploading of digitized/indexed images to existing DCMS or any available NHMFC system)	20%
50% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, groomed loan documents, and Software for indexing of scanned documents)	20%
80% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, and groomed loan documents)	20%
100% delivery and acceptance of target volume (Digitized/Indexed Documents in external portable SSDs, groomed loan documents, Final version of Retrieval Software of Scanned Images, Uploading of digitized/indexed images to existing DCMS or any available NHMFC system, and Software for indexing of scanned documents)	30%
Total	90%

Payment for the billings above will be processed within Thirty (30) calendar days from submission of the Billing Invoice.

NHMFC shall retain **TEN PERCENT (10%)** of the total contract price during the One (1) year warranty period. The retained amount shall be released to the Service Provider within **FIFTEEN (15) DAYS** from the lapse of the warranty period.

XII. SERVICE PROVIDER REQUIREMENTS

1. The Service Provider must be a domestic firm, either under sole proprietorship or corporation, with office located in the National Capital Region (NCR), with all the documentary requirements prescribed by Republic Act No. 9184 and its corresponding Implementing Rules and Regulations and pertinent GPPB issuances.

2. The Service Provider must have been in existence in the Information Technology (IT) Business/Document Management System Industry for a period of not less than three (3) years.
3. The Service Provider must have a track record (at least 2 projects) of scanning and indexing service equivalent to at least 50% (for each project) of the total number of pages required for scanning under this project.
4. Certificate of satisfactory service from at least two (2) clients within the last three (3) years.

Documentary submission evidencing compliance with the above stated requirements must be provided with the bid documents.

XIII. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS GOVERNING PROCUREMENT

By submitting their bids, the interested parties expressly signify acquiescence to compliance with the provisions of Republic Act No. 9184, its Implementing Rules and Regulations (IRR), and all issuances from the Government Procurement Policy Board, and all other agencies exercising regulatory authority over this transaction. Specific restrictions and/or guidelines as may be provided by the GPPB, or other government agencies and entities exercising supervisory or regulatory functions over NHMFC and/or the subject matter of this procurement shall be included and made an integral part of the contract. Contract provisions, especially, although not limited to those involving contract implementation and termination, running contrary to any restriction or issuance by GPPB, and/or other government agencies and entities exercising supervisory or regulatory functions over NHMFC and/or the subject matter of this procurement, as well as any established process/procedure of NHMFC, shall be removed or modified accordingly. Submission of bid thus serves as agreement and consent of interested bidders to see to it that any and all additional requirements apart from what is stated in the relevant laws, rules, and regulations governing this procurement, which other government agencies or entities may require, shall be complied with.

Any information which bidders may acquire from NHMFC through this procurement shall be, as far as applicable and practicable, governed by the provisions of the Data Privacy Act.

Any and all additional expenses which may be deemed necessary for NHMFC to effectively and efficiently execute the contract for this procurement shall be included in the determination of the lowest calculated bid.

The bid must contain any and all additional charges, which shall be imposed by the interested bidder. Any charge not included therein may not be imposed by the interested bidder during contract drafting and execution.

Any provision which may hinder, or create a more onerous requirement detrimental to the performance of functions of NHMFC in the ordinary course of business, may not be included in the contract proper.

XIV. LIQUIDATED DAMAGES

Liquidated damages, as provided for in Republic Act No. 9184, its Implementing Rules and Regulations, and other relevant GPPB issuances will be imposed when circumstances warrant.

XV. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **FIVE MILLION FIVE HUNDRED THOUSAND PESOS ONLY (PHP 5,500,000.00)**, inclusive of all applicable taxes and shall be sourced from corporate funds.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**

(f) 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**

(g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

Original copy of Notarized Bid Securing Declaration; **and**

(h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

(i) 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

(j) The Supplier's audited financial statements, showing, among others, the Supplier'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; **and**

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

or

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

Class "B" Documents

(l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

GUIDANCE ON THE PREPARATION OF BID FOLDERS

I I. TABBING OF ELIGIBILITY DOCUMENTS:

A. The **ELIGIBILITY/ TECHNICAL COMPONENT** shall be arranged and tabbed as follows:

TAB	Eligibility/ Technical/ Financial Document
------------	---

A	PhilGEPS Certificate of Registration (Platinum)
----------	---

Under TAB A, the bidder *may* also include the following:

- SEC/ DTI/ CDA Registration
- Mayor's Permit 2021
- BIR Tax Clearance

B	Statement of all Ongoing Government and Private Contracts
----------	---

Under TAB B, the bidder *may* include the following:

- Contracts, Purchase Orders, Invoices etc.

C	Statement of the bidder's Single Largest Completed Contract (SLCC)
----------	--

Under TAB C, the bidder *may* include the Certificate of Acceptance/ Satisfactory Completion of the contract listed

D	Bid Security
----------	--------------

E	Conformity with the Technical Specifications (page ___ of this PBD) Conformity with the Schedule of Requirements (page ___ of this PBD)
----------	--

F	Omnibus Sworn Statement
----------	-------------------------

Under TAB F, include any of the following, if applicable:

- Secretary's Certificate – for corporations, partnership, cooperative
- Special Power of Attorney

G	Computation of Net Financial Contracting Capacity
----------	---

or

A committed Line of Credit from a Universal or Commercial

B. The **FINANCIAL COMPONENT** shall be arranged and tabbed as follows:

TAB	Eligibility/ Technical/ Financial Document
------------	---

A	Bid Form (refer to Appendix 1, pages ____ of this PBD)
----------	--

B	Price Schedule (refer to pages ____ of this PBD)
----------	--

I II. SEALING AND MARKING OF BIDS

A A. The sets of technical / eligibility and financial components shall be submitted in **three (3) sets/copies** (1 ORIGINAL and 2 COPIES) sealed and marked as follows:

- **ORIGINAL BID ENVELOPE** (Sealed and Marked as ORIGINAL) which contains the following:

- o Sealed Envelope marked as ORIGINAL- TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels

- o Sealed Envelope marked as ORIGINAL – FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels

- **COPY 1 BID ENVELOPE** (Sealed and Marked as Copy 1) which contains the following:

- o Sealed Envelope marked as COPY 1 – TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels

- o Sealed Envelope marked as COPY 1 – FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels.

- **COPY 2 BID ENVELOPE** (Sealed and Marked as Copy 2) which contains the following:

- o Sealed Envelope marked as COPY 2 – TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels

- o Sealed Envelope marked as COPY 2 – FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels.

These envelopes containing the original and the copies shall then be enclosed in one single envelope.

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 Currency	Purpose of 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. 42

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: _____

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)
WHICH IS SIMILAR IN NATURE**

Completed Government / Private Contract, within the past Five (5) years.

Name of Entity : _____
Business Address : _____

Name and Location of Project	Description of the Project	Classification (Government / Private)	Date of Contract	Type of Services	Amount of Contract	Contract Duration (in months)

Attachment:

Certificate of satisfactory completion issued by the client (in letterhead form).

Submitted by:

Name of Representative of Bidder

Position

Date: _____

**Statement of All On-Going Gov't and Private Contracts
including Project Awarded but Not Yet Started**

List of Government and Private Contracts, within the last Five (5) years.

Name of Entity : _____
 Business Address : _____

Name and Location of Project	Description of the Project	Classification (Government / Private)	Date of Contract	Type of Services	Amount of Contract	Contract Duration (in months)

Attachments (At least two (2) supporting documents as proof)

1. Notice of Award and Notice to Proceed; or
2. Purchase Order or Contract Agreement or Job Order.

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

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
- ii. It has no claims for labor and materials filed against the contractor; and
- iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

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

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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.*:

i. Philippine Bidding Documents (PBDs);

 i. Schedule of Requirements;

ii. Technical Specifications;

iii. General and Special Conditions of Contract; and

iv. Supplemental or Bid Bulletins, if any

ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

v. 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 sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]
Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____, with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in _____ City, Philippines, this _____ day of _____ 20____, personally appeared:

NAME CTC NO. ISSUED AT/ON

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments, is written and

acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20__
PTR No. _____
Issued at: _____
TIN No. _____

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

Authority of Signatory

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____ DO HEREBY CERTIFY, that:

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

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

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ by the National Home Mortgage Finance Corporation; and that if awarded the project shall enter into contract with the National Home Mortgage Finance Corporation; and in connection therewith hereby appoint _____ acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully effectively as the _____ 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;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ 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 _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the Office of the Ombudsman 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.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ____day of _____, 20__ affiant
exhibited to me his/her _____ issued on
at _____, Philippines.

Notary Public

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

