

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Sixth Edition

**PRODUCTION, PERSONALIZATION, KITTING,
AND DELIVERY OF 250,000 PIECES
EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(*VIA SINGLE-YEAR FRAMEWORK AGREEMENT*)**

BID REFERENCE NO. G-2025-06

April 2025

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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

INVITATION TO BID for

PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS FOR THE DEVELOPMENT BANK OF THE PHILIPPINES (VIA SINGLE-YEAR FRAMEWORK AGREEMENT) BID REFERENCE NO. G-2025-06

- The **Development Bank of the Philippines**, through its **Corporate Budget approved by the governing Board for CY 2025** intends to apply the sum of **Twenty-Three Million Five Hundred Thousand Pesos (PhP 23,500,000.00)**, inclusive of taxes, being the Approved Budget for the Contract (ABC) to payments for the contract for the above-cited project. Details are as follows:

Item or Service	Type and Nature	Maximum Quantity	Cost of Item/Service (inclusive of all taxes, in PhP)	
			Unit Price	Subtotal
EMV Visa Card	Production (card body)	250,000	78	19,500,000.00
	Personalization	250,000	6	1,500,000.00
Non-Card Service/s	Customized Collaterals: Card Carrier and Envelope Production (per set)	250,000	5	1,250,000.00
	Kitting and Delivery to DBP Head Office (includes sorting by branch or per instruction in each Call-Off)	250,000	5	1,250,000.00
TOTAL			94	23,500,000.00

- The **Development Bank of the Philippines** now invites bids for **Production, Personalization, Kitting and Delivery of 250,000 Pieces EMV ATM Visa Cards and Card Collaterals for the Development Bank of the Philippines (via Single-Year Framework Agreement)**. Delivery of the Goods is required within *the expected delivery timeframe indicated in Section VI. Schedule of Requirements/Framework Agreement List*.
- Bidders should have completed, **within the last five (5) years** from the date of submission and receipt of bids, a single contract similar to the Project equivalent to at least fifty percent (50%) of the ABC. Similar contract refers to **Production, Personalization, Kitting, and Delivery of EMV Compliant Cards**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 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.
- Prospective Bidders may obtain further information from *the Development Bank of the Philippines* and inspect the Bidding Documents at the address given below Mondays to Fridays from 9:00 AM to 4:30 PM.

7. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) 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 (PhP 25,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees *via physical presentation of Official Receipt (OR) (original)*. Bidders shall also be given the printed format of the Bidding Documents provided that bidders shall pay the applicable Bidding Documents Fee at least the day before the deadline for submission of their bids.

BAC Secretariat Unit - Procurement and Inventory Management Department (PIMD), 6th Floor, Development Bank of the Philippines (DBP)-Head Office, Sen. Gil Puyat Ave. cor. Makati Ave., Makati City

8. Following are the schedule of bidding activities:

Particulars	Date	Venue
Issuance and Availability of Bidding Documents	Starting 16 April 2025 8:30 AM to 3:00 PM only (excluding weekends and holidays)	6/F BAC Secretariat, DBP Head Office, Makati City
Pre-Bid Conference*	23 April 2025 (Wednesday) 9:30 AM	12/F Suite 5, DBP Head Office, Makati City
Submission of Eligibility, Technical, and Financial Proposals	7 May 2025 (Wednesday) <u>ON OR BEFORE 9:00 AM</u>	6/F BAC Secretariat, DBP Head Office, Makati City
Opening of Eligibility Documents, Technical and Financial Proposals	7 May 2025 (Wednesday) 11:00 AM	12/F Suite 5, DBP Head Office, Makati City

Note: The Pre-bid Conference shall be open to all interested parties. **Bidders may attend the Pre-bid Conference and Bid Opening through videoconferencing via Zoom Meeting App. Bidders who wish to attend/participate via Zoom Meeting must coordinate with the BAC Secretariat through email at least one (1) day before the scheduled bid activity and provide their contact information (name of company, name of representative, email address, contact number). Bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents to ensure completeness and compliance of bids. Bidders are prohibited from recording (audio, video or picture format) the proceedings of the Pre-Bid Conference.*

9. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated above **OR** via (ii) online or electronic submission **on or before deadline as specified on the above schedule.** Late bids shall not be accepted.
10. Electronic bids shall only be submitted through the BAC's Microsoft OneDrive, as the official electronic/online submission facility. Bidders shall inform and coordinate with the BAC Secretariat (bacsecretariat@dbp.ph) on their intent to submit their bids online at least one (1) day before the scheduled deadline of submission. **Bids which are not submitted through MS OneDrive and/or not password-protected shall be disqualified.** Please refer to the Bid Data Sheet for the detailed guidelines and procedure for electronic/online submission.
11. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

12. The **Development Bank of the Philippines** 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.

13. For further information, please refer to:

DBP Bids and Awards Committee Secretariat

6/F Procurement and Inventory Management Department

DBP Head Office, Sen. Gil J. Puyat corner

Makati Avenue, Makati City

Trunkline: (+632) 8818-9511 local 2610 or 2606

Email: bacsecretariat@dbp.ph

Bid Reference No. G-2025-06

14. You may visit the following websites:

For downloading of Bidding Documents

- DBP website: <https://www.dbp.ph/invitations-to-bid/>
- PhilGEPS website: <https://philgeps.gov.ph/>

(SIGNED)

The DBP Bids and Awards Committee

REMINDER TO BIDDERS:

- Please be informed that DBP exercises Zero Tolerance for all types of fraud including illegal practices, corruption and malpractices. DBP officers and employees shall act ethically and lawfully in all transactions and dealing with stakeholders avoiding any appearance of irregularity that could erode the trust and confidence in the Bank as an institution and as the government as a whole.
- DBP cautions the public in dealing with individuals claiming association with the Bank, especially those posing as BAC members for any form of monetary solicitation or support. DBP does not condone illegal acts and disowns any responsibility for transactions made with unauthorized individuals.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Development Bank of the Philippines* wishes to receive Bids for the **PRODUCTION, PERSONALIZATION, KITTING AND DELIVERY OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS FOR THE DEVELOPMENT BANK OF THE PHILIPPINES (VIA SINGLE-YEAR FRAMEWORK AGREEMENT)**, BID REFERENCE NO. G-2025-06.

The Procurement Project (referred to herein as “Project”) is composed of [the following items/services, the details of which are described in Section VII. (Technical Specifications)].

Item or Service	Type and Nature	Maximum Quantity	Cost of Item/Service (inclusive of all taxes, in PhP)	
			Unit Price	Subtotal
EMV Visa Card	Production (card body)	250,000	78	19,500,000.00
	Personalization	250,000	6	1,500,000.00
Non-Card Service/s	Customized Collaterals: Card Carrier and Envelope Production (per set)	250,000	5	1,250,000.00
	Kitting and Delivery to DBP Head Office (includes sorting by branch or per instruction in each Call-Off)	250,000	5	1,250,000.00
TOTAL			94	23,500,000.00

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of ***Twenty-Three Million Five Hundred Thousand Pesos (PhP23,500,000.00), inclusive of all applicable taxes.***

2.2. The source of funding is the Development Bank of the Philippines.

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. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC within the last five (5) years.
- 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: **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 **12th Floor, Suite 5, DBP Head Office, Makati and/or through videoconferencing/webcasting as indicated in paragraph 8 of the IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request 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 Eligibility, Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within the last 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 Eligibility, 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 (120) Calendar Days from the Date of the Bid Opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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 or through online submission as indicated in paragraph 8 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 one (1) lot.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid

through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the **prescribed timeframe** provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. A contract similar to the project refers to Production, Personalization, Kitting, and Delivery of EMV Compliant Cards. b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids equivalent to 50% of the ABC.
7.1	<p><i>Not applicable</i> <i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p>
8	<p>The Development Bank of the Philippines will hold a Pre-bid conference for this Project on:</p> <p>Date: <u>23 April 2025 (Wednesday); 9:30 AM</u></p> <p>Venue: 12th Floor, Suite 5, DBP Head Office, Makati City and/or through videoconferencing/webcasting as indicated in paragraph 8 of the Invitation to Bid (IB).</p> <p>Conduct of Pre-bid Conference:</p> <p>Bidders shall be allowed to participate during the conduct of Pre-bid Conference via Zoom Meeting App. Although attendance during the Pre-bid Conference is not mandatory, prospective bidders are encouraged to attend to fully understand the Bank's requirements through its Technical Specifications, Scope of Works or Terms of Reference and other contents of the Bidding Documents.</p> <ol style="list-style-type: none"> a. Non-attendance of a prospective bidder during the Pre-bid Conference will in no way prejudice its bid. However, it is the sole responsibility of the bidder to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the issuance of the Supplemental/Bid Bulletin. b. All prospective bidders shall be guided by the following: <ol style="list-style-type: none"> b.1 All prospective bidders who will attend the Pre-bid Conference must use the Zoom Meeting App and must coordinate with the BAC Secretariat through email at least one (1) day before the scheduled Pre-bid Conference and provide their contact information: <ul style="list-style-type: none"> ✓ Complete name of the representative ✓ Complete name of the company ✓ Registered e-mail address ✓ Mobile/cell phone numbers b.2 The BAC Secretariat shall send an invite to all prospective bidders through their respective e-mails who desire to join/participate in the Pre-bid Conference using Zoom Meeting at least one (1) day before the said activity.

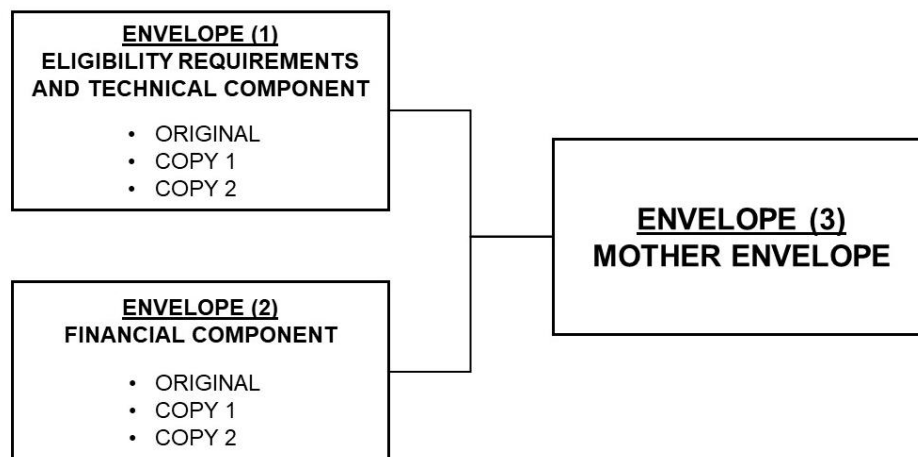
	<p>b.3 The BAC Secretariat shall call all prospective bidders using Zoom Meeting on the respective time slots for a specific procurement project;</p> <p>b.4 The Chairman, or in her absence, the First Vice Chairperson or the Second Vice Chairperson, shall acknowledge all prospective bidders who are present via Zoom Meeting;</p> <p>b.5 Bidders shall turn on their video cameras at all times or during the Pre-bid Conference and Opening of Bids for transparency and recording purposes.</p> <p>b.6 If in case a bidder was not able to join the Pre-bid Conference, they may send their clarifications or queries to the Secretariat through e-mail. All clarifications or queries sent via e-mail including those that were discussed during the Pre-bid Conference shall be properly recorded and shall be included and addressed in the Supplemental Bid Bulletin;</p> <p>b.7 Prospective bidders need not to have their account/e-mails registered in the Office 365. However, bidder must still download the Zoom Meeting App.</p>								
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</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 <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;</p> <p>b. The amount of not less than <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond;</p> <p>c. No required percentage, if bid security is in the form of Bid Securing Declaration.</p> <table><tr><th>Approved Budget of the Contract (inclusive of all taxes, in PhP)</th><th>Cashier's/Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)</th><th>Surety bond (5% of ABC)</th><th>Bid Securing Declaration</th></tr><tr><td>23,500,000.00</td><td>470,000.00</td><td>1,175,000.00</td><td>No required percentage</td></tr></table>	Approved Budget of the Contract (inclusive of all taxes, in PhP)	Cashier's/Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)	Surety bond (5% of ABC)	Bid Securing Declaration	23,500,000.00	470,000.00	1,175,000.00	No required percentage
Approved Budget of the Contract (inclusive of all taxes, in PhP)	Cashier's/Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)	Surety bond (5% of ABC)	Bid Securing Declaration						
23,500,000.00	470,000.00	1,175,000.00	No required percentage						

For Manual Submission of Bids:



Each bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.

Bidders shall submit their bids through their duly authorized representative enclosed in sealed envelopes:

- a. The first sealed envelope “**ENVELOPE (1)**” shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:
 - ORIGINAL – Eligibility Requirements and Technical Component
 - COPY 1 – Eligibility Requirements and Technical Component
 - COPY 2 – Eligibility Requirements and Technical Component
- b. The next sealed envelope “**ENVELOPE (2)**” shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:
 - ORIGINAL – Financial Component
 - COPY 1 – Financial Component
 - COPY 2 – Financial Component
- c. “ENVELOPE (1)” and “ENVELOPE (2)” shall then be enclosed in a single mother envelope/package/box “**ENVELOPE (3)**”, which must be duly labeled, signed, and sealed.



- d. All envelopes “ENVELOPE (1)”, “ENVELOPE (2)”, and “ENVELOPE (3)” shall indicate the following as its **outer label**:
 - addressed to DBP-BAC
 - name and address of the bidder in all capital letters
 - name of the project to be bid in all capital letters
 - bear the specific reference number for the project
 - bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids

	<p>TO : THE BIDS AND AWARDS COMMITTEE DEVELOPMENT BANK OF THE PHILIPPINES (DBP)</p> <p>FROM : _____ <i>(Name of Bidder in All Capital Letters)</i></p> <p>ADDRESS: _____ <i>(Address of Bidder in All Capital Letters)</i></p> <p>PROJECT : _____</p> <p>BID REFERENCE NO : _____ <i>(In Capital Letters, Indicate the Phrase):</i> “DO NOT OPEN BEFORE: (DATE AND TIME OF OPENING OF BIDS)”</p>	
<p><u>For Online/Electronic Submission of Bids:</u></p> <p>Proper labelling of bids (for <u>ELECTRONIC BID SUBMISSION</u>)</p> <p>All bidders must upload their bids/archived files in their respective folders as illustrated below:</p> <p>1) For the first envelope/archived file containing the Eligibility and Technical Proposals:</p> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;"> <p>- (Name of Company/Office/Bidder)_FOLDER 1_ELIGIBILITY AND TECHNICAL COMPONENT_BID</p> <p><i>e.g. ABC Company_FOLDER 1_ELIGIBILITY AND TECHNICAL COMPONENT_BID</i></p> </div> </div> <p>2) For the second envelope/archived file containing the Financial Proposals:</p> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;"> <p>- (Name of Company/Office/Bidder)_FOLDER 2_FINANCIAL COMPONENT_BID</p> <p><i>e.g. ABC Company_FOLDER 2_FINANCIAL COMPONENT_BID</i></p> </div> </div>		

Manner of Submission of Bids

The BAC shall adopt the following procedure in the submission and receipt of bids:

Manual Submission:

- a. Bidders shall be permitted to submit bids through actual submission by submitting the printed copies which must still be compliant with the two-envelope system and the sealing and marking of bids under Section 25 of the Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR);
- b. Bidders shall submit the printed copies of their bid proposals preferably at least one (1) day before the deadline for the submission and receipt of bids;
- c. Bidders may send another representative to submit their bid proposals;
- d. The bidder or its representative shall coordinate with the Secretariat in submitting their bids. Bidders or its representative shall present to the Secretariat the transmittal page containing the Checklist of Requirements attached in the Bidding Documents, or if in case a Supplemental Bid Bulletin was issued, the transmittal page containing the Revised Checklist of Requirements, in which a date and time stamp shall be given as a proof on the submission and receipt of bids. The date and time stamp shall serve as the reference of the BAC and the bidders during the Opening of the Bids;
- e. The Secretariat shall be the sole custodian and shall be responsible in safekeeping the bid proposals;

Electronic Submission:

- a. Bidders shall submit their bid proposals via e-mail electronic format/e-mail provided that it shall comply with the following requirements:
 - a.1 uses a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted;
 - a.2 allows access to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology; and
 - a.3 capable of generating an audit trail of transactions to ensure the security, integrity and authenticity of bid submissions.
- b. Bidders shall comply with the required and proper labelling of bids provided in **Clause 15 of Bid Data Sheet (BDS)**.
- c. Bidders shall submit their bid proposals using the following format:
 - ✓ The following documents must be saved in **PDF file format**:
 - Eligibility (Legal, Technical and Financial) and Technical Documents (First Envelope); and

	<ul style="list-style-type: none"> Financial Proposals (Second Envelope) <ul style="list-style-type: none"> ✓ Must be in archived/.zip file format. Note: .RAR is not recommended. ✓ Shall be labelled as "Name of the Company/Office/Bidder_ELIGIBILITY AND TECHNICAL/FINANCIAL_BID" ✓ Password encrypted <p><u>For the detailed procedures on how to create and encrypt password on archive files, please refer to PAGE 49 of this Guidelines.</u></p> <p>d. The BAC shall use Microsoft Office 365 OneDrive as the platform/facility for the electronic submission of bids;</p> <p>e. Bidders shall inform/notify the BAC Secretariat through email at bacsecretariat@dbp.ph at least one (1) day prior to the deadline of submission and receipt of bids, their intent to submit their bids online. The BAC Secretariat shall then send to the bidders the link of the MS OneDrive folder where the bidders shall upload their electronic bids.</p> <p>f. Upon receipt of the bids containing the first and second envelopes, the BAC through its Secretariat shall send a "Bid Receipt" page for the official date and time of submission which can be saved or printed by the bidder;</p> <p>g. A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Bidders shall send another bid equally secured, properly identified, and labelled as a "modification" of the one previously submitted. The time indicated in the latest "Bid Receipt" page generated shall be the official time of submission. <u>Bids submitted after the deadline shall not be accepted.</u></p> <p>h. <u>Bids which are not submitted through BAC's MS OneDrive and/or not password-protected shall be disqualified.</u></p> <p>i. <u>Bids that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.</u></p> <p>j. The use of the aforesaid online or electronic bid submission shall be allowed until such time the online bidding facility under the PhilGEPS becomes fully operational.</p>
16	<p>The address for submission of bids is: Development Bank of the Philippines-Head Office Bids and Awards Committee (BAC) Secretariat 6/F BAC Secretariat, Procurement Management Department (PMD) Sen. Gil Puyat Ave., cor. Makati Ave., Makati City <u>The deadline for submission of bids is:</u> <u>7 May 2025 (Wednesday); "ON OR BEFORE" 9:00 AM</u></p>

17	<p>The place of bid opening is:</p> <p>Development Bank of the Philippines - Head Office 12th Floor, Suite 5, DBP Head Office, Makati City, <u>or</u> via videoconferencing/Zoom Meeting app</p> <p>The date and time of bid opening is: 7 May 2025 (Wednesday); 11:00 AM</p>
19.3	<p><i>No further instruction</i></p> <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<p><i>No further instruction</i></p> <p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p>
21.2	<p><i>No further instruction</i></p> <p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>No further instruction</i></p> <p><u><i>Please refer to the Draft Contract/ Framework Agreement per Section XII of this Bidding Documents</i></u></p> <p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol 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

	<p>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> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where</p>

	<p>appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case</p>

	<p>of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><u>Please refer to the Technical Specifications per Section VII of this Bidding Documents</u></p> <p><u>The bidder declared as Lowest or Single Calculated and Responsive Bid must open an account with DBP upon issuance of Notice of Award for payment purposes (in case no account with DBP yet).</u></p> <p>[If partial payment is allowed, state] “The terms of payment shall be as follows: .”</p>
4	<p><u>Please refer to the Technical Specifications per Section VII of this Bidding Documents</u></p> <p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

Section VI. Schedule of Requirements

(FRAMEWORK AGREEMENT LIST)

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

PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS FOR THE DEVELOPMENT BANK OF THE PHILIPPINES (VIA SINGLE-YEAR FRAMEWORK AGREEMENT) Bid Reference No. G-2025-06

FRAMEWORK AGREEMENT LIST

ANNEX A

Item/Service: **Production, Personalization, Kitting and Delivery of 250,000 pieces EMV ATM Visa Cards and Card Collaterals**
ABC: **PHP 23,500,000.00**

Item or Service	Type and Nature	Maximum Quantity	Cost of Item/Service (inclusive of all taxes, in PHP)	
			Unit Price	Subtotal
EMV Visa Card	Production (card body)	250,000	78	19,500,000.00
	Personalization	250,000	6	1,500,000.00
Non-Card Service/s	Customized Collaterals: Card Carrier and Envelope production (per set)	250,000	5	1,250,000.00
	Kitting and Delivery to DBP Head Office (includes sorting by branch or per instruction in each Call-Off)	250,000	5	1,250,000.00
TOTAL			94	23,500,000.00

Item or Service	Type and Nature	Expected Delivery Timeframe after Receipt of a Call-Off	
		Quantity Range	Number of Calendar Days
EMV Visa Card	Production (card plastic body)	250,000 and below	Within 45 days*
	Personalization		
Non-Card Service/s**	Customized Collaterals: Card Carrier and Envelope production (per set)	20,000 and below	Within 2 days
	Kitting and Delivery to DBP Head Office (Includes sorting by branch or per instruction in each Call-Off)	20,001 to 100,000 100,001 to 250,000	Within 5 days Within 10 days

* Upon card artwork and white plastic approval

** For initial batch of personalization + services for each new call-off, additional 5 calendar days to expected delivery timeline for technical adjustments

Section VII. Technical Specifications

Technical Specifications

Please refer to FORM 9 of this Bidding Documents for the Technical Specifications (TS) / Terms of Reference (TOR)

Section VIII. Checklist of Eligibility, Technical and Financial Documents

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

TRANSMITTAL FORM

CHECKLIST OF REQUIREMENTS FOR BIDDERS

Note: Please fill-out this form and submit directly to the BAC Secretariat outside of the sealed envelopes.

FOR MACHINE STAMP (OFFICIAL TIME) BY THE DBP BAC SECRETARIAT
Received:

Name of Bidder: _____

Complete Address: _____

Submitted by: _____

Landline: _____ Email: _____

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
LEGAL ELIGIBILITY DOCUMENTS	
TAB 1	<p>If the bidder is a joint venture (JV):</p> <p>a. <u>If bidding as a formed JV:</u> Submit the existing valid, duly accomplished, signed and notarized JV Agreement (JVA). The JVA must specifically indicate among others, the following: the partner company that will represent the JV, the shareholdings of each partner company in the JV (to determine which partner company and its nationality has the controlling majority share), and the share of each partner company in the JV.</p> <p>Moreover, please likewise note:</p> <p>1) <u>If the JV is incorporated or registered with the relevant government agency</u>, all documents listed in this checklist must be under the JV's name and shall submit the PhilGEPS Certificate of Registration under Platinum Category also under the JV's name.</p> <p>2) <u>If the JV is unincorporated</u>, the PhilGEPS Certificate of Registration under Platinum Membership shall be submitted by each of the JV partners, while submission of the technical and financial eligibility documents (Tab 4 onwards) by any one of the JV partners constitutes collective compliance.</p> <p>b. <u>If bidding as a JV that is yet to be formed:</u> Submit duly notarized Agreement to Enter into Joint Venture (<i>Template per FORM 1</i>). Please likewise note:</p> <p>PhilGEPS Certificate of Registration under Platinum Membership shall be submitted by each of the JV partners, while submission of the technical and financial documents (Tab 4 onwards) by any one of the JV partners constitutes collective compliance.</p>

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
	<p>Please refer to FORM 1-A and FORM 1-B for the sample Secretary's Certificate for each of the JV Partners.</p> <p><i>Each JV partner must submit its duly notarized Special Power of Attorney or Secretary's Certificate, whichever is applicable, indicating therein the following:</i></p> <ol style="list-style-type: none"> <i>1. The designated /authorized representative who will sign the Joint Venture Agreement (JVA) or the Protocol to Enter into a JVA;</i> <i>2. That they are duly authorized to participate in the bidding as a JV;</i> <i>3. The authorized Lead Company to represent the JV;</i> <i>4. The person designated as the duly authorized representative of the JV to participate in the bidding, sign the bid proposals/bidding documents and sign the ensuing contract with DBP.</i> <p><i>In case a JV partner is a sole proprietor and the proprietor opts to designate a representative, FORM 2-A shall be customized to include provisions such as the authority to sign the Protocol/Undertaking to Enter a JVA.</i></p>
TAB 2	<p>Proof of appointment/authority of bidder's representative:</p> <p>a. Duly notarized Special Power of Attorney (if the bidder is a sole proprietorship and opts to designate a representative) - Template per FORM 2-A</p> <p>OR</p> <p>b. Duly notarized Secretary's Certificate (if the bidder is a corporation, partnership, cooperative or joint venture), if the bidder is a corporation - Template per FORM 2-B</p> <p>In case there are more than one appointed/designated representatives, bidders must tick ONE of the checkboxes provided in the form to identify if acting ANY ONE OF THE SIGNATORIES, ALL OF THE SIGNATORIES, or ANY (NUMBER) OF THE SIGNATORIES.</p> <p><u>FAILURE TO TICK A CHECKBOX SHALL MEAN THAT ALL AUTHORIZED REPRESENTATIVES MUST SIGN THE BIDDING FORMS.</u></p>
TAB 3	<p>Valid and current Certificate of PhilGEPS Registration (Platinum Membership), in three (3) pages, including Annex "A" or the List of Class "A" Eligibility Documents required to be uploaded and maintained current and updated in PhilGEPS in accordance with section 8.5.2. of the IRR of RA 9184.</p> <p><u>Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the opening of bids. Expired Certificate or any of the Eligibility Documents listed in Annex "A" shall be a ground for failure of the bidder.</u></p>

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
<p><i>Following are the related provisions/requirements based on GPPB Resolution 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):</i></p> <ol style="list-style-type: none"> <i>LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, <u>thus, fully enforcing Sections 8.5.2 and 54.6 of the 2016 revised IRR of RA No. 9184 starting 01 January 2022;</u></i> <i>AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA No. 9184 to reflect that the <u>submission of the recently expired Mayor's Permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184.</u></i> 	
TECHNICAL ELIGIBILITY DOCUMENTS	
TAB 4	<p>Statement by the bidder of ALL its <u>ongoing</u> government and/or private contracts (including those awarded but not yet started, if any), whether similar or not similar in nature and complexity to the contract to be bid (include all contracts with the DBP for the said period, if any (Template per FORM 3), duly signed by the bidder's authorized representative.</p> <p>Note: For bidders who have no ongoing government and/or private contracts, kindly indicate in their statement "NONE" to comply with the requirement. Bidders will be rated "failed" if no document is submitted or if the document submitted is incomplete or patently insufficient (<i>per GPPB NPM 094-2013 dtd. 2013-12-19</i>).</p> <p><i>Copies of the NOA, contract, NTP, or equivalent document for each ongoing contract listed in the statement shall be required to be <u>submitted as part of post-qualification</u> of the bidder declared as the Lowest or Single Calculated Bid.</i></p>
TAB 5	<p>Statement of single completed contract of similar nature (government or private contract) within the last five (5) years equivalent to at least fifty percent (50%) of the ABC (Template per FORM 4), duly signed by the bidder's authorized representative.</p> <p>Similar contract refers to Production, Personalization, Kitting, and Delivery of EMV Compliant Cards.</p> <p>The identified single largest completed contract must be supported by the following:</p> <ol style="list-style-type: none"> <u>Notice of Award (NOA), OR Notice to Proceed (NTP), OR Contract, OR Purchase Order (PO)</u> <p>AND</p> <ol style="list-style-type: none"> <u>Any one of the following documents:</u> <ol style="list-style-type: none"> Copy of Certificate of Completion or Certificate of Acceptance or Certificate of Satisfactory Performance issued by the bidder's client. OR Copy of Official Receipt/s or Sales Invoice/s issued by the bidder to the client (ORs/SIs must sum up to the full amount of total contract price of completed project).

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)											
FINANCIAL ELIGIBILITY DOCUMENTS												
TAB 6	<p>Completely accomplished computation of Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC (<i>Template per FORM 5</i>), duly signed by the bidder's authorized representative.</p> <p>1) The values of the bidder's current assets and current liabilities shall be based on the AFS for CY 2023;</p> <p>2) The value of the NFCC must at least be equal to the ABC of this project.</p> <p><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></p> <p>If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.</p>											
TECHNICAL COMPONENT												
TAB 7	<p>Original Bid Security issued in favor of the Development Bank of the Philippines (must be valid for at least 120 calendar days from the date of bid opening); <u>any one of the following is acceptable:</u></p> <p>a. Cashier's/manager's check issued by a Universal or Commercial Bank (at least 2% of the ABC).</p> <p>b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (at least 2% of the ABC).</p> <p>c. Surety bond, callable upon demand, issued by a surety or insurance company (at least 5% of the ABC) and <u>a copy of certificate issued by the Insurance Commission certifying that the surety or insurance company is authorized to issue a surety bond.</u></p> <p>d. Duly <u>notarized</u> Bid Securing Declaration (<i>Template per FORM 6</i>) duly signed by the bidder's authorized representative.</p> <table><tr><td><i>Approved Budget of the Contract (inclusive of all taxes, in PhP)</i></td><td><i>Cashier's/Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)</i></td><td><i>Surety bond (5% of ABC)</i></td><td><i>Bid Securing Declaration</i></td></tr><tr><td>23,500,000.00</td><td>470,000.00</td><td>1,175,000.00</td><td>No required percentage</td></tr></table> <p>The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.</p>				<i>Approved Budget of the Contract (inclusive of all taxes, in PhP)</i>	<i>Cashier's/Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)</i>	<i>Surety bond (5% of ABC)</i>	<i>Bid Securing Declaration</i>	23,500,000.00	470,000.00	1,175,000.00	No required percentage
<i>Approved Budget of the Contract (inclusive of all taxes, in PhP)</i>	<i>Cashier's/Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)</i>	<i>Surety bond (5% of ABC)</i>	<i>Bid Securing Declaration</i>									
23,500,000.00	470,000.00	1,175,000.00	No required percentage									
TAB 8	Accomplished Omnibus Sworn Statement (with ten [10] statements) (<i>Template per FORM 7</i>), duly signed by the bidder's authorized representative and notarized.											

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
TAB 9	Accomplished Data Privacy Consent Form <i>per FORM 8</i> , duly signed by the bidder's authorized representative.
TAB 10	Accomplished/conformed <i>DBP Card and Collaterals Specifications</i> per <i>FORM 9A</i> (Technical Specifications), duly signed by the bidder's authorized representative. <u>Bidders must state either "Comply" or "Not Comply" on each page of the Technical Specifications AND sign on each page as conformance.</u>
TAB 11	Accomplished/conformed <i>Scope of Works</i> per <i>FORM 9B</i> , duly signed by the bidder's authorized representative.
TAB 12	Conformance to the <i>Framework Agreement List</i> per <i>FORM 9C</i> , duly signed by the bidder's authorized representative.
TAB 13	<i>Applicable for bidder with ongoing or completed EMV ATM Card contract with DBP:</i> Certificate of Satisfactory Performance and No Delayed Projects from DBP E-Channels Operations Department <u>Note: For bidders with no ongoing or completed contract with DBP, indicate "none" or "N/A" to comply with the requirement.</u>
TAB 14	Certificate of Satisfactory Performance (or equivalent document) for completed EMV ATM Card Production, Personalization and Kitting contract from at least two (2) Universal or Commercial Banks or Electronic Money Issuers–Non-Bank Financial Institutions (EMI-NBFI) in the Philippines (supervised by the BSP), under the name of the bidder.
TAB 15	Valid and current accreditation certificate issued by Visa for EMV Card Production and Personalization in favor of the bidder.
TAB 16	Valid and current VISA/Mastercard letter/certification, demonstrating the bidder's capability to produce EMV ATM Visa cards using rPVC material. The certificate should specifically state the following: i. that the bidder is authorized to use rPVC in card production and personalization; and ii. that the material meets VISA's/Mastercard's quality and security standards

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
TAB 17	<p><i>For Bidders sourcing rPVC from a materials vendor or another manufacturing company, the following certifications must be secured by the bidder from their supplier:</i></p> <p>1. Statement/Certificate for availment of materials supply of rPVC cards:</p> <ul style="list-style-type: none"> • Date and Validity • Specific Product Codes • Composition of Materials • Registered under a recognized certification system or quality standard <p>And</p> <p>2. A valid Scope Certificate (SC) for rPVC cards, issued by an accredited certification body, ensuring compliance with the Global Recycled Standard (GRS) or equivalent recognized sustainability certification. The SC must include the following details:</p> <ul style="list-style-type: none"> • Unique SC Number for traceability. • Material Composition specifying the percentage of recycled content (e.g., post-consumer or pre-consumer recycled PVC). • Compliance and conformity with Global Recycled Standard (GRS) for certified recycled content, environmental regulations governing waste management, and sustainability or equivalent proof. • Supplier and Manufacturer Details, including names, certification scope, and validity. <p>OR</p> <p><i>For Bidders with in-house or own rPVC production shall provide the following certification:</i></p> <p>Certificate of compliance and conformity with Global Recycled Standard (GRS) or equivalent recognized sustainability certification for certified recycled content, environmental regulations governing waste management, and sustainability or equivalent proof:</p> <ul style="list-style-type: none"> • Date and Validity • Specific Product Codes • Composition of Materials • Registered under a recognized certification system or quality standard
TAB 18	<p>Letter of Approval (LOA) and/or Certification (<i>valid for at least two years</i>) and/or Letter of Approved Renewal (<i>applicable if less than two years validity</i>) issued by Visa containing the chip product expiry date per Bank specifications issued in favor of the bidder.</p>

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
TAB 19	<p>Duly notarized self-certification signed by the bidder's authorized signatory, certifying that the bidder is as follows:</p> <ol style="list-style-type: none"> 1.1. A highly secure local (Philippine) Personalization Bureau (indicate complete address/location and contact information) which is Visa Certified for IC and Magnetic Stripe Personalization 1.2. The capacity to accept and personalize the first batch of card embossing file/s within fifteen (15) calendar days (upon approval of plastic review and card design) 1.3. The capacity to personalize and kit a minimum of fifty thousand (50,000) EMV cards and deliver within five (5) calendar days upon receipt of card embossing file/s 1.4. A documented (detailed and updated) Business Continuity Plan/BCP (submit copy of BCP to DBP) and a Dedicated Disaster Recovery/Business Continuity site (indicate location/address and contact information; must be Visa/Mastercard accredited; may be local or offshore) as required by BSP 1.5. Payment Card Industry-Card Production (PCI-CP) certified/compliant. 1.6 Shall allow DBP to conduct site/facility survey during evaluation of bid proposal
TAB 20	List of the bidder's key personnel to be contacted in relation to the project (include full name, position, contact details).
TAB 21	<p>A self-certification, signed by the bidder's authorized representative, that the bidder conforms to the following:</p> <ol style="list-style-type: none"> 1.1. Allows to safekeep in the vault of the Bidder the remaining unused EMV cards up to two (2) years at no additional costs to DBP 1.2. Maximum of ten (10) card designs 1.3. Maximum of ten (10) card collateral (card carrier and envelope) designs 1.4. Type of card personalization shall be drop-on-demand (DOD), digital, or thermal with topcoat printing
Item	SECOND ENVELOPE: FINANCIAL PROPOSAL (DULY SEALED AND MARKED)
TAB 1	<p>Duly accomplished Financial Proposal Form (<i>Template per FORM 10</i>), duly signed by the bidder's authorized representative.</p> <p>Note: Total bid shall not exceed the ABC of PhP 23,500,000.00 inclusive of all applicable taxes.</p>
TAB 2	<p>Detailed Financial Proposal/Price Schedule duly signed by the bidder's authorized representative. Bidders <u>shall use</u> either FORM 11-A or FORM 11-B as template.</p> <p>The total detailed bid must not exceed the ABC and must be consistent with the financial bid per TAB 1.</p>

IMPORTANT REMINDERS

- A) Pursuant to Section 19.4 of the Instruction to Bidders, each and every page of the Bid Forms, under Section VI: Bidding Forms hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
 - a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:
 - Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component
 - Envelop (2): COPY1 – Eligibility Requirements and Technical Component
 - Envelop (3): COPY2 – Eligibility Requirements and Technical Component
 - b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:
 - Envelop (4): ORIGINAL – Financial Component
 - Envelop (5): COPY1 – Financial Component
 - Envelop (6): COPY2 – Financial Component
 - c) Bidders shall enclose, seal and mark the following:
 - Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked “ORIGINAL–BID”
 - Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked “COPY1–BID”
 - Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked “COPY2–BID”
 - d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
 - e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
 - **addressed to the Procuring Entity’s BAC**
 - **name and address of the Bidder in capital letters**
 - **name of the contract/project to be bid in capital letters**
 - **bear the specific identification/reference code of this bidding process**
 - **bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids**
- E) Bids submitted after the deadline shall only be marked for recording purposes, shall not be included in the opening of bids, and shall be returned to the bidder unopened.

A. How to create and encrypt a password in an archived file

1. Launch the WinRAR application in your windows by clicking the windows button and type WinRAR at the search button. (Fig. 1.1) If you don’t have a WinRAR, download and install the program at www.win-rar.com (Fig. 1.2). For steps on how to download

and install the WinRAR program, please refer to this link:

<https://www.wikihow.com/Use-WinRAR>

Avoid using the "Get WinRAR FREE with TrialPay" option. This will attempt to install adware on your computer.

Fig. 1.1

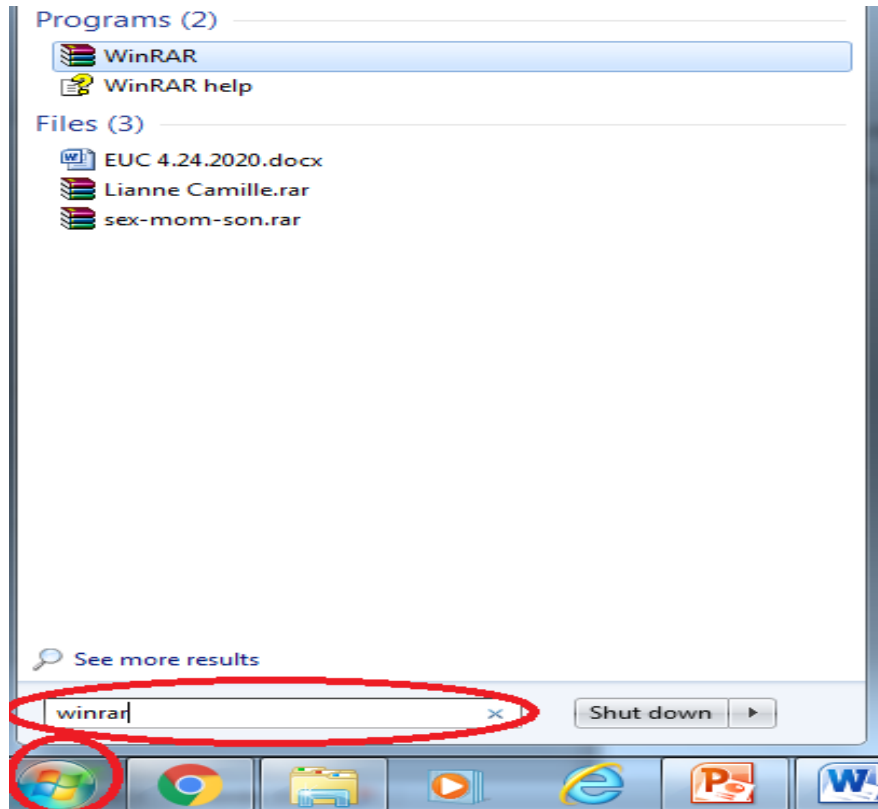
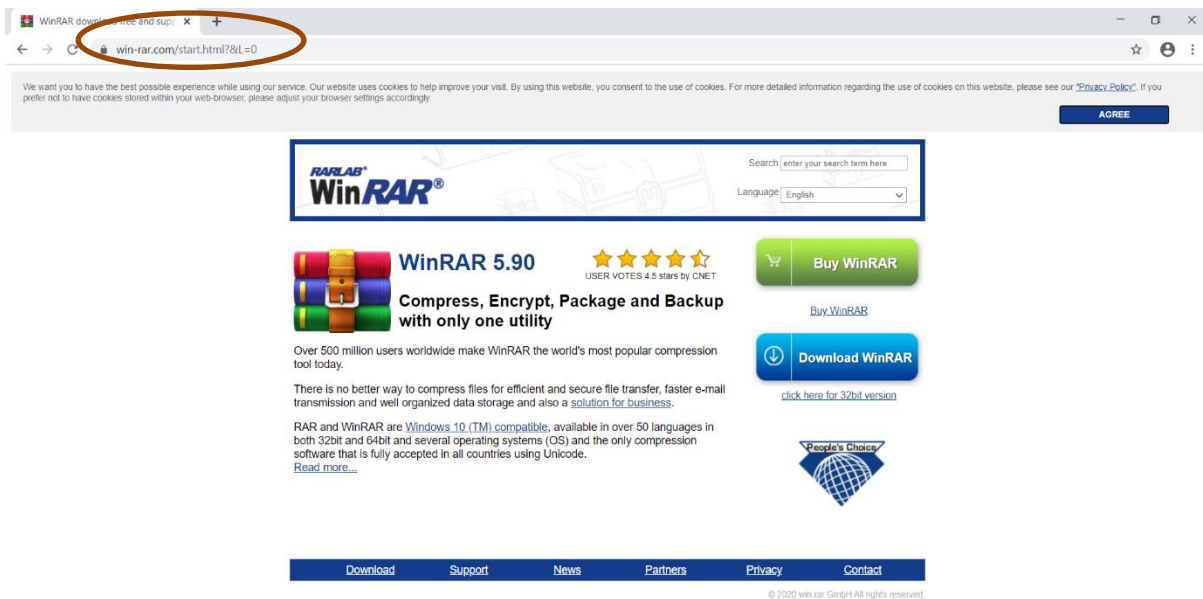
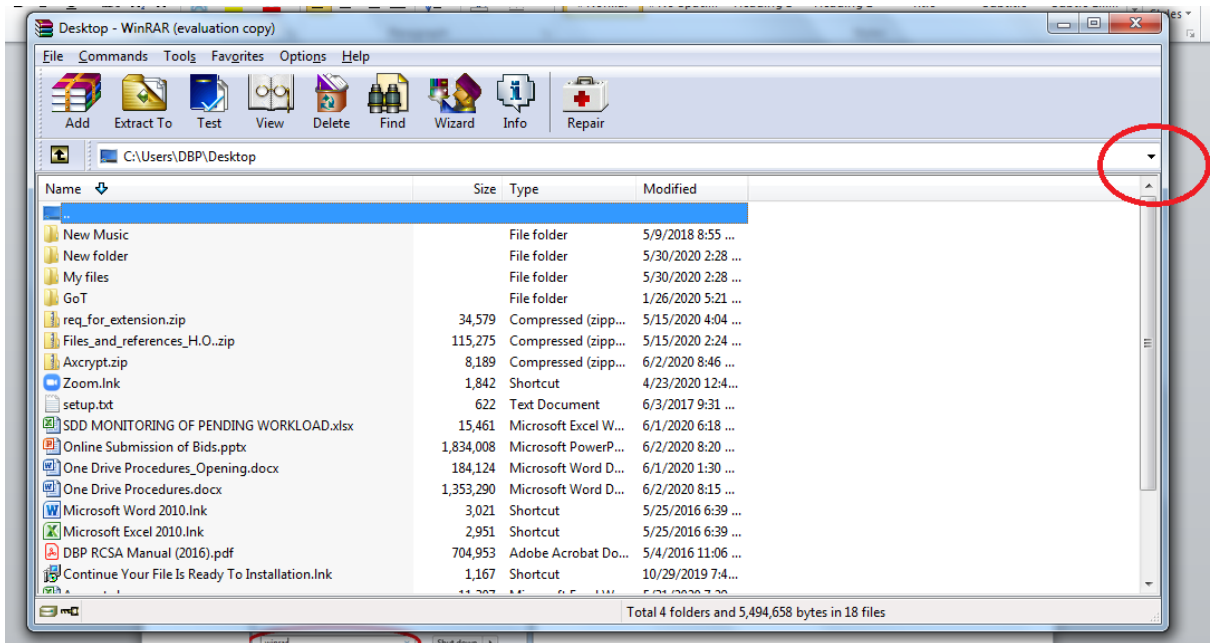


Fig. 1.2



2. Locate the file you want to zip by clicking the drop down menu. (Fig. 1.3)

Fig. 1.3



3. Select all of the files you want to archive in Windows by holding down the "Ctrl" key and left-click each file that you want to add to the archive. Add your files to a new RAR archive. There are a couple of different ways that you can do this:

- 3.1 Open the WinRAR window and then browse for the files you want to add. Select all the files and then click the "Add" button; (Fig. 1.4) OR
- 3.2 Select all of the files you want to archive in Windows. Right-click on your selection and choose "Add to archive..." (Fig. 1.5)

Fig. 1.4

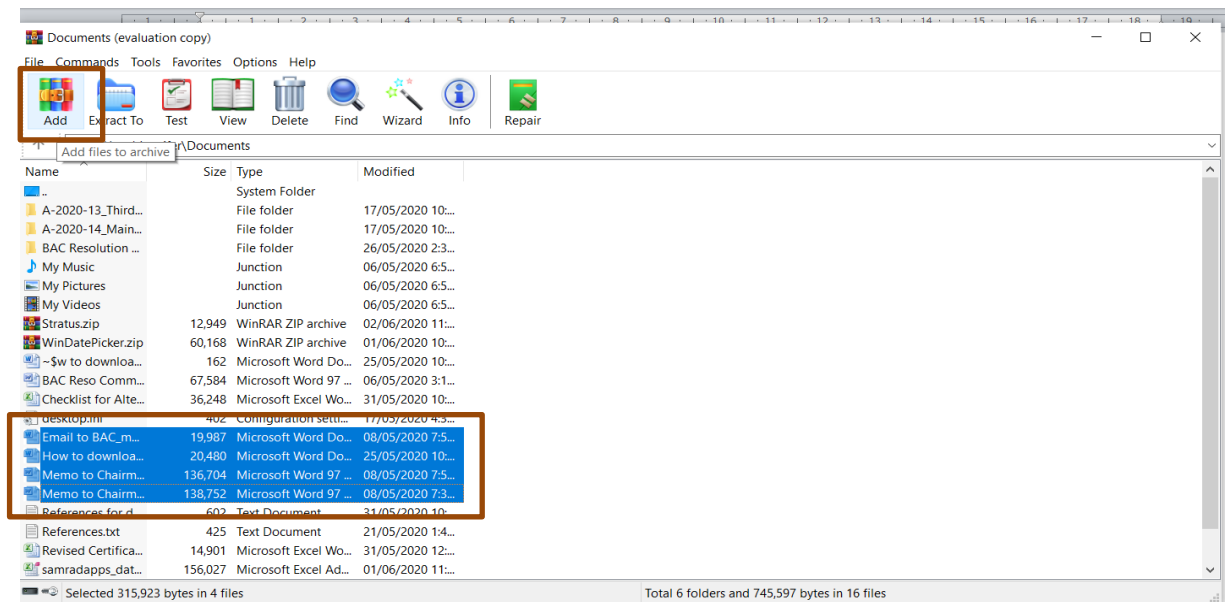
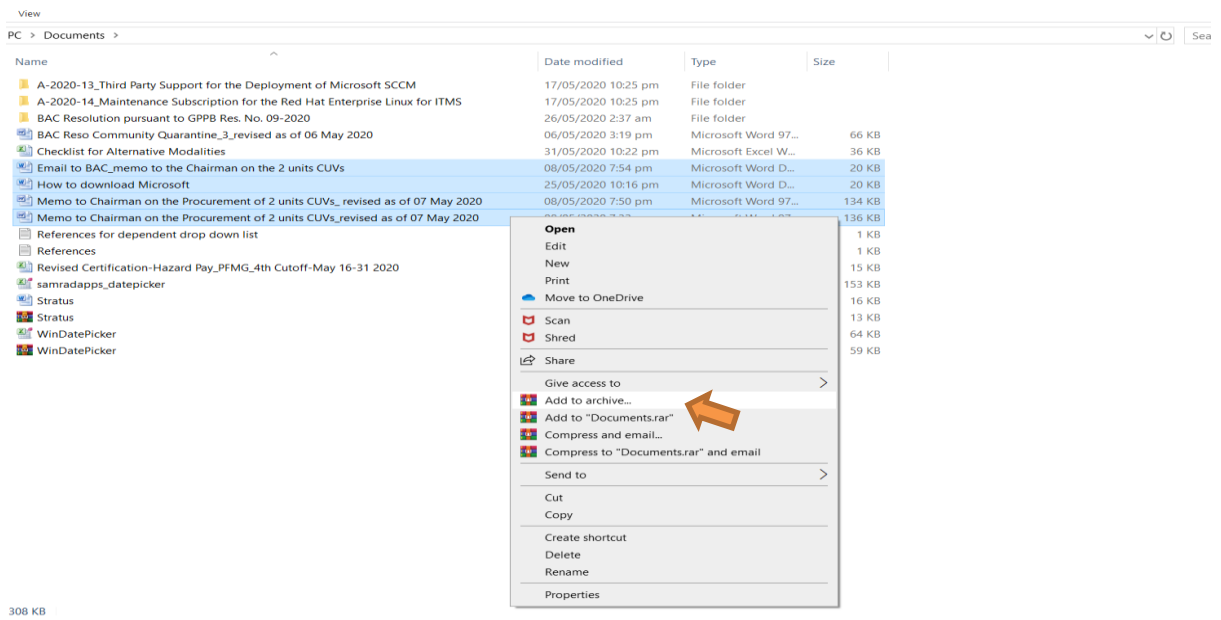
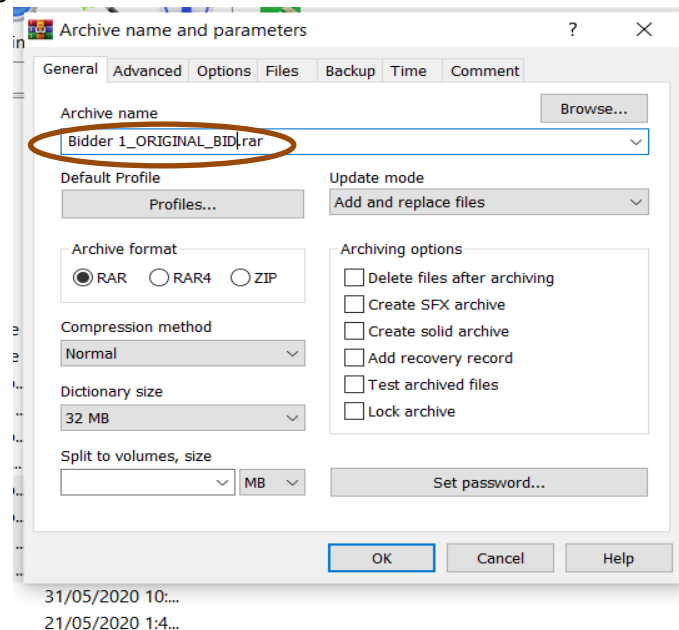


Fig. 1.5



4. Indicate your Archive name (e.g. Bidder 1_ORIGINAL_BID, Bidder 1_COPY NO. 1_BID, Bidder 1_COPY NO. 2_BID) (Fig. 1.6). By default, it will be named after the folder the files were originally in.

Fig. 1.6



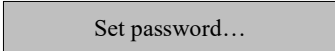
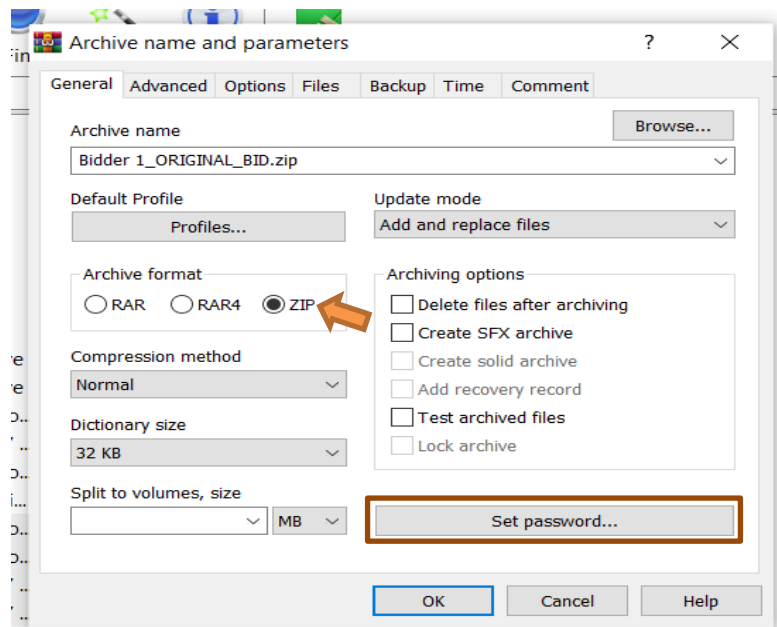
5. Select the ☒ ZIP file button in the Archive format and then click the  button. This is located in the General tab of the "Archive name and parameters" window that appears when creating a new archive. (Fig. 1.7)

Fig. 1.7



6. Type/Key in your password. (Fig. 1.8 and 1.9)

Fig. 1.8

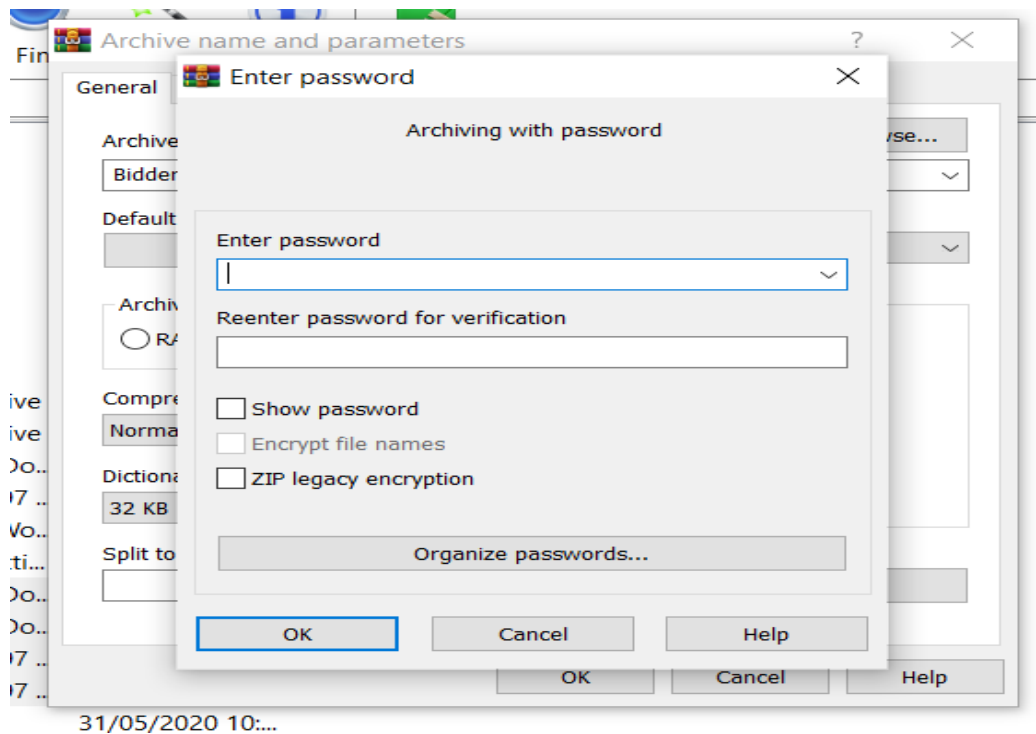
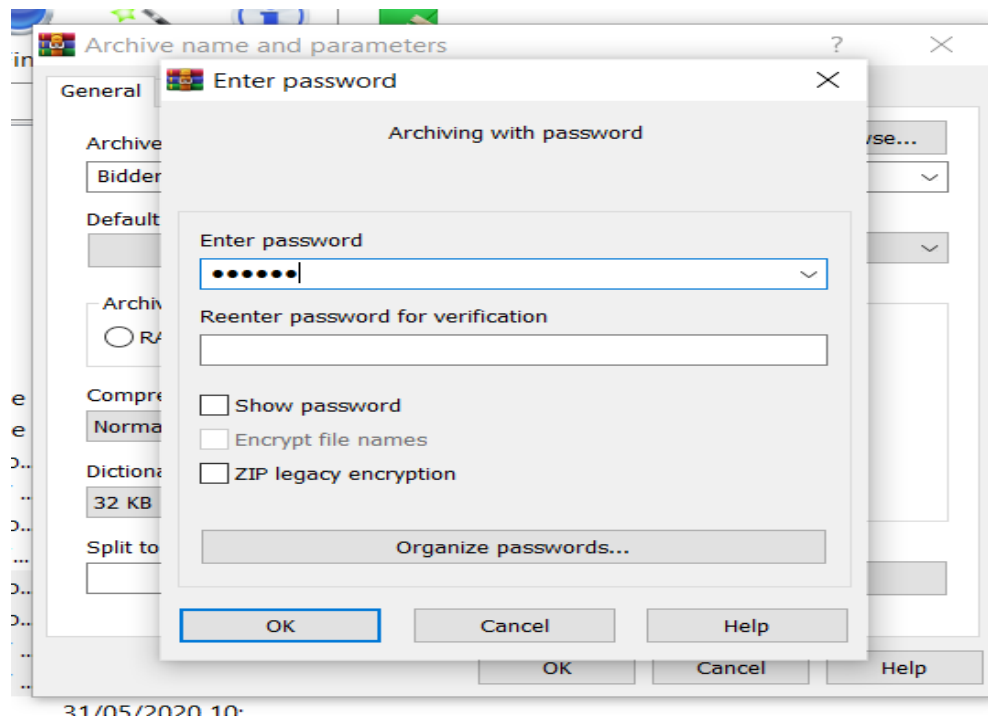
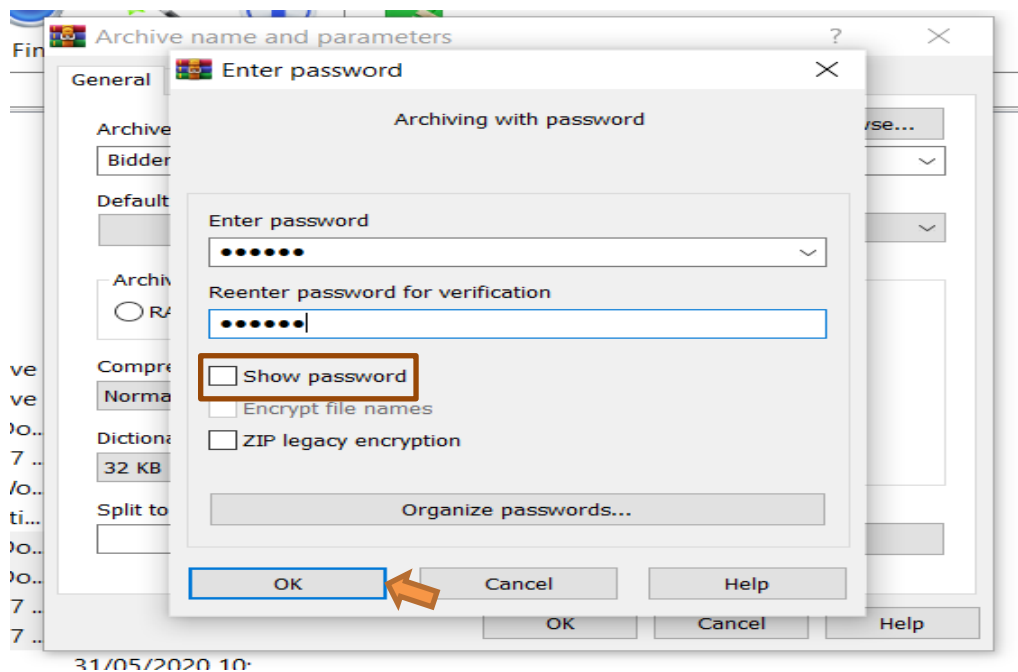


Fig. 1.9



7. Enter it a second time to confirm it. You can check the "Show password" box to see the characters as you type them (Fig. 1.10). After re-entering your password, click button to save your password.

Fig. 1.10



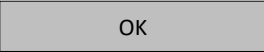
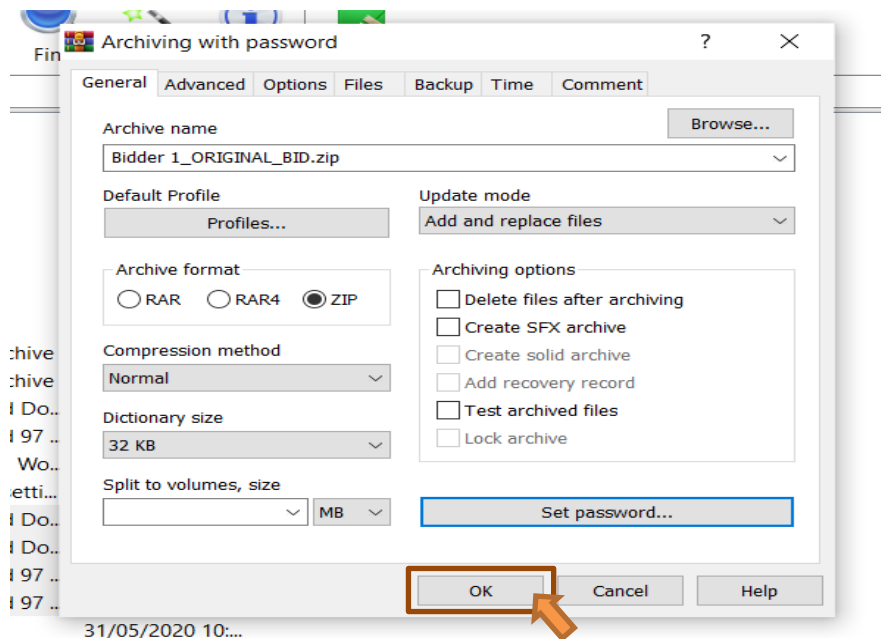
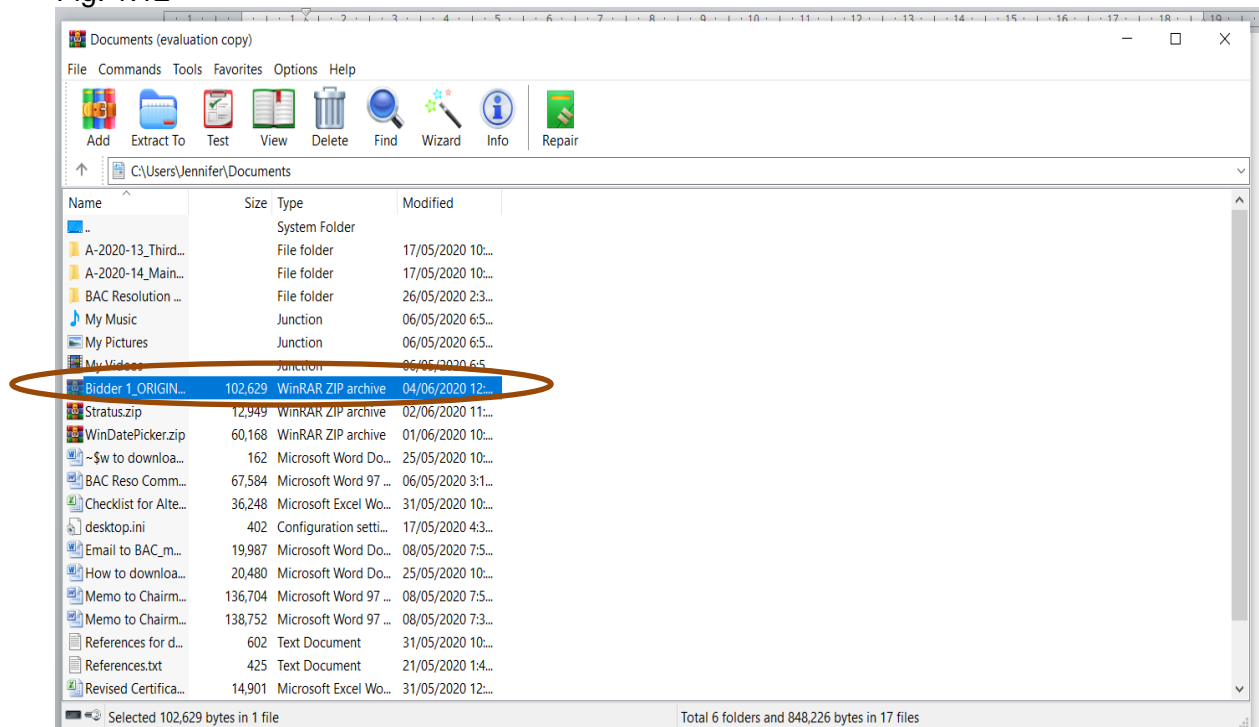
8. After clicking OK in the “Enter password” tab, click  in the “Archive with password” window to create your new .ZIP file. (Fig. 1.11)

Fig. 1.11



9. The program will show that the files you have already selected are already compressed. (Fig. 1.12)

Fig. 1.12



10. Test it out. After the .ZIP file is created, you can double-click it to test it out. When you try to extract it, you will be prompted for the password you created.

B. Procedures/steps for Online or Electronic Bid Submission:

- I. All bidders who choose to submit their bids via our online bid submission facility shall properly notify the BAC Secretariat. The BAC Secretariat shall likewise provide assistance to the bidders on the procedures of online bid submission. Bidders shall be given the link as access to the online bid submission facility being used by the BAC.

1. The bidder shall send an email to the BAC Secretariat signifying its intent to submit their bids via DBP-BAC Online Bid Submission Facility. The bidder shall likewise request for the link of the Shared OneDrive Folder (**Microsoft Office 365 OneDrive**).
2. The BAC Secretariat shall send the link of the Shared OneDrive Folder to the registered email being used by the bidder.

Note: The email address being used by the bidder must be consistent or the same email address to be used by the BAC Secretariat in sending links of the Shared OneDrive Folder except for justifiable reasons (e.g., bidder is encountering technical issues or cannot access the link of the shared folder, etc.).

3. Once the bidder received the link of the Shared OneDrive Folder, he/she must notify the BAC Secretariat via email confirming receipt of the same link of the shared folder.
4. Upon gaining access or upon opening the Shared One Drive Folder, the bidder shall upload their bids, via proper labeling which is as follows:

- | | |
|---|---------------|
| a. (Name of Company/Office/Bidder)_FOLDER | 1_ELIGIBILITY |
| REQUIREMENTS AND TECHNICAL COMPONENT_BID | |
| b. (Name of Company/Office/Bidder)_FOLDER | 2_FINANCIAL |
| COMPONENT_BID | |

- 4.1 The bidder shall submit their bids **on or before the date and time of the Deadline for the Submission and Receipt of Bids as indicated in the Invitation to Bid (IB) par. 8.**
- 4.2 The bidders are advised to take note of the schedule for the said activity at all times as indicated in the IB and the Bidding Documents and must check any Supplemental Bid Bulletins that will be issued/posted by the BAC from time to time which they can access and download for free in the PhilGEPS website and the DBP's website: <https://www.dbp.ph/invitations-to-bid/>
- 4.3. Any revisions on the schedule of Deadline of the Submission and Receipt of Bids and the Opening of Bids shall be issued by the BAC and posted by the BAC Secretariat via a Supplemental Bid Bulletin and shall be used by the bidders as reference in submitting their bids.
5. Once the bidders have uploaded their bids, they shall properly notify the BAC Secretariat via email that their bids were successfully uploaded in the Shared OneDrive Folder.
6. The BAC Secretariat shall immediately notify the bidder or confirm via email that their bids were deemed uploaded and received by the BAC Secretariat and must indicate

the exact date and time when the bids are received. The date and time of the receipt of the bid proposals shall be used by the BAC Secretariat during the Opening of Bids.

7. If the bidder desires to modify its bid, it shall likewise notify the BAC Secretariat of its intent to modify their bids.

- 7.1 A bidder may modify its bid, ***provided: that this is done before the deadline for the submission and receipt of bids.***

- 7.2 If the bidder modifies its bid, it shall not be allowed to retrieve or delete its original electronically submitted bids but, shall only be allowed to send another bid equally labeled, properly identified, linked to its original electronically submitted bid and marked as a "modification".

- 7.3 The BAC Secretariat shall equally notify the bidder on the date and time when the bid modifications were received via email.

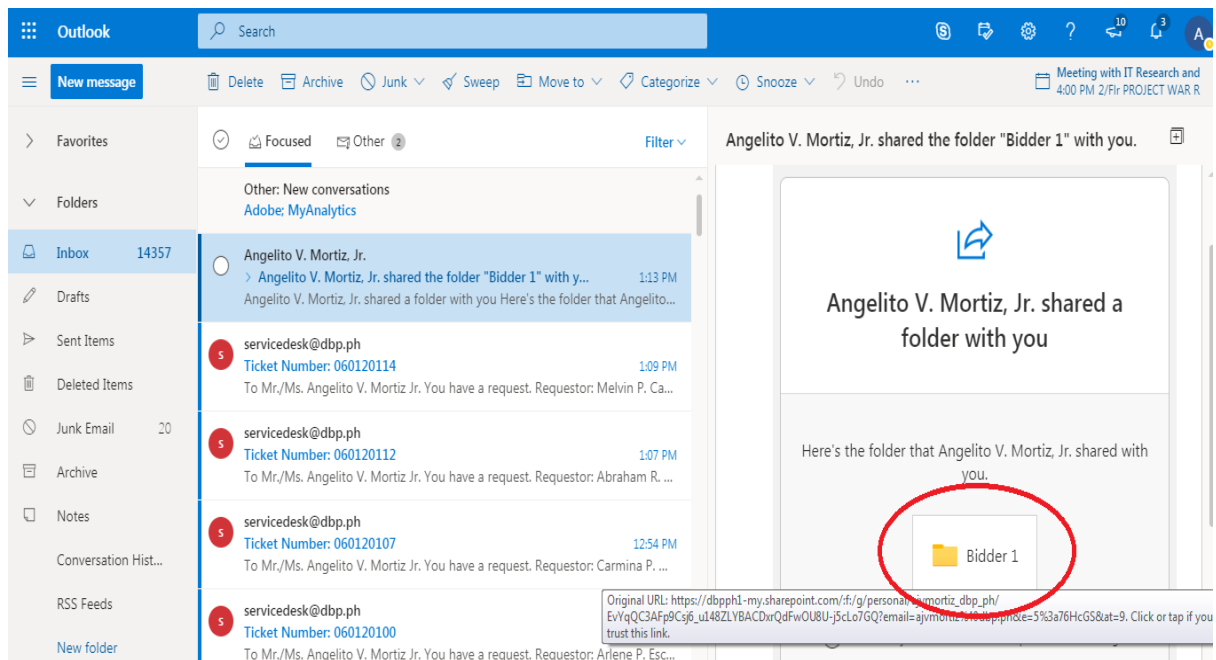
- 7.4. Bid modifications received after the applicable deadline shall not be considered or rejected and shall not be opened during the Opening of Bids.

8. All bids received beyond the Deadline for the Submission and Receipt of Bids shall be automatically rejected.

C. How to Open the Link and Upload the Bid Proposals to the Shared OneDrive Folder

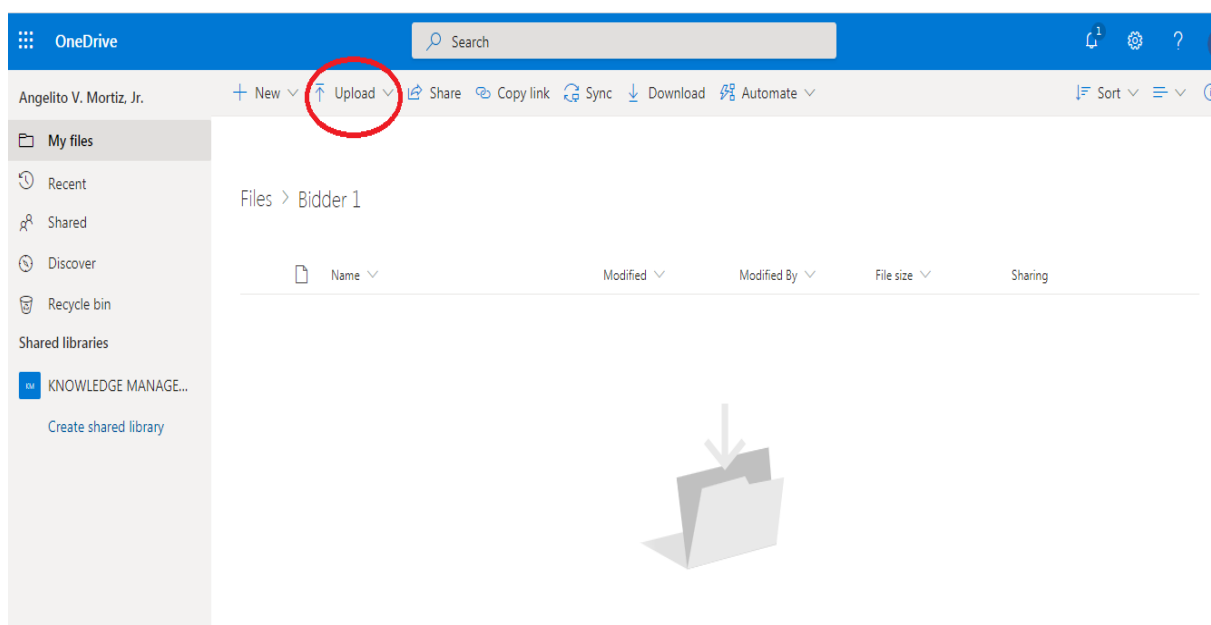
1. Open your email application and look for the email sending you the link for one drive and click the folder.

Fig. 1.1



2. Upon clicking the link, you will be directed to the One Drive folder. You may now upload the documents you wanted to share by clicking the upload button.

Fig. 2.1



Section IX: Bidding Forms

Bidding Forms

<u>Form No.</u>	<u>Particulars</u>	<u>Page No.</u>
1ST ENVELOPE		
Eligibility Documents		
FORM 1	Protocol/Undertaking of Agreement to Enter into a Joint Venture (JV)	58-62
FORM 1-A	Secretary's Certificate of the Lead Partner of the JV	63-65
FORM 1-B	Secretary's Certificate of the Partner of the JV	66-68
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FORM 1 (page 1 of 5)

PROTOCOL/UNDERTAKING TO ENTER INTO A JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS:

This Protocol/Undertaking to Enter into a Joint Venture "Undertaking" is made and executed by:

_____ (Name of the Bidder/Potential JV Partner), a
sole proprietorship/partnership/corporation (Choose one, delete the others)
duly organized and existing under Philippine laws, with principal office address
at _____ (Address), represented by its
_____ (Position of the Representative as indicated in the
Secretary's Certificate), _____ (Name of the Authorized
Representative as indicated in the Secretary's Certificate)

- and -

_____ (Name of the Bidder/Potential JV Partner), a
sole proprietorship/partnership/corporation (Choose one, delete the others)
duly organized and existing under Philippine laws, with principal office address
at _____ (Address), represented by its
_____ (Position of the Representative as indicated in the
Secretary's Certificate), _____ (Name of the Authorized
Representative as indicated in the Secretary's Certificate)

herein referred to collectively as the "**BIDDERS**"

- in favor of -

The **DEVELOPMENT BANK OF THE PHILIPPINES**, a financial institution created and operating pursuant to the provisions of Executive Order No. 81 dated December 3, 1986, otherwise known as the 1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 dated February 14, 1998, with principal office at DBP Building, Sen. Gil J. Puyat Avenue, Makati City, Philippines, and herein referred to as "**DBP**" or the "**PROCURING ENTITY**".

FORM 1 (page 2 of 5)

WITNESSETH:

WHEREAS, the **BIDDERS** desire to form and participate as a JOINT VENTURE ("JV") in the public bidding that will be conducted by the Development Bank of the Philippines pursuant to RA 9184 and its Revised IRR, with the following particulars:

Bid Reference No.:	
Name/Title of Procurement Project:	
Approved Budget for the Contract:	

WHEREAS, as of the date of submission of the bid for the above-mentioned procurement project of **DBP**, the **BIDDERS** have not executed or entered into a Joint Venture Agreement;

WHEREAS, pursuant to Sections 23.1(b) for Goods and 24.1(b) for Consulting Services of the 2016 Revised IRR of RA 9184, bidders that desire to participate in the bidding project as a Joint Venture, are required to submit a Joint Venture Agreement ("JVA") and in the absence thereof, a Notarized Statement from all the potential JV partners stating therein that they will enter into and abide by the provisions of the JVA in the event that the bid is successful and failure to enter into a joint venture within ten (10) calendar days after receipt of the Notice of Award shall be a ground for the forfeiture of the bid security;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **BIDDERS**, hereby undertake in favor of the **PROCURING ENTITY**, as follows:

1. The **BIDDERS** shall enter into a JOINT VENTURE and sign and execute a Joint Venture Agreement and abide by its provisions in the event that the bid is successful in the above-mentioned procurement project of **DBP**.

2. The **BIDDERS** shall furnish **DBP**, through its Bids and Awards Committee (BAC) Secretariat, a duly signed and notarized copy of the JVA within ten (10) calendar days from receipt of the Notice from the DBP-BAC that the **BIDDERS** were declared as the Lowest Calculated and Responsive Bidder (LCRB) or Highest Rated and Responsive Bidder (HRRB), as the case may be.

3. For the purpose of executing and performing all acts necessary in order to participate in this bidding project, the following shall be the authorized representative of the **BIDDERS** or the JV to be formed as supported by the **BIDDER'S** respective Secretary's Certificate:²

² NAMES and ACTING AUTHORITY SHOULD CORRESPOND TO THAT STATED IN THE SUPPORTING SECRETARY'S CERTIFICATE FOR BOTH CORPORATIONS. EACH PARTNER'S SECRETARY'S CERTIFICATE MUST STATE THE AUTHORIZED REPRESENTATIVE TO SIGN THE PROTOCOL TO FORM A JOINT VENTURE

FORM 1 (page 3 of 5)

Name	Company and Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner³:

1. ☐ Any one (1) of the above signatories
2. ☐ All of the above signatories
3. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

4. The **BIDDERS** shall indicate in the Joint Venture Agreement the following provisions, among others:

- a. The JV Partners agree to be bound **jointly and severally** under the Joint Venture Agreement in relation to this bid project and the contract to be entered into with DBP;
- b. The shareholdings and contribution of each JV Partner to the Joint Venture (with percentages [%]);
- c. The Lead Partner Company of the JV is _____ and the authorized representative of the JV from Lead Partner Company bidding is _____;
- d. The Lead Company/JV Partner which shall be authorized to represent the JV in connection with this bid project specifying therein that the said lead company and the designated representative is duly authorized:
 - i) to execute the contract to be entered into by and between the JV and DBP **as indicated in Item No. 3 above**; and
 - ii) to issue the billing, sales invoice and receive any and all payments from DBP on behalf of the JV as well as the issuance of the corresponding official receipt.
- e. The manner of management.

5. The **BIDDERS** further undertake that they shall comply with the 2016 IRR of RA 9184 or the Government Procurement Reform Act, and all other prevailing/applicable laws, as well as the policies of **DBP**.

6. The **BIDDERS** hereby acknowledge that pursuant to relevant provisions of the 2016 Revised IRR of RA 9184, failure on the part of the **BIDDERS** to enter into the Joint Venture, execute/sign a Joint Venture Agreement, and furnish DBP a notarized copy thereof within the period specified above after a Notice of Award was duly issued by **DBP**, for any reason, shall be a ground for non-issuance of the Notice to Proceed, forfeiture of the bid security and such other administrative and/or civil liabilities imposed under RA 9184 and its Revised IRR, GPPB Resolutions and Issuances, without liability on the part of **DBP**.

³ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 1 (page 4 of 5)

7. The **BIDDERS** further acknowledge that in relation to this bidding project and Undertaking, notice to one of the **BIDDERS**/Potential JV Partners is deemed notice to all **BIDDERS**.

IN WITNESS WHEREOF, the **BIDDERS** have caused these presents to be signed at _____ (Place of Signing), Philippines this _____ (Date of Signing).

BIDDERS:

(Name of JV Partner No. 1)
By:

(Name of JV Partner No. 2)
By:

(Name of the Authorized Signatory of
JV Partner No. 1)
(Position)

Per Secretary's Certificate dated _____

(Name of the Authorized Signatory of
JV Partner No. 2)
(Position)

Per Secretary's Certificate dated _____

FORM 1 (page 5 of 5)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS.

BEFORE ME, this ____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Place/Date Issued

known to me and to me known to be the same person/s who executed the foregoing instrument and who acknowledged to me that the same is his/her free and voluntary act and deed. This instrument, which consists of _____(____) pages, refers to a Protocol/Undertaking to Enter into a Joint Venture and signed by the Bidders and their instrumental witnesses on each and every page thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

FORM 1-A (page 1 of 3)

For the Lead Partner of JV (Corporation)

REPUBLIC OF THE PHILIPPINES)
) SS.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, do hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through **Board Resolution No. ____** (Indicate Board Resolution No.), **Series of 20__**:

"RESOLVED, that the Corporation is hereby authorized to enter into a Joint Venter Agreement to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") as a Joint Venture ("JV") with _____ (Name of the Joint Venture Partner), hereinafter referred to as the **"JV"** pursuant to the terms and conditions of the Joint Venture Agreement ("JVA");

RESOLVED ALSO, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **JV**, **to sign the Protocol/ Undertaking to Enter into A Joint Venture, the Joint Venture Agreement if Awarded the Contract, and the Lead Partner of the said JV**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **JV** to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the **JV** all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with DBP and all other documents, as may be required:

LEAD PARTNER: _____ (NAME OF CORPORATION)

Name ⁴	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

⁴Both Corporations should designate the same representative/s to sign the bidding documents and the contract, if awarded the project subject of the bidding. The name must be consistent with the authorized representative as indicated in the Joint Venture Agreement.

FORM 1-A (page 2 of 3)

acting in this manner⁵:

1. ☐ Any one (1) of the above signatories
2. ☐ All of the above signatories
3. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

RESOLVED FURTHER that, the

_____ (Name of the Corporation):

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY that, the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same."

The undersigned also certifies that _____ (Name of the Corporation's Signatory to the JVA) has been previously and duly authorized by the Board of the Directors thru Board Resolution No. ____, Series of ____ (Indicate the Board Resolution authorizing the Representative of the Corporation as Signatory to the JVA) to sign the JVA for and in behalf of the Corporation.

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20 at _____.

Corporate Secretary

⁵ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 1-A (page 3 of 3)

SUBSCRIBED AND SWORN to before me, this day of , 20 at , affiant exhibiting to me his/her Competent Evidence of Identity issued on _____ at _____.

NOTARY PUBLIC

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

FORM 1-B (page 1 of 3)

For the Partner of JV (Corporation)

REPUBLIC OF THE PHILIPPINES)
) SS.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, do hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through **Board Resolution No. ____** (Indicate Board Resolution No.), **Series of 20__**:

"RESOLVED, that the Corporation is hereby authorized to enter into a Joint Venter Agreement to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") as a Joint Venture ("JV") with _____ (Name of the Joint Venture Partner), hereinafter referred to as the **"JV"** pursuant to the terms and conditions of the Joint Venture Agreement ("JVA");

RESOLVED ALSO, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **JV**, **to sign the Protocol/ Undertaking to Enter into A Joint Venture, the Joint Venture Agreement if Awarded the Contract, and a Lead Partner of the said JV**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **JV** to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the **JV** all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with DBP and all other documents, as may be required:

PARTNER: _____ (NAME OF CORPORATION)

Name ⁶	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

⁶Both Corporations should designate the same representative/s to sign the bidding documents and the contract, if awarded the project subject of the bidding. The name must be consistent with the authorized representative as indicated in the Joint Venture Agreement.

FORM 1-B (page 2 of 3)

acting in this manner⁷:

4. ☐ Any one (1) of the above signatories
5. ☐ All of the above signatories
6. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

RESOLVED FURTHER that, the

_____ (Name of the Corporation):

- (3) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (4) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY that, the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same."

The undersigned also certifies that _____ (Name of the Corporation's Signatory to the JVA) has been previously and duly authorized by the Board of the Directors thru Board Resolution No. ____, Series of ____ (Indicate the Board Resolution authorizing the Representative of the Corporation as Signatory to the JVA) to sign the JVA for and in behalf of the Corporation.

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20 at _____.

Corporate Secretary

⁷ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 1-B (page 3 of 3)

SUBSCRIBED AND SWORN to before me, this day of , 20 at , affiant exhibiting to me his/her Competent Evidence of Identity issued on _____ at _____.

NOTARY PUBLIC

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

FORM 2-A (page 1 of 2)

(For Sole Proprietorships)

(use Bidder's Official Letterhead)

SPECIAL POWER OF ATTORNEY

I, _____, Filipino, of legal age, doing business under the trade name and style of "_____", duly organized and existing under Philippine laws, with principal office address at _____ hereby name, constitute, and appoint _____ (Name of Attorney-in-Fact) as my authorized representative and attorney-in-fact to do, execute, and perform any and all acts necessary to participate, submit bids, sign and execute documents and instruments, including the Bid Securing Declaration and/or to represent me in any and all bidding proceedings conducted by the Development Bank of the Philippines for the Bid Project _____ (Indicate Bid Project Title and No.):

I hereby grant, unto my said attorney-in-fact, full power and authority, to do, execute and perform all acts necessary or proper to render effective the power above-stated, as fully and effectively as I might or could lawfully do if personally present, and hereby ratifying and confirming all that my said attorney-in-fact shall do with full power of substitution and hereby further confirms all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20__ at _____.

Affiant/Principal

Attorney-in-Fact

Signed in the Presence of:

Witness

Witness

FORM 2-A (page 2 of 2)

(NOTE: PLS. USE THIS FORM **ONLY** IF THE REGISTERED PROPRIETOR OPTS TO AUTHORIZE ANOTHER PERSON TO REPRESENT HER/HIM TO DO, EXECUTE, AND PERFORM ANY AND ALL ACTS NECESSARY IN ORDER TO PARTICIPATE, SUBMIT BIDS, SIGN AND EXECUTE DOCUMENTS PERTAINING TO THE BID PROJECT.)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) SS.

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of _____, personally appeared _____ with Identification No. _____ issued on _____ at _____, known to me and to me known to be the same person who executed the foregoing instrument which he/she acknowledged to me to be his/her free and voluntary act and deed, consisting of only _____ (____) page/s, including this page in which this Acknowledgement is written, duly signed by him/her and his/her instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

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

FORM 2-B (page 1 of 3)

(For Corporations, Partnerships, or Cooperatives)

(use Bidder's Official Letterhead)

REPUBLIC OF THE PHILIPPINES)
) S.S.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, does hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through Board Resolution No. ____ (Indicate Board Resolution No.), Series of 20__:

"RESOLVED, that the Corporation is hereby authorized to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") and if awarded the project shall enter into contract with DBP;

RESOLVED, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **Corporation**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **Corporation** to participate in the bidding of the above-mentioned project which includes **to sign for and in behalf of the Corporation all bid documents, submit the bid**, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding **including the ensuing contract with DBP** and all other documents, as may be required:

Name	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM 2-B (page 2 of 3)

acting in this manner⁸:

1. ☐ Any one (1) of the above signatories
2. ☐ All of the above signatories
3. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

RESOLVED FURTHER THAT, the _____
(Name of the Corporation):

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY, that the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same."

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____
day of _____, 20__ at _____.

Corporate Secretary

⁸ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 2-B (page 3 of 3)

SUBSCRIBED AND SWORN to before me, this day of , 20 at , affiant exhibiting to me his/her Competent Evidence of Identity issued on _____ at _____.

NOTARY PUBLIC

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

FORM 3

(use Bidder's Official Letterhead)

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

**STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED (if any) (whether
similar or not similar in nature)**

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a) Client's Name b) Address c) Contact Person d) Contact Details (Telephone No. and Email Address)	Nature of Work	Bidder's Role		a) Date Awarded b) Date Started c) Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government Contracts								
1)								
2)								
3)								
Private Contracts								
1)								
2)								
3)								

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

FORM 4

(use Bidder's Official Letterhead)

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

**STATEMENT OF SINGLE CONTRACT (GOVERNMENT OR PRIVATE), OF SIMILAR NATURE
COMPLETED WITHIN THE LAST FIVE (5) YEARS EQUIVALENT TO AT LEAST FIFTY
PERCENT (50%) OF THE ABC**

Business Name : _____
Business Address : _____

Name of Contract	a) Client's Name b) Address c) Contact Person d) Telephone Nos. e) Email Address	Nature of Work	Bidder's Role		a) Amount Award b) Amount Completion c) Duration	at at	a) Date Awarded b) Contract Effectivity c) Date Completed
			Description	%			

IMPORTANT: Please attach the following supporting documents related to each listed completed similar contract:

Listed completed contracts must be supported by the following:

- 1) Notice of Award (NOA), **OR** Notice to Proceed (NTP), **OR** Contract/Purchase Order (PO)

AND

- 2) **Any one** of the following documents:

- 2.1) Copy of Certificate of Completion or Certificate of Acceptance or Certificate of Satisfactory Performance issued by the bidder's client;
- 2.2) Copy of Official Receipt/s or Sales Invoice/s issued by the bidder to the client (ORs/ SIs must sum up to the full amount of total contract price of completed project).

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

Note: Similar contract shall refer to Production, Personalization, Kitting, and Delivery of EMV Compliant Cards.

(use Bidder's Official Letterhead)

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC of the project to be bid, calculated as follows:

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

The value of the bidder's current assets and current liabilities shall be based on the Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

Current Assets (Year 20__)	
Minus: Current Liabilities (Year 20__)	
<i>Sub-Total</i>	
Multiplied by 15	
<i>Sub-Total</i>	
Minus: Value of Outstanding Contracts (per FORM 3)	
TOTAL	

Submitted by:**Name of Company/Bidder****Name of Bidder's Authorized Representative****Date**

Note: In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the latest EFPS Filed Audited Financial Statements

FORM 6 (page 1 of 2)

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

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.

FORM 6 (page 2 of 2)

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

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of
execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me
through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M.
No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card
used]*, with his/her photograph and signature appearing thereon.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____, [date issued], [place issued]

IBP No. _____, [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

FORM 7 (page 1 of 3)

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

Omnibus Sworn Statement
[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)];

FORM 7 (page 2 of 3)

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]*.

FORM 7 (page 3 of 3)

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____, *[date issued]*, *[place issued]*

IBP No. _____, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

FORM 8 (page 1 of 1)

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**



DEVELOPMENT BANK OF THE PHILIPPINES

PRIVACY CONSENT FORM
Bids/Procurement

Name of Project	
-----------------	--

I, _____, (Address) _____
(Contact Number) _____, (Email Address) _____ hereby authorize/consent to the processing of personal and other related business information which I voluntarily provided to the Development Bank of the Philippines (DBP) and understand, acknowledge and agree to the following specific purposes and terms:

I authorize DBP for processing¹ and using my personal and other related business information, including but not limited to my name, address, contact details, and any other relevant information necessary for the evaluation process.

I understand that appropriate security measures shall be implemented by DBP for the protection of my personal and other related business information and shall be treated confidentially. Similarly, such information shall only be disclosed to authorized personnel involved in the bids and awards process of DBP.

I acknowledge that my personal and other related business information may be retained by DBP for as long as deemed necessary to fulfill the purposes specified/stated in this consent form, or as required by applicable policies, laws or regulations.

I understand that I have the right to access and request correction of my personal and other related business information held by DBP to correct any error and inaccuracy, in accordance with applicable data privacy laws.

I understand that I have the right to withdraw my consent, and request DBP to stop the processing of my personal and business information which may cease/ terminate/ discontinue the evaluation and other related procurement processes.

I agree that any confidential information obtained during my participation in the bid and procurement procedures shall not be disclosed to any third party other than its intended purpose.

By signing below, I acknowledge that I have read and understood the terms and purposes of this consent form and agree to the processing of my personal and other related business information as described.

Signature over Printed Name

Date Signed

ADDITIONAL INFORMATION

For inquiries or complaints, you may contact the Development Bank of the Philippines (DBP), Attention to: the DBP Data Protection Officer or the DBP Customer Experience Management Department, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City, Philippines, Telephone No. (02) 8818-9511 to 20/ (02) 8818-9611 to 20, email: info@dbp.ph.

¹PROCESSING - refers to any operation or any set of operations performed upon personal data including but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.

FORM 9A (page 1 of 15)

Technical Specifications/ Requirement	Bidder's Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
<p style="text-align: center;">Production, Personalization, Kitting and Delivery of 250,000 pieces EMV ATM Visa Cards and Card Collaterals</p> <p style="text-align: center;">TERMS OF REFERENCE</p> <p>A. Background and Objective</p> <p>The procurement of 250,000 EMV ATM VISA Cards is in compliance with the top management's directive to expand DBP's cardholder base and to generate more CASA through the use of card related products and services in partnership with institutions, government agencies, cooperatives, and the like.</p> <p>To acquire 250,000 EMV ATM VISA Cards from an authorized supplier/vendor in compliance with the New Government Procurement Act, also known as RA 12009.</p> <p>B. Scope and Coverage of the Project</p> <p>The project shall cover production, personalization, kitting, and delivery of 250,000 pieces of EMV ATM Visa Cards and Collaterals. The implementation of the project covers EMV ATM Visa Cards and Collaterals issued by the Bank to its cardholders for electronic banking transactions and purposes.</p> <p>C. Project Timeline/ Contract Period</p> <p>The Single-Year Framework Agreement shall commence on the date of second notarization of the Agreement (double notarization), which marks the official start of the supplier's obligations. This includes the production and delivery of EMV ATM Visa Cards. The contract shall remain valid for twelve (12) months from this date.</p> <p>All call-offs, procurements, and deliveries must be initiated within this period and in accordance with the schedule specified in the call-off(s). The implementation shall adhere to the provisions of Republic Act No. 9184, RA 12009, and their Implementing Rules and Regulations (IRR) regarding contract execution and expiration.</p> <p>D. Definition of Similar Contract</p> <p>A similar contract refers to a previous engagement involving the production, personalization, kitting, and delivery of EMV ATM cards, debit cards, or other payment cards with embedded microchips. The contract must have been completed within the last five (5) years from date of bid submission for a financial institution, government agency, or any entity requiring secure EMV card issuance.</p>	

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 2 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

TECHNICAL DOCUMENTS REQUIREMENTS

Item/Service: **Production, Personalization, Kitting, and Delivery of 250,000 pieces EMV ATM Visa Cards and Card Collaterals**
ABC: **PHP 23,500,000.00**

Important:
Non-submission of the above documents/requirements shall result in disqualification of the Bidder.

Documentary Requirements
1. Bidder must conform to the DBP Card and Collaterals Specifications (refer to attached FORM 9A)
2. Bidder must conform to the Scope of Work (refer to attached FORM 9B)
3. Applicable for Bidder with ongoing or completed EMV ATM Card contract with DBP: Certificate of Satisfactory Performance and No Delayed Projects from DBP E-Channels Operations Department
4. To be submitted by the Bidder as part of the Technical Component of the Bid: 4.1. Certificate of Satisfactory Performance (or equivalent document) for completed EMV ATM Card Production, Personalization and Kitting contract from at least two (2) Universal or Commercial Bank or Electronic Money Issuers–Non-Bank Financial Institutions (EMI-NBFI) in the Philippines (supervised by the BSP) under the name of the Bidder
4.2. Valid and current accreditation certificate issued by Visa for EMV Card Production and Personalization under the name of the Bidder
4.3. VISA/Mastercard Certification: The bidder must provide a valid and current VISA/Mastercard letter/certification, demonstrating their capability to produce EMV ATM Visa cards using rPVC material. This certification should specifically state that the supplier is authorized to use rPVC in card production and that the material meets VISA's/Mastercard's quality and security standards.
For Suppliers with rPVC sourced from a materials vendor: 4.4. Supplier shall provide a Statement/Certificate for availment of materials supply of rPVC cards: <ul style="list-style-type: none"> • Date and Validity • Specific Product Codes • Composition of Materials • Registered under a recognized certification system or quality standard

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 3 of 15)

Technical Specifications/ Requirement	Bidder's Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
<p>4.5. Supplier shall provide a valid Scope Certificate (SC) for rPVC cards , issued by an accredited certification body, ensuring compliance with the Global Recycled Standard (GRS) or equivalent recognized sustainability certification. The SC must include the following details:</p> <ul style="list-style-type: none"> Unique SC Number for traceability. Material Composition specifying the percentage of recycled content (e.g., post-consumer or pre-consumer recycled PVC). Compliance and conformity with Global Recycled Standard (GRS) for certified recycled content, environmental regulations governing waste management, and sustainability or equivalent proof. Supplier and Manufacturer Details, including names, certification scope, and validity. <p>For Suppliers with in-house rPVC production:</p> <p>4.6. Certificate of compliance and conformity with Global Recycled Standard (GRS) or equivalent recognized sustainability certification for certified recycled content, environmental regulations governing waste management, and sustainability or equivalent proof:</p> <ul style="list-style-type: none"> Date and Validity Specific Product Codes Composition of Materials Registered under a recognized certification system or quality standard 	
<p>4.7. Letter of Approval (LOA) and/or Certification (valid for at least two years) and/or Letter of Approved Renewal (applicable if less than two years validity) issued by Visa containing the chip product expiry date per Bank specifications issued under the name of the Bidder</p>	
<p>5. Duly notarized self-certification signed by the Bidder's authorized signatory, indicating that the Bidder:</p> <p>5.1. Is a highly secure local (Philippine) Personalization Bureau (indicate complete address/location and contact information) which is Visa Certified for IC and Magnetic Stripe Personalization</p> <p>5.2. The capacity to accept and personalize the first batch of card embossing file/s within fifteen (15) calendar days (upon approval of plastic review and card design)</p> <p>5.3. The capacity to personalize and kit a minimum of fifty thousand (50,000) EMV cards and deliver within five (5) calendar days upon receipt of card embossing file/s</p> <p>5.4. A documented (detailed and updated) Business Continuity Plan/BCP (submit copy of BCP to DBP) and a Dedicated Disaster Recovery/Business Continuity site (indicate location/address and contact information; must be Visa/Mastercard accredited; may be local or offshore) as required by BSP</p> <p>5.5. Payment Card Industry-Card Production (PCI-CP) certified/compliant</p> <p>5.6. Shall allow DBP to conduct site/facility survey during evaluation of bid proposal</p>	
<div style="border: 1px solid black; padding: 10px; margin-top: 20px;"> <p style="text-align: center;">Conforme:</p> <div style="text-align: center; margin-bottom: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> <p>Bidder's Company Name</p> </div> <div style="text-align: center; margin-bottom: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> <p>Name & Signature of Authorized Representative</p> </div> <div style="text-align: center; margin-bottom: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> <p>Designation</p> </div> <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> <p>Date</p> </div> </div>	

FORM 9A (page 4 of 15)

Technical Specifications/ Requirement	Bidder's Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>6. List of the Bidder's key personnel to be contacted in relation to the project (include full name, position, contact details)</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>7. Bidder shall conform to the following:</p> <p>7.1. Allows to safekeep in the vault of the Bidder the remaining unused EMV cards up to two (2) years at no additional costs to DBP</p> <p>7.2. Maximum of ten (10) card designs</p> <p>7.3. Maximum of ten (10) card collateral (card carrier and envelope) designs</p> <p>7.4. Type of card personalization shall be drop-on-demand (DOD), digital, or thermal with topcoat printing</p> <p>8. Bidder must have an experience of having completed one (1) contract that is similar to the contract to be bid, and whose value, adjusted to current prices using Philippines Statistics Authority Index, must at least be fifty percent (50%) of the ABC:</p> <p>8.1. Similar contract(s) shall refer to Production, Personalization, Kitting, and Delivery of EMV Compliant Cards.</p> <p>8.2. The completed contract(s) must have been executed within the past five (5) years from the date of bid submission</p> </div>	

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 5 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

TECHNICAL SPECIFICATIONS

Item or Service	Maximum Quantity	Technical Specification / Scope of Work	
EMV Visa Card	250,000	EMV VISA CARDS SPECIFICATIONS	
		Dimensions	85.60mm x 53.98mm (+/- 0.1mm)
		Thickness	0.76mm (+/- 0.1mm)
		Rounded corners	3.175mm (+/- 0.125mm) radius
		Material	rPVC white laminated regular material (30mil) (at least 90% recycled PVC) Must conform to ISO 7810
		Opacity	Must conform to ISO Standards
		Finish	Matte OR metallic
		Front	Full color offset printing Ultraviolet element Visa branding guidelines and security features
		Back	Full color offset printing Visa hologram (silhouetted) High coercivity 2750 Oe magnetic stripe Must conform to ISO standards Signature panel and CVV box DBP logo, BancNet logo, Plus symbol Visa branding guidelines and security features
		Contact Chip	16KB minimum memory Dynamic data authentication Contactless/Dual interface Latest Visa applet (attach Visa Circular) 6-PIN module Silver-colored EMV-compliant with BancNet specifications
		Personalization	Drop-on-Demand printing
Non-Card Service/s	250,000	CARD CARRIER SPECIFICATIONS	
		Dimensions	A4 (20.99 cm x 29.7 cm)
		Stock	Book 80gsm - 110gsm
		Color	4C/4C
		Process	C2P offset printing

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 6 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

Item or Service	Maximum Quantity	Technical Specification / Scope of Work	
ENVELOPE		ENVELOPE SPECIFICATIONS	
		Dimensions	Commercial style envelope (refer to figure below)
		Stock	Book 80gsm to 110gsm
		Smoothness	100-200 Sheffield units
		Color	4C/4C
		Process	C2P offset printing
		Others	Die cutting, seal gumming, with plastic window
		General Requirements	<ul style="list-style-type: none"> • Good quality machine-fill envelopes • Dimensions and quality to be consistent across manufactured batches • Windows to be securely affixed within 1.5mm (1/16") of top and side edges • Top edge to be flat and free from puckering • Side seams to be securely glued up to top of seam • Position of internal side seams to give a minimum 5mm (3/16") clearance or overlap to the edge of any insert • Pre-scored flap crease to enable the envelope flap to open flat • Envelopes shall be packed with its flap closed/folded • No twisting, curling or distortion evident • No glue seepage on interior or exterior of envelope
POST-QUALIFICATION	N/A	<p>The lowest calculated Bidder shall be required to submit five (5) samples for each card variant within seven (7) calendar days after the declaration of the lowest calculated bidder to the DBP E- Channels Operations Department for acceptability and functionality testing:</p> <ol style="list-style-type: none"> 1) If all five (5) cards are found to be acceptable, these cards shall be safe kept by the Bank for reference on future card production and delivery. 2) If the cards are found to be unacceptable, the lowest calculated bidder shall submit another set of five (5) sample Visa EMV cards within three (3) calendar days after retesting notice for ATM acceptability and functionality. 3) Failure on said tests shall mean disqualification of the lowest calculated Bidder. The second lowest calculated Bidder shall be notified to submit its set of sample cards for testing. 4) The Notice to Execute Framework Agreement (NEFA) shall be given to the LCRB (Lowest Calculated and Responsive Bidder) who passes the post-qualification testing. 	

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 7 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

Item or Service	Maximum Quantity	Technical Specification / Scope of Work
SFTP SET-UP AND PRE-PRODUCTION ACTIVITIES	N/A	<ol style="list-style-type: none"> 1) Within five (5) calendar days upon conformance of the NEFA, the Supplier shall perform Secure File Transfer Protocol (SFTP) Set-up and test connectivity with DBP's E-Channels Operations Department (ECOD) and Information Security Office (ISO). The Supplier shall submit a Certificate of Connectivity upon completion of SFTP setup. 2) The Embossing File Format, Templates and other related documents/files shall be provided by DBP ECOD to the Supplier within five (5) calendar days upon conformance of the NEFA (Notice to Execute Framework Agreement). 3) The Supplier shall complete the Key Exchange Ceremony and related activities with DBP ECOD within fifteen (15) calendar days upon conformance of the NEFA. <ol style="list-style-type: none"> a) Issuer Public Key (IPK) and all other keys generated by the Supplier shall be turned over to DBP at no cost to the Bank during the Key Exchange Ceremony. b) The security and cost related to the key/s exchange shall be the responsibility and covered by the Supplier. 4) The approved card designs, kitting collateral (card carrier and envelope) designs shall be provided by the DBP Cards and ATM Department to the Supplier within five (5) calendar days upon conformance of the NEFA (Notice to Execute Framework Agreement) (up to a maximum of ten designs each). 5) The Supplier must have finished Program Development and Secure File Transfer Protocol (SFTP) setup within fifteen (15) calendar days. 6) The Supplier shall produce, manufacture, and ascertain card, kitting collaterals (card carrier and envelope) supply in compliance with the DBP specifications (refer to Annex E: Cards and Collaterals Specifications) for each Call-Off issued.
ORDER PLACEMENT	N/A	<ol style="list-style-type: none"> 1) In accordance with the guidelines on Framework Agreement (GPPB Resolution No.27-2019 dated 10 December 2019 and Appendix 32 – Guidelines on the Use of Framework Agreement by All Procuring Entities of the 2016 revised Implementing Rules and Regulations of RA 9184), DBP shall place an order by issuing one or more Call-Offs.

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 8 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

Item or Service	Maximum Quantity	Technical Specification / Scope of Work
		<p>2) The Call-Off shall specify the card variant/s, card artwork/s, exact quantity, kitting collateral (card carrier and envelope) design/s, packaging/sorting instructions, place/s of delivery, pouching and/or delivery instructions, and other relevant details.</p> <p>3) Supplier shall provide a valid Scope Certificate (SC) for rPVC cards, issued by an accredited certification body, ensuring compliance with the Global Recycled Standard (GRS) or equivalent recognized sustainability certification. The TC must include the following details:</p> <ul style="list-style-type: none"> a. Unique TC Number for traceability. b. Supplier and Manufacturer Details, including names, certification scope, and validity. c. Material Composition specifying the percentage of recycled content (e.g., post-consumer or pre-consumer recycled PVC).
PAYMENT FOR CARD PLASTIC AND KITTING COLLATERAL PRODUCTION	N/A	<p>1) The Supplier shall bill the Bank by issuing sales/billing invoice according to quantities inspected for each Call-Off. The sales/billing invoice should match the Certification of Completed Card Production issued by ECOD.</p> <p>2) Full payment shall be credited to the Supplier's DBP account within thirty (30) calendar days upon receipt of complete supporting documents by the Supplier.</p>
CARD ARTWORK AND KITTING COLLATERAL APPROVAL	N/A	<p>1) The DBP Cards and ATM Department shall provide the card artwork and kitting collateral designs to the Supplier in digital format for each Call-Off issued.</p> <p>2) The Supplier must submit the actual card proof/card layout and printed samples of the kitting collaterals in full color and its corresponding Visa approval (as applicable) for approval by the DBP Cards and ATM Department.</p> <p>3) Within five (5) days upon approval by DBP, the Supplier shall then submit five (5) actual and personalized card samples with kitting for each card variant in the Call-Off.</p> <p>4) The Supplier shall shoulder all costs for the White Plastic Card Review and/or Chip Card Personalization Validation (CCPV) Testing,</p>

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 9 of 15)

Technical Specifications/ Requirement			Bidder's Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
		as applicable, and other certification processes, and requirements, until certified.	
CARD PRODUCTION	N/A	<ol style="list-style-type: none"> 1) The Supplier shall produce the card body/plastic in the quantity indicated in each Call-Off within the specified timeline as stated in the Framework Agreement List starting either from: <ol style="list-style-type: none"> a) the date of card artwork approval, or b) the date of the Supplier's conforme to each Call-Off issued, whichever comes later. 2) The Supplier shall inform ECOD once the complete quantity of cards ordered in each Call-Off issued is ready for inspection/card count at the Supplier's vault/secure storage facility. 3) An authorized representative from ECOD shall physically inspect and count the cards produced based on the quantity indicated in each Call-Off issued. A Certification of Completed Card Production shall be provided by ECOD upon inspecting/counting the manufactured cards at the Supplier's vault/secure storage facility. 4) The Supplier's Personalization Bureau shall safe keep the blank EMV cards in their vault at no cost to the Bank. 	
KITTING SERVICES	N/A	<ol style="list-style-type: none"> 1) The Supplier shall perform the following kitting services: <ol style="list-style-type: none"> a) Printing of specific information on card carrier/welcome letter b) Attachment of card-on-card carrier/welcome letter using non-abrasive/gum label adhesive c) Ensuring accurate matching of card to corresponding welcome letter d) Folding of card carrier/welcome letter e) Inserting of card carrier/welcome letter and other marketing materials (if any) which shall not exceed three (3) one-page fliers or one (1) three-fold brochure. f) Sealing of envelope g) Sorting/packaging per DBP branch OR as specified in the Call-Off. 2) Printed/paper materials such as card 	
<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="text-align: center; margin: 0;">Conforme:</p> <div style="text-align: center; margin: 5px 0;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="margin: 0;">Bidder's Company Name</p> </div> <div style="text-align: center; margin: 5px 0;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="margin: 0;">Name & Signature of Authorized Representative</p> </div> <div style="text-align: center; margin: 5px 0;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="margin: 0;">Designation</p> </div> <div style="text-align: center; margin: 5px 0;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="margin: 0;">Date</p> </div> </div>			

FORM 9A (page 10 of 15)

Technical Specifications/ Requirement			Bidder's Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
Item or Service	Maximum Quantity	<p>carrier/welcome letters and window-type envelopes shall be provided by the Supplier.</p> <p>3) The Supplier must ensure that the data on the face and reverse of the card, EMV chip, contactless chip, magnetic stripe, and card carrier and other collaterals, if any, are of the same record/person before delivery to DBP. Card replacement cost and other financial losses that may arise from inconsistent data shall be for the account of the Supplier.</p> <p>4) For cards to be sent out to the DBP Branches:</p> <p style="margin-left: 20px;">a) Supplier shall provide sample packaging and label for approval for each Call-Off.</p> <p style="margin-left: 20px;">b) Packaging of personalized cards shall be sorted and segregated per Destination Branch in a secured envelope or box, sealed and properly labeled (label includes Branch Name, Branch Code, Card Count and Transaction Date, etc.)</p> <p style="margin-left: 20px;">c) Supplier shall sort cards in the following manner: Destination Branch Code, Cardholder's Name (Last Name first), Masked Card Number or Card Account Number; or as indicated in each Call-Off issued</p> <p style="margin-left: 20px;">d) Supplier must provide a printed/hard copy Transmittal List per package containing the following details: Destination/Branch Code, Cardholder's Name, Masked Card Number or Account Number; or other instructions as indicated in each Call-Off issued</p>	
DELIVERY OF PERSONALIZED CARDS	N/A	<p>1) If indicated in the Call-Off, delivery of personalized card kits shall be made by Supplier via secure vehicle/cargo, directly to DBP Head Office or as specified in the terms and details indicated in each Call-Off to be issued. Should the manner be through direct pick-up by authorized DBP representative/s, the Supplier must provide space for the releasing of cards and parking of service vehicles.</p> <p>2) The batch of personalized card kits must be delivered to the specified location together with the printed Delivery Receipt to be</p>	
<p style="text-align: center;">Conforme:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Bidder's Company Name</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name & Signature of Authorized Representative</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Designation</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>			

FORM 9A (page 11 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

Item or Service	Maximum Quantity	Technical Specification / Scope of Work
		<p>signed/received by ECOD or the designated authorized personnel:</p> <ul style="list-style-type: none"> a. For quantities below 20,000: within two (2) banking days from date of receipt of embossing file/s b. For quantities 20,000 and above: within five (5) banking days from date of receipt of embossing file/s <p>3) The Supplier shall email a daily Authorization to Deliver with the following details:</p> <ul style="list-style-type: none"> a. Call-Off Number b. Embossing File Name c. Quantity of Cards to be Delivered d. Name of Representative/s (Driver and Delivery Person) with ID and Signature e. Vehicle Details (Make/Model and Plate Number) f. Signature over Printed Name of Card Personalization Authorized Personnel <p>4) If indicated in the call-off, the Supplier shall deliver completed personalized card kits shall be to DBP Head Office at no additional cost. DBP Head Office address is as indicated as follows: <i>DBP Head Office Building Sen. Gil J. Puyat Avenue corner Makati Avenue, Makati City, Philippines</i></p>
PAYMENT FOR PERSONALIZED CARDS	N/A	<p>1) The Supplier shall send monthly sales/billing invoices to DBP according to the number of cards personalized, kitted and delivered within the period. Sales/billing invoice must be accompanied by a Certification of Delivery from an authorized representative of ECOD evidencing actual volume of personalized card kits received.</p> <p>2) Staggered/progress and succeeding payments shall be credited to the Supplier's DBP account within thirty (30) calendar days upon receipt of complete supporting documents.</p> <p>3) DBP shall pay the Supplier based on the actual volume of personalized cards delivered.</p> <p>4) Liquidated damages for delayed delivery shall be one-tenth of one percent (.001) of the cost of the unperformed portion of the total amount of the awarded items under the Call-Off for every day of non-delivery.</p> <p>5) Payments shall be subject to the submission of updated and applicable valid tax clearances in accordance with the latest rules, regulations, and issuances of the Bureau of Internal Revenue</p>

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9A (page 12 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

Item or Service	Maximum Quantity	Technical Specification / Scope of Work
		(BIR), as may be required to ensure compliance with existing tax laws and government procurement policies.
OTHERS	N/A	<ol style="list-style-type: none"> 1) The security of customer information shall be the responsibility of the Supplier. All records and any data submitted by DBP shall be treated as highly confidential. 2) The Supplier shall ensure that the card has a minimum five-year guaranteed life. All invalid and defective cards related to production defects must be replaced by the Supplier free-of-charge within five (5) calendar days if returned within the guarantee period. 3) The Supplier shall submit a weekly Inventory Report of processed, spoiled, and remaining inventory of EMV cards, card carriers and envelopes to ECOD and Cards and ATM Department. 4) The Supplier shall allow the Bank to conduct scheduled or surprise plant/site inspect/visit and/or conduct actual/physical count of cards at least once a month. 5) The Supplier must allow the Bank's representative/s to observe the whole process of card personalization, perform random checking of personalized cards and sign as witness on the certification to be issued by the Supplier on the deletion of all data submitted by the Bank. 6) The Supplier shall allow DBP to witness the destruction/perforation of spoiled EMV cards to be scheduled monthly. 7) The Supplier shall execute a Service Level and Non-Disclosure Agreement (NDA) and Acceptable Use Policy (AUP) and Data Security Agreement (DSA) with the Bank after issuance of the Notice to Execute Framework Agreement.

Conforme:

 Bidder's Company Name

 Name & Signature of Authorized Representative

 Designation

 Date

FORM 9A (page 13 of 15)

Technical Specifications/ Requirement

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

Item or Service	Maximum Quantity	Technical Specification / Scope of Work
		<p>8) The winning Bidder shall warrant that should there be announced improvements on the proposed card product and/or on any its components, after date of submission of bid proposals and before date of implementation, such improved product or its components should be delivered to DBP by the winning Bidder without affecting the submitted bid price proposal.</p> <p>9) DBP shall conduct periodic (monthly or quarterly) assessment or evaluation of the performance of the Supplier based on set performance criteria. Based on this assessment, the Bank may terminate the contract for failure of the Supplier to perform its obligations with criteria following the attached template as seen on Annex C.</p>

Conforme:

 Bidder's Company Name

 Name & Signature of Authorized Representative

 Designation

 Date

FORM 9A (page 14 of 15)

CARDS AND KITTING COLLATERALS SPECIFICATIONS

Item/Service: **Production, Personalization, Kitting, and Delivery of 250,000 pieces EMV ATM Visa Cards and Card Collaterals**

ABC: **PHP 23,500,000.00**

1. EMV Visa Card Specifications

a. Dimensions	85.60mm x 53.98mm (+/- 0.1mm)
b. Thickness	0.76mm (+/- 0.1mm)
c. Rounded corners	3.175mm (+/- 0.125mm) radius
d. Material	rPVC white laminated regular material (30 mil) (at least 90% recycled PVC) Must conform to ISO 7810
e. Opacity	Must conform to ISO Standards
f. Finish	Matte OR metallic
g. Front	Full color offset printing Ultraviolet element Visa branding guidelines and security features
h. Back	Full color offset printing Visa hologram (silhouetted) High coercivity 2750 Oe magnetic stripe Must conform to ISO standards Signature panel and CVV box DBP logo, BancNet logo, Plus symbol Visa branding guidelines and security features
i. Contact Chip	16KB minimum memory Dynamic data authentication Contactless/Dual interface Latest Visa applet (attach Visa Circular) 6-PIN module Silver-colored EMV-compliant with BancNet specifications
j. Personalization	Drop-on-Demand printing

2. Card Carrier Specifications

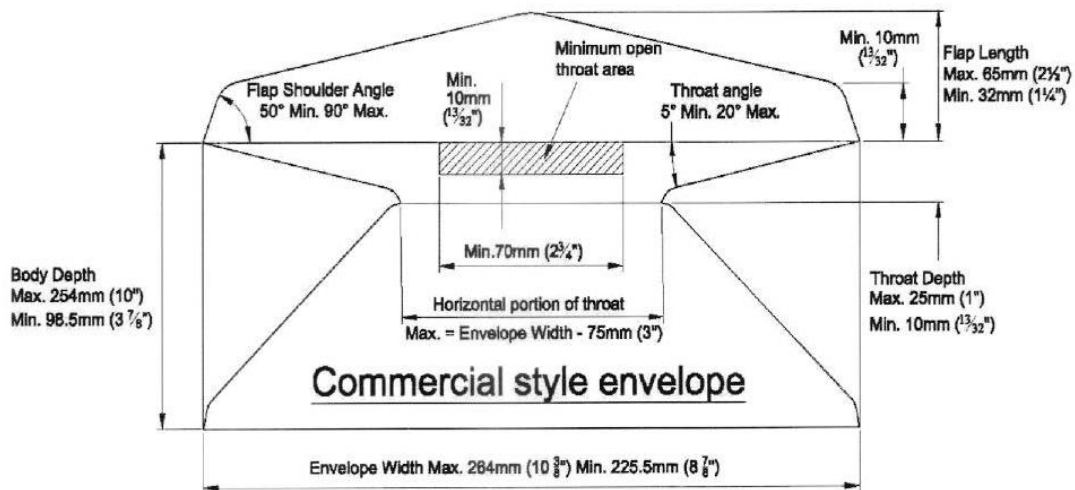
a. Dimensions	A4 (20.99 cm x 29.7 cm)
b. Stock	Book 80gsm - 110gsm
c. Color	4C/4C
d. Process	C2P offset printing

<p align="center">Conforme:</p> <hr/> <p align="center">Bidder's Company Name</p> <hr/> <p align="center">Name & Signature of Authorized Representative</p> <hr/> <p align="center">Designation</p> <hr/> <p align="center">Date</p>

FORM 9A (page 15 of 15)

3. Envelope Specifications

a. Dimensions	Commercial style envelope (refer to figure below)
b. Stock	Book 80gsm – 110 gsm
c. Smoothness	100-200 Sheffield units
d. Color	4C/4C
e. Process	C2P offset printing
f. Others	Die cutting, seal gumming, with plastic window
g. General Requirements	<ul style="list-style-type: none"> • Good quality machine-fill envelopes • Dimensions and quality to be consistent across manufactured batches • Windows to be securely affixed within 1.5mm (1/16") of top and side edges • Top edge to be flat and free from puckering • Side seams to be securely glued up to top of seam • Position of internal side seams to give a minimum 5mm (3/16") clearance or overlap to the edge of any insert • Pre-scored flap crease to enable the envelope flap to open flat • Envelopes shall be packed with its flap closed/folded • No twisting, curling or distortion evident • No glue seepage on interior or exterior of envelope



Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9B (page 1 of 5)

SCOPE OF WORK

Item/Service: **Production, Personalization, Kitting and Delivery of 250,000 pieces EMV ATM
Visa Cards and Card Collaterals**
ABC: **PHP 23,500,000.00**

POST-QUALIFICATION PROCESS

- 1) The lowest calculated Bidder shall be required to submit five (5) samples for each card variant within seven (7) calendar days after the declaration of the lowest calculated bidder to the DBP E-Channels Operations Department for acceptability and functionality testing.
 - a) If all five (5) cards are found to be acceptable, these cards shall be safe kept by the Bank for reference on future card production and delivery.
 - b) If the cards are found to be unacceptable, the lowest calculated bidder shall submit another set of five (5) sample Visa EMV cards within three (3) calendar days after retesting notice for ATM acceptability and functionality.
 - c) Failure on said tests shall mean disqualification of the lowest calculated Bidder. The second lowest calculated Bidder shall be notified to submit its set of sample cards for testing.
 - d) The Notice to Execute Framework Agreement (NEFA) shall be given to the LCRB (Lowest Calculated and Responsive Bidder) who passes the post-qualification testing.

SFTP SET-UP AND PRE-PRODUCTION ACTIVITIES

- 1) Within five (5) calendar days upon conformance of the NEFA, the Supplier shall perform Secure File Transfer Protocol (SFTP) Set-up and test connectivity with DBP's E-Channels Operations Department (ECOD) and Information Security Office (ISO). The Supplier shall submit a Certificate of Connectivity upon completion of SFTP setup.
- 2) The Embossing File Format, Templates and other related documents/files shall be provided by DBP ECOD to the Supplier within five (5) calendar days upon conformance of the NEFA.
- 3) The Supplier shall complete the Key Exchange Ceremony and related activities with DBP ECOD within fifteen (15) calendar days upon conformance of the NEFA.
 - a) Issuer Public Key (IPK) and all other keys generated by the Supplier shall be turned over to DBP at no cost to the Bank during the Key Exchange Ceremony.
 - b) The security and cost related to the key/s exchange shall be the responsibility and covered by the Supplier.
- 4) The approved card designs, kitting collateral (card carrier and envelope) designs shall be provided by the DBP Cards and ATM Department to the Supplier within five (5) calendar days upon conformance of the NEFA (up to a maximum of ten designs each).
- 5) The Supplier must have finished Program Development and Secure File Transfer Protocol (SFTP) setup within fifteen (15) calendar days.
- 6) The Supplier shall produce, manufacture and ascertain card, kitting collaterals (card carrier and envelope) supply in compliance with the DBP specifications (refer to Annex E: Cards and Collaterals Specifications) for each Call-Off issued.

ORDER PLACEMENT

- 1) In accordance with the guidelines on Framework Agreement (GPPB Resolution No.27-2019 dated 10 December 2019 and Appendix 32 – Guidelines on the Use of Framework Agreement by All Procuring Entities of the 2016 revised Implementing Rules and Regulations of RA 9184), DBP shall place an order by issuing one or more Call-Offs.

Conforme:
_____ Bidder's Company Name
_____ Name & Signature of Authorized Representative
_____ Designation
_____ Date

FORM 9B (page 2 of 5)

- 2) The Call-Off shall specify the card variant/s, card artwork/s, exact quantity, kitting collateral (card carrier and envelope) design/s, packaging/sorting instructions, place/s of delivery, pouching and/or delivery instructions, and other relevant details.
- 3) Supplier shall provide a valid Scope Certificate (SC) for rPVC cards, issued by an accredited certification body, ensuring compliance with the Global Recycled Standard (GRS) or equivalent recognized sustainability certification. The TC must include the following details:
 - Unique SC Number for traceability.
 - Supplier and Manufacturer Details, including names, certification scope, and validity.
 - Material Composition specifying the percentage of recycled content (e.g., post-consumer or pre-consumer recycled PVC).

CARD ARTWORK AND KITTING COLLATERAL APPROVAL

- 1) The DBP Cards and ATM Department shall provide the card artwork and kitting collateral designs to the Supplier in digital format for each Call-Off issued.
- 2) The Supplier must submit the actual card proof/card layout and printed samples of the kitting collaterals in full color and its corresponding Visa approval (as applicable) for approval by the DBP Cards and ATM Department.
- 3) Within five (5) days upon approval by DBP, the Supplier shall then submit five (5) actual and personalized card samples with kitting for each card variant in the Call-Off.
- 4) The Supplier shall shoulder all costs for the White Plastic Card Review and/or Chip Card Personalization Validation (CCPV) Testing, as applicable, and other certification processes, and requirements, until certified.

CARD PRODUCTION

- 1) The Supplier shall produce the card body/plastic in the quantity indicated in each Call-Off within the specified timeline as stated in the Framework Agreement List starting either from:
 - a) the date of card artwork approval, or
 - b) the date of the Supplier's conforme to each Call-Off issued, whichever comes later
- 2) The Supplier shall inform ECOD once the complete quantity of cards ordered in each Call-Off issued is ready for inspection/card count at the Supplier's vault/secure storage facility.
- 3) An authorized representative from ECOD shall physically inspect and count the cards produced based on the quantity indicated in each Call-Off issued. A Certification of Completed Card Production shall be provided by ECOD upon inspecting/counting the manufactured cards at the Supplier's vault/secure storage facility.
- 4) The Supplier's Personalization Bureau shall safe keep the blank EMV cards in their vault at no cost to the Bank.

PAYMENT FOR CARD PLASTIC AND KITTING COLLATERAL PRODUCTION

- 1) The Supplier shall bill the Bank by issuing sales/billing invoice according to quantities inspected for each Call-Off. The sales/billing invoice should match the Certification of Completed Card Production issued by ECOD.
- 2) Full payment shall be credited to the Supplier's DBP account within thirty (30) calendar days upon receipt of complete supporting documents by the Supplier.

Conforme:
_____ Bidder's Company Name
_____ Name & Signature of Authorized Representative
_____ Designation
_____ Date

FORM 9B (page 3 of 5)

CARD PERSONALIZATION

- 1) The Supplier shall conduct joint testing with DBP ECOD for System Integration Testing (SIT) and Before Actual Production (BAP) for each Call-Off issued. ECOD shall approve all documentation related to SIT and BAP.
- 2) Card Personalization for EMV Cards includes:
 - a) EMV chip personalization
 - b) Magnetic stripe encoding
 - c) Thermal, Digital or Drop-on-Demand printing
 - d) Testing and validation
- 3) Retrieval of EMV cards from the Supplier's vault shall only be allowed upon receipt of request for card personalization from DBP authorized personnel.
- 4) The Supplier shall in no case retain any copy (soft and/or hard) of the Bank's embossing file, reports and bad/spoiled cards after card personalization duly supported by a notarized certification for every Call-Off completed. All records or any data submitted by the Bank shall be treated as highly confidential. Moreover, security of cardholder information shall be the responsibility of the Supplier.

KITTING SERVICES

- 1) The Supplier shall perform the following kitting services:
 - a) Printing of specific information on card carrier/welcome letter
 - b) Attachment of card-on-card carrier/welcome letter using non-abrasive/gum label adhesive
 - c) Ensuring accurate matching of card to corresponding welcome letter
 - d) Folding of card carrier/welcome letter
 - e) Inserting of card carrier/welcome letter and other marketing materials (if any) which shall not exceed three (3) one-page fliers or one (1) three-fold brochure
 - f) Sealing of envelope
 - g) Sorting/packaging per DBP branch **OR** as specified in the Call-Off
- 2) Printed/paper materials such as card carrier/welcome letters and window-type envelopes shall be provided by the Supplier.
- 3) The Supplier must ensure that the data on the face and reverse of the card, EMV chip, contactless chip, magnetic stripe, and card carrier and other collaterals, if any, are of the same record/person before delivery to DBP. Card replacement cost and other financial losses that may arise from inconsistent data shall be for the account of the Supplier.
- 4) For cards to be sent out to the DBP Branches:
 - a) Supplier shall provide sample packaging and label for approval for each Call-Off
 - b) Packaging of personalized cards shall be sorted and segregated per Destination Branch in a secured envelope or box, sealed and properly labeled (label includes Branch Name, Branch Code, Card Count and Transaction Date, etc.)
 - c) Supplier shall sort cards in the following manner: Destination Branch Code, Cardholder's Name (Last Name first), Masked Card Number or Card Account Number; or as indicated in each Call-Off issued
 - d) Supplier must provide a printed/hard copy Transmittal List per package containing the following details: Destination/Branch Code, Cardholder's Name, Masked Card Number or Account Number; or other instructions as indicated in each Call-Off issued

DELIVERY OF PERSONALIZED CARDS

- 1) If indicated in the Call-Off, delivery of personalized card kits shall be made by Supplier via secure vehicle/cargo, directly to DBP Head Office or as specified in the terms and details indicated in each Call-Off to be issued. Should the manner be through direct pick-up by authorized DBP representative/s, the Supplier must provide space for the releasing of cards and parking of service

Conforme:
_____ Bidder's Company Name
_____ Name & Signature of Authorized Representative
_____ Designation
_____ Date

FORM 9B (page 4 of 5)

vehicles.

- 2) The batch of personalized card kits must be delivered to the specified location together with the printed Delivery Receipt to be signed/received by ECOD or the designated authorized personnel:
 - a) For quantities below 20,000: within two (2) banking days from date of receipt of embossing file/s
 - b) For quantities 20,000 and above: within five (5) banking days from date of receipt of embossing file/s
- 3) The Supplier shall email a daily Authorization to Deliver with the following details:
 - a) Call-Off Number
 - b) Embossing File Name
 - c) Quantity of Cards to be Delivered
 - d) Name of Representative/s (Driver and Delivery Person) with ID and Signature
 - e) Vehicle Details (Make/Model and Plate Number)
 - f) Signature over Printed Name of Card Personalization Authorized Personnel
- 4) If indicated in the call-off, the Supplier shall deliver completed personalized card kits shall be to DBP Head Office at no additional cost. DBP Head Office address is as indicated as follows: *DBP Head Office Building Sen. Gil J. Puyat Avenue corner Makati Avenue, Makati City, Philippines*

PAYMENT FOR PERSONALIZED CARDS

- 1) The Supplier shall send monthly sales/billing invoices to DBP according to the number of cards personalized, kitted and delivered within the period. Sales/billing invoice must be accompanied by a Certification of Delivery from an authorized representative of ECOD evidencing actual volume of personalized card kits received.
- 2) Staggered/progress and succeeding payments shall be credited to the Supplier's DBP account within thirty (30) calendar days upon receipt of complete supporting documents.
- 3) DBP shall pay the Supplier based on the actual volume of personalized cards delivered.
- 4) Liquidated damages for delayed delivery shall be one-tenth of one percent (.001) of the cost of the unperformed portion of the total amount of the awarded items under the Call-Off for every day of non-delivery.

OTHERS

- 1) The security of customer information shall be the responsibility of the Supplier. All records and any data submitted by DBP shall be treated as highly confidential.
- 2) The Supplier shall ensure that the card has a minimum five-year guaranteed life. All invalid and defective cards related to production defects must be replaced by the Supplier free-of-charge within five (5) calendar days if returned within the guarantee period.
- 3) The Supplier shall submit a weekly Inventory Report of processed, spoiled, and remaining inventory of EMV cards, card carriers and envelopes to ECOD and Cards and ATM Department.

Conforme:
_____ Bidder's Company Name
_____ Name & Signature of Authorized Representative
_____ Designation
_____ Date

FORM 9B (page 5 of 5)

- 4) The Supplier shall allow the Bank to conduct scheduled or surprise plant/site inspect/visit and/or conduct actual/physical count of cards at least once a month.
- 5) The Supplier must allow the Bank's representative/s to observe the whole process of card personalization, perform random checking of personalized cards and sign as witness on the certification to be issued by the Supplier on the deletion of all data submitted by the Bank.
- 6) The Supplier shall allow DBP to witness the destruction/perforation of spoiled EMV cards to be scheduled monthly.
- 7) The Supplier shall execute a Service Level and Non-Disclosure Agreement (NDA) and Acceptable Use Policy (AUP) and Data Security Agreement (DSA) with the Bank after issuance of the Notice to Execute Framework Agreement.
- 8) The winning Bidder shall warrant that should there be announced improvements on the proposed card product and/or on any its components, after date of submission of bid proposals and before date of implementation, such improved product or its components should be delivered to DBP by the winning Bidder without affecting the submitted bid price proposal.
- 9) DBP shall conduct periodic (monthly or quarterly) assessment or evaluation of the performance of the Supplier based on set performance criteria. Based on this assessment, the Bank may terminate the contract for failure of the Supplier to perform its obligations.

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9C (page 1 of 1)

FRAMEWORK AGREEMENT LIST

ANNEX A

Item/Service: **Production, Personalization, Kitting and Delivery of 250,000 pieces EMV ATM Visa Cards and Card Collaterals**
 ABC: **PHP 23,500,000.00**

Item or Service	Type and Nature	Maximum Quantity	Cost of Item/Service (inclusive of all taxes, in PHP)	
			Unit Price	Subtotal
EMV Visa Card	Production (card body)	250,000	78	19,500,000.00
	Personalization	250,000	6	1,500,000.00
Non-Card Service/s	Customized Collaterals: Card Carrier and Envelope production (per set)	250,000	5	1,250,000.00
	Kitting and Delivery to DBP Head Office (includes sorting by branch or per instruction in each Call-Off)	250,000	5	1,250,000.00
TOTAL			94	23,500,000.00

Item or Service	Type and Nature	Expected Delivery Timeframe after Receipt of a Call-Off	
		Quantity Range	Number of Calendar Days
EMV Visa Card	Production (card plastic body)	250,000 and below	Within 45 days*
	Personalization		
Non-Card Service/s**	Customized Collaterals: Card Carrier and Envelope production (per set)	20,000 and below	Within 2 days
	Kitting and Delivery to DBP Head Office (Includes sorting by branch or per instruction in each Call-Off)	20,001 to 100,000 100,001 to 250,000	Within 5 days Within 10 days

* Upon card artwork and white plastic approval

** For initial batch of personalization + services for each new call-off, additional 5 calendar days to expected delivery timeline for technical adjustments

<p>Conforme:</p> <p>_____</p> <p>Bidder's Company Name</p> <p>_____</p> <p>Name & Signature of Authorized Representative</p> <p>_____</p> <p>Designation</p> <p>_____</p> <p>Date</p>
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FORM 10 (page 1 of 2)

(use Bidder's Official Letterhead)

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

BID FORM

Date : _____

Project Identification No. : _____

To: DEVELOPMENT BANK OF THE PHILIPPINES

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.

Item or Service	Type and Nature	Maximum Quantity	Cost of Item/Service (inclusive of all taxes, in PhP)		Financial Bid (inclusive of all taxes, PhP)	
			Unit Price	Subtotal	Per Unit	Subtotal
EMV Visa Card	Production (card body)	250,000	78	19,500,000.00		
	Personalization	250,000	6	1,500,000.00		
Non-Card Service/s	Customized Collaterals: Card Carrier and Envelope Production (per set)	250,000	5	1,250,000.00		
	Kitting and Delivery to DBP Head Office (includes sorting by branch or per instruction in each Call-Off)	250,000	5	1,250,000.00		
TOTAL			94	23,500,000.00		

FORM 10 (page 2 of 2)

The total bid price per destination, 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.

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

FORM 11-A

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____

Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

The total bid must not exceed the total ABC and must be consistent with the financial bid per FORM 10.

Name: _____

Legal Capacity: _____

Signature: _____

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

FORM 11-B

**PRODUCTION, PERSONALIZATION, KITTING, AND DELIVERY
OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES
(VIA SINGLE-YEAR FRAMEWORK AGREEMENT)
Bid Reference No. G-2025-06**

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____

Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

The total bid must not exceed the total ABC and must be consistent with the financial bid per FORM 10.

Name: _____

Legal Capacity: _____

Signature: _____

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

Section X. Post-Qualification Documents

POST-QUALIFICATION TRANSMITTAL FORM

TITLE OF THE PROJECT: _____

Note: For the LOWEST/SINGLE CALCULATED BID (LCB/SCB), please fill-out and submit together with the Post-Qualification Requirements

FOR MACHINE STAMP (OFFICIAL TIME) BY THE DBP BAC SECRETARIAT
Received:

Name of Bidder: _____

Complete Address: _____

Submitted by: _____

Landline: _____ Email: _____

Within five (5) calendar days from the notice that the bidder is the **Lowest or Single Calculated Bid (LCB/SCB)**, the bidder shall submit two (2) sets of the following documentary requirements (which the bidder may also opt to submit on the date of opening of proposals; please bring ORIGINAL documents for verification):

- i. Latest Annual Income Tax Return;
- ii. Latest Business Tax Returns: VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) for the six (6) months period preceding the submission and opening of bids with proof of payment (any one of the following):
 - a. Electronic Filing and Payment System (EFPS) confirmation receipt
 - b. Bank-issued payment confirmation receipt
 - c. BIR payment confirmation receipts/status
- iii. Copies of the following documents:
 - a. DTI or SEC Certificate of Registration (including the names of company's controlling stockholders, directors, board members and officers);
 - b. General Information Sheet (GIS) (as attached in the SEC Certificate of Registration)
 - c. Valid/current Business/Mayor's Permit; and
 - d. Valid/current Tax Clearance issued by the BIR for bidding purposes.
- iv. Copies of Notice of Award (NOA), contract, Notice to Proceed (NTP), or equivalent documents relative to the listed ongoing projects/contracts.
- v. Duly signed Letter of Authorization stating that the bidder is authorizing the Development Bank of the Philippines (DBP) to conduct credit/background investigation as part of the Post-Qualification process, in relation to the project being bid. (*Template hereto attached*)
- vi. Other documents as may be listed in the Technical Specifications/Terms of Reference/Scope of Works.

Note: Failure to submit the above requirements on time or a finding against the veracity of such shall be grounds for the forfeiture of the bid security and disqualify the bidder for award.

LETTER OF AUTHORIZATION

[shall be submitted during post-qualification process or upon receipt of the Notice of Single/Lowest Calculated Bid]

(use Bidder's Official Letterhead)

Date:

To: **THE CHAIRPERSON, BIDS AND AWARDS COMMITTEE (BAC)**

Development Bank of the Philippines (DBP)
Sen. Gil Puyat Ave., cor. Makati Ave., Makati City
1200 Philippines

Gentlemen:

This is to authorize the Development Bank of the Philippines (DBP) and its authorized representatives, to conduct the validation/verification of the following documents as part of post qualification relative to our bid for the (state Title of the Bid Project) under (state Bid Reference Number):

1. Certificate of PhilGEPS Registration (Platinum Membership)
2. SEC or DTI Certificate of Registration (as applicable)
3. Current/Valid Business/Mayor's Permit
4. Current/Valid Tax Clearance
5. Current Audited Financial Statements
6. Current/Valid PCAB License (only applicable for Infrastructure projects)
7. Completed Contract/s

Thank you.

Very truly yours,

Name and Signature of the Authorized Representative

Section XI. Performance Securing
Declaration Form

Performance Securing Declaration

[To 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

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____, *[date issued]*, *[place issued]*

IBP No. _____, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

**Section XII. Draft Contract/
Framework Agreement**

Framework Agreement

Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at _____, represented herein by its _____ and hereinafter referred to as the "THE PROCURING ENTITY".

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at _____, represented by its _____ hereinafter referred to as the "THE SUPPLIER".

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project _____;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made an integral part thereof.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Framework Agreement List and the Technical Specifications;
- (c) the General Conditions of Contract;
- (d) the Special Conditions of Contract;
- (e) the Performance Security or Performance Securing Declaration;
- (f) the Procuring Entity's Notice to Execute Framework Agreement;
- (g) Mini Competition, when necessary; and
- (h) Call-Offs.

Article II DURATION

The term of this Agreement shall be from _____ to _____ unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

Article IV PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off.

Article V OBLIGATION TO ANSWER A CALL-OFF

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

Article VI TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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 Procuring Entity)

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

CALL-OFF					
<div style="border-bottom: 1px solid black; margin: 0 auto; width: 60%;"></div> Agency					
Supplier: _____			C.O. No.: _____		
Address: _____			Date: _____		
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:					
Place of Delivery: _____			Delivery Term: as indicated in the Framework Agreement _____		
Date of Delivery: _____			Payment Term: as indicated in the Framework Agreement _____		
Quantity	Unit	Description	Inventory	Unit Cost	Amount
(Total Amount in Words) <i>Five Thousand Pesos Only</i>					=
<div style="text-align: center; margin-bottom: 20px;">Please see attached Terms and Conditions</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Conforme:</p> <div style="border-bottom: 1px solid black; margin-top: 20px; width: 80%;"></div> <p style="text-align: center; margin-top: 5px;">Signature over Printed Name of Supplier</p> <div style="border-bottom: 1px solid black; margin-top: 10px; width: 30%;"></div> <p style="text-align: center; margin-top: 5px;">Date</p> </div> <div style="width: 45%; text-align: right;"> <p>Very Truly Yours,</p> <div style="border-bottom: 1px solid black; margin-top: 20px; width: 80%;"></div> <p style="text-align: center; margin-top: 5px;">Authorized Official</p> </div> </div>					
Funds Available: _____			ALOSS No. _____		
<div style="border-bottom: 1px solid black; margin: 0 auto; width: 60%;"></div> Chief Accountant			Amount: _____		

