



Republic of the Philippines
COMMISSION ON ELECTIONS
M a n i l a

SECTION VIII

Bidding Forms *as revised*

ONE-YEAR LEASE CONTRACT FOR MONOCHROME PRINTERS AND PHOTOCOPYING MACHINES

BAC Reference No. 11-2016 MP-PCM

BIDS AND AWARDS COMMITTEE
2016

Bid Form (*as revised*)

Date: _____

Invitation to Bid¹ No: _____To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:²

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.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

SEC. VIII, BIDDING FORMS

P a g e | 3

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Financial Proposal Templates

(1) For the 64 Units of Network Monochrome Printers (NMP):

Brand Name of NMP	Cost Per Copy for the Guaranteed Minimum Copies (GMC) of 250,000 copies per month)	Total Offer for the Lease of 64 Units NMP for One Year (Cost per copy x 5,022,960 copies per year)	Cost per copy in excess of the GMC
	(Offer is inclusive of taxes, maintenance services, consumables, delivery/pull-out costs and other fiscal levies)		

TERMS AND CONDITIONS

1. Bid price shall be “per copy” for all the 64 NMPs on a yearly basis;

Bid prices shall be up to two (2) decimal points only, *e.g.*, PhP0.70; PhP879,000.25.

2. Billing shall be on a monthly basis after checking the counter device in the presence of end-user’s representative/s;

2.1. No billing shall be processed for payment without any validated report from the end-users’ representatives using the Monitoring Report hereto attached.

Name of Company

Name and Signature of Company Authorized Representative

(Date)

Financial Proposal Templates

(2) For the 25 Units Photocopying Machines (PCM) and 1 back-up unit:

Brand Name of PCM	Cost Per Copy for the Guaranteed Minimum Copies (GMC) of 250,000 copies per month)	Total Offer for the Lease of 25 Units PCM for One Year (Cost per copy x 5,189,304 copies per year)	Cost Per Copy in Excess of the GMC Less: 2% for the Spoilage
	(Offer is inclusive of taxes, maintenance services, delivery/pull-out costs and other fiscal levies)		

TERMS AND CONDITIONS

1. There shall be a flat two percent (2%) spoilage allowance, which may be due to poor print quality, *e.g.*, blurred print outs, with lines, etc., on the copies exceeding the guaranteed minimum accumulated copies per month, *i.e.*, 250,000 copies.
2. Copies exceeding the guaranteed number of copies per month shall be billed on a per copy basis based on the rate offered by the winning bidder;
3. Bid price shall be “per copy” for all the 25 PCMs on a yearly basis;
4. Billing shall be on a monthly basis after checking the counter device in the presence of end-user’s representative/s;
 - 4.1. No billing shall be processed for payment without any validated report from the end-users’ representatives using the Monitoring Report hereto attached.

Name of Company

Name and Signature of Company Authorized Representative

(Date)



Commission on Elections

Department/Office

MONTHLY MONITORING REPORT
(Lease of Monochrome Printer / Photocopier)

Particulars	
Name of Provider	
Billing Period	
Current Number Copies Printed/Generated	
<i>Monochrome Printer</i>	
<i>Photocopier</i>	
Previous Number Copies Printed/Generated	
<i>Monochrome Printer</i>	
<i>Photocopier</i>	
Number of Toner Used for the Billing Period	
Remarks/Comments on the Service Rendered:	

Date: _____

Prepared by:

Signature over printed name

Position

Noted by:

Signature over printed name

Position

Contract Agreement Form

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, viz., [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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

- 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;
- 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: I am 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. *If an owner in case of single proprietorship, partners, officers, directors or controlling stockholders of the corporation or the joint venture:* That they are not related to any incumbent elective city, district, provincial, regional or national official up to the fourth civil degree of consanguinity or affinity; Provided, that if there is any such relationship, the bidder entity may still bid if the concerned partner, officer, director or controlling stockholder divests himself/herself of all his/her interest in such partnership, corporation or joint venture at least three (3) days prior to the submission of bids.

8. *[Name of Bidder]* complies with existing labor laws and standards; and

9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

10. *[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.

11. *[Name of Bidder]* undertakes to comply with all requirements for customization as stated in the Terms of Reference.

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

Bidder's Representative/ Authorized Signatory

[SAMPLE JURAT FOR NOTARIZATION]

SUBSCRIBED AND SWORN to before me this ___ day of _____ in _____, affiant exhibiting to me his/her government issued identification in the form of _____, issued on _____ at _____ and valid until _____, as competent evidence of identity.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]