Republic of the Philippines
PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE
APO PRODUCTION UNIT, INC.

APO PRODUCTION UNIT, INC.

PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF ONE (1) LOT OF YEAR-END GIFT PACKS FOR EMPLOYEES AND OFFICIALS OF APO PRODUCTION UNIT, INC. (APUI) FOR CY2022

Negotiated Procurement under Two Failed Biddings

(Bid Reference No. TFB-30-22)

APO Production Unit, Inc.
Sixth Edition
July 2020

INVITATION TO NEGOTIATE FOR THE
SUPPLY AND DELIVERY OF ONE (1) LOT OF YEAR-END GIFT PACKS FOR EMPLOYEES AND OFFICIALS OF APO PRODUCTION UNIT, INC. (APUI) FOR CY2022 (TFB-30-22)

1. The *APO Production Unit, Inc.*, through the *Approved Annual Procurement Plan (APP) for CY 2022* intends to apply the sum of *Two Million Three Hundred Eighty-Nine Thousand Seven Hundred Seventy-Eight Pesos and 2/100 (PhP 2,389,778.02)* being the ABC to payments under the contract for *Supply and Delivery of One (1) Lot of Year-end Gift Packs for Employees and Officials of APO Production Unit, inc. (APUI) for CY2022 (TFB-30-22).*

2. The APO Production Unit, Inc. now invites bids for the above Procurement Project. Delivery of the Goods is required in Schedule of Requirements.

3. Bidding will conducted through Negotiated Procurement under Two Failed Biddings pursuant to Section 53.1 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184).

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

4. Prospective Bidders may obtain further information from *APO Production Unit, Inc.* and inspect the Bidding Documents at the address given below during *(7:00 A.M. to 4:00 P.M.).*

   For purposes of compliance with social distancing protocols, interested bidders intending to inspect bidding documents are advised to first set an appointment with the APO BAC Secretariat through the contact details provided below before proceeding to APO premises.

   BAC SECRETARIAT OFFICE
   APO Production Unit, Inc.
   2nd Floor PIA Bldg., Visayas Ave.,
   Barangay Vasra, Diliman, Quezon City
   (02) 8282-5309 local 211
   bac@apo.gov.ph, **www.apo.gov.ph**

5. The *APO Production Unit, Inc.* will hold a Conference for Submission and Opening of Negotiation Documents (Offers/Proposal) on *2 November 2022, 10:00 A.M* at *APO Conference Room, APO Production Unit, Inc., 2/F PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City* and/or through video conferencing or webcasting *via Microsoft Teams App,* which shall be in accordance with APO's General House Rules on E-Bidding process. Accordingly, bidders must strictly comply with the foregoing issuances.

An invitation link to the meeting will then be issued by the BAC Secretariat which will require the bidders (physically present or via videoconferencing) to register prior to obtaining permission to join/attend the meeting.

APO's General House Rules on E-Bidding process:
https://drive.google.com/drive/folders/13pDgSSc-Wxt5dPLQJ-8J0nmxczu9wzli

Registration Form for Bidders who will submit its Offers/Proposal
https://docs.google.com/forms/d/e/1FAIpQLSeS6KwwkIsYNEy0yEKVhY7vziE8lkZCs8aiB_htKS_LRiF-iw/viewform?usp=pp_url

The Eligibility Documents, Technical Proposal, and Best and Final Offer shall be submitted in one (1) original and two (2) duplicate copies at the address below or via email at bac@apo.gov.ph, respectively, on or before *2 November 2022, 10:00 A.M.*

Bids shall be submitted in sealed envelopes, labeled as "Negotiated Documents", with the title of the procurement project, name of the Bidder, address of the Bidder, and contact details of the bidder, addressed to APO Production Unit, Inc.

6. All Bids must be accompanied by a bid security in any of the acceptable forms.

7. Printed/physical and soft/scan copies of the bids must be duly received by the BAC Secretariat at BAC Secretariat Office, *APO Production Unit, Inc., 2/F PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City through* (i) manual submission at the office address, (ii) online or electronic via *email to* bac@apo.gov.ph, or (iii) both, on or before *2 November 2022, 10:00 A.M.* Late bids shall not be accepted.

8. The *APO Production Unit, Inc.* 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.

9. For further information, please refer to:

MS. LEA ANN M. GAMBAN
Head, BAC Secretariat
APO Production Unit, Inc.
PIA Bldg., Visayas Ave., Barangay Vasra,
Diliman, Quezon City
(02) 8282-5309 local 212
www.apo.gov.ph

MR. DOMINIC F. TAJON
Chairperson, BAC
APO Production Unit, Inc.
PIA Bldg., Visayas Ave., Barangay Vasra,
Diliman, Quezon City
(02) 8282-5309
www.apo.gov.ph

10. You may visit the following websites:

For downloading of Bidding Documents: *https://apo.gov.ph/index.php/bids-and-awards-committee/procurement/public-bidding*

27 October 2022

Dominic F. Tajon, BAC Chairperson

Instructions to Bidders

Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 *for one hundred twenty (120) calendar days from the date of Opening of Bids and until the Lowest Calculated and Responsive Bidder has posted the appropriate Performance Security, respectively.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

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**.

Bid Data Sheet

ITB Clause	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than PhP 47,795.56 *[the amount equivalent to two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 119,488.90 *[the amount equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond.
21.1	*No further instructions.*

General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Upon receipt of the Notice of Award (NOA), the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section VII (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.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Special Conditions of Contract

GCC Clause	
	Delivery and Documents – For Goods supplied from within the Philippines, "The delivery terms applicable to this Contract are delivered Quezon City or APO Production Unit Inc. 2F Philippine Information Agency Building, Brgy Vasra, Visayas Avenue, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site are: Ms. Beverly Olap, *OIC Materials Control Division (MCD)* and/or Ms. Arlene Zoleta, Ms. Belinda Borla, *Human Resources and Administrative Services Division (HRAD) Personnel*
1	Transportation – 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. 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. 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. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of

<table>
<tr><td></td><td>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.</td></tr>
<tr><td>2.2</td><td>The terms of payment shall be as follows:

Payment shall be made after goods have been delivered by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
Upon inspection and acceptance, the amount due shall be payable within fifteen (15) calendar days upon receipt of complete documents, i.e., billing statement/statement of account/invoice and other pertinent documents
Payment shall be subject to applicable taxes.</td></tr>
<tr><td>3</td><td>Performance securities are required for Section 53 Negotiated Procurement methods of procurement under 53.1 Two Failed Biddings in accordance with Sections 39 and 62 of RA 9184 IRR

The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:
<table>
<tr><th>ACCEPTABLE FORMS OF PERFORMANCE SECURITY</th><th>AMOUNT OF PERFORMANCE SECURITY (NOT LESS THAN THE REQUIRED PERCENTAGE OF THE TOTAL CONTRACT PRICE)</th><th>DETAILS/REMARKS</th></tr>
<tr><td>1) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td><td>Five Percent (5%)</td><td>The posted security shall be retained by APUI for the duration of the contract until its completion.</td></tr>
<tr><td>2) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td><td>Five Percent (5%)</td><td rowspan="2">Valid from the date of issuance of performance security until issuance of Certificate of Final Acceptance by the end-user.

CONDITIONS:
a) must be valid until issuance of the certificate of final acceptance by the end user unit;
b) must guarantee the faithful performance under the contract in accordance with the bidding documents;
c) posted in favor of the apo production unit, inc. (APUI); and
d) shall be forfeited in case of default by the supplier in any of its obligations under the contract.</td></tr>
<tr><td>3) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td><td>Thirty Percent (30%)</td></tr>
</table></td></tr>
<tr><td>4</td><td>Inspection and acceptance shall be conducted by the authorized representatives and/or other offices/body authorized by the APO Production Unit, Inc.
The inspections and tests that will be conducted includes, but not limited to the following parameters:
• Compliance to the weight/volume requirements;
• Determination of whether there is damage or defects;
• Compliance to the packaging requirements;
• Expiration dates of the grocery items: See recommend expiration dates specified in Section VII Technical Specifications; and
• The APUI reserves the right to reject the items upon delivery if they do not conform to the approved specifications</td></tr>
</table>

Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Graham Cracker Biscuits	1,338 packs	3rd week of November 2022 or within seven (7) calendar days from date of receipt of Notice to Proceed (NTP)
2	Pasta Noodles and Italian Sauce (Party Pack) – 1 pack	892 packs	
3	Corned Beef	892 cans	
4	Canned Sausage	892 cans	
5	Canned Mushroom Soup	892 cans	
6	Fruit Cocktail Heavy Syrup	892 cans	
7	All Purpose Cream	892 packs	
8	Condensed Milk	892 cans	
9	Chocolate Drink with marshmallow, Packaging: 10 pieces per box	892 boxes	
10	Chocolate Bar with Fruit and Nuts Big	892 packs	
11	Luncheon Meat Lite	892 cans	
12	Glazed Ham Ball	446 pieces	
13	Cheddar Cheese	446 pieces	
14	Canned Cooked Meat/Ham	446 cans	
15	Vegetable Oil	446 liters	
16	Mayonnaise	446 packs	
17	Chocolate Cookies	446 packs	
18	Shoestring Potato Original	446 pieces or container	
19	Chocolate Spread	446 pieces	
20	Canned Butter	446 cans	
21	Adult Powdered Milk	446 packs	
22	Sandwich Spread	446 pieces	
23	Fruit Juice	446 packs	
24	Peanut Butter	446 pieces	
25	Quick melt Cheese	446 pieces	
26	Chocolate Bar Matcha Flavor	446 pieces	
27	Chocolate Powder Drink	446 pieces	
28	Eco Bag/Grocery Bag	892 pieces	

Delivery Site: APO Production Unit, Inc. (APUI) 2nd floor Philippine Information Agency (PIA) Building, Visayas Avenue, Brgy. Vasra, Quezon City

Technical Specifications

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

Supply and Delivery of One (1) Lot of Year-End Gift Packs (TFB-30-22)

Item No.	Description	Quantity	Statement of Compliance
1	**Graham Cracker Biscuits** • Net Weight: 200g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	1,338 pieces	
2	**Pasta and Italian Sauce (Party Pack) – 1 pack** • Net Weight: 800g to 1kg of Pasta and 900g to 1kg of Italian Sauce • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	892 pieces	

3	**Corned Beef** • Net weight: 380g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing.	892 pieces	
4	**Canned Sausage** • Net weight: 130g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	892 pieces	
5	**Cream of Mushroom (Condensed soup in can)** • Net Weight: 298g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	892 pieces	
6	**Fruit Cocktail Heavy Syrup** • Net Weight: 825g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	892 pieces	
7	**All Purpose Cream** • Net Weight: 250ml • Leading brand • Expiration Date: six (6) months from the date of manufacturing	892 pieces	
8	**Condensed Milk** • Net Weight: 380g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	892 pieces	
9	**Chocolate Drink with marshmallow** • Packaging: 10 pieces per box • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	892 pieces	
10	**Chocolate Bar with Fruit and NutsBig** • Net Weight: 160g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of	892 pieces	

	manufacturing		
11	**Luncheon Meat Lite** • Net Weight: 340g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	892 pieces	
12	**Glazed Ham Ball** • Net Weight: 1kg • Leading brand • Expiration Date: six (6) months from the date of manufacturing	446 pieces	
13	**Cheddar Cheese** • Net Weight: 500g • Leading brand • Expiration Date: six (6) months from the date of manufacturing	446 pieces	
14	**Canned Cooked Meat/Ham** • Net Weight: 349g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
15	**Vegetable Oil** • Net Volume: 1 liter • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
16	**Mayonnaise** • Net/Weight: 470g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
17	**Chocolate Cookies** • Net Weight: 333 grams per 1 pack • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
18	**Shoestring Potato Original** • Net Weight: 255g • Leading brand	446 pieces	

	• Expiration Date: six (6) months to one (1) year from the date of manufacturing		
19	**Chocolate Spread** • Net Weight: 350g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
20	**Canned Butter** • Net Weight: 135g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
21	**Adult Powdered Milk** • Net Weight: 600g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
22	**Sandwich Spread** • Net/Weight: 220ml • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
23	**Fruit Juice** • Net Volume: 1 liter • Tetra pack/packaged juice • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
23	**Peanut Butter** • Net Weight: 170g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
24	**Quick melt Cheese** • Net Weight: 440g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	

25	**Chocolate Bar Matcha Flavor** • Net or Packaging Weight: 36.5g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
26	**Chocolate Powder Drink** • Net Weight: 300g • Leading brand • Expiration Date: six (6) months to one (1) year from the date of manufacturing	446 pieces	
27	**Eco Bag/Grocery Bag with High Load Bearing Capacity (For grocery items)** • Horizontal bag with long handle • Heavy duty • Color: Red or Green, or any available color subject to end user's approval *(Please see the attached picture, for reference only)* • Design: With printed design, Christmas themed *(Please see the attached picture, for reference only)* • Expandable, Foldable, and Reusable • Dimension: L 20" x H 16" x W 6" L 51 cm x H 41 cm x W15 cm	892 pieces	

Period for correction of defective item/s:

The period for correction of defective items is within twenty-four (24) hours fromreceipt of notice.

The winning bidder is required to bring a contingency should there be a need toreplace the defective delivered items, the detailed are as follows:

1 – 500 pieces = 2%
501 – 1,000 pieces = 1%

BELIEVE IN THE MAGIC OF CHRISTMAS
JOY
MERRY
NOEL
PEACE
EARTH
BELIEVE IN THE MAGIC OF CHRISTMAS
MERRY everything HAPPY always
LET IT SNOW
the most wonderful
THE YEAR

MERRY CHRISTMAS
Merry Christmas
Merry Christmas
Merry Christmas

Checklist of Technical and Financial Documents

The sets of Technical/Eligibility and Financial Components shall be submitted in Three (3) sets/copies (1 ORIGINAL and 2 COPIES)

I. TECHNICAL COMPONENT ENVELOPE	
Class "A" Documents	
Legal Documents	
☐	**a)** Valid PhilGEPS Registration Certificate (Platinum Membership)
Technical Documents	
☐	**b)** Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
	c) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and
☐	**d)** Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
II. FINANCIAL COMPONENT ENVELOPE	
☐	**e)** Original of duly signed and accomplished Financial Bid Form; **and**
☐	**f)** Original of duly signed and accomplished Price Schedule(s).

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

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

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agentCurrencyCommission or gratuity

_____
_____
_____
(if none, state "None") *]*

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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)

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

    i. Philippine Bidding Documents (PBDs);
        i. Schedule of Requirements;
        ii. Technical Specifications;
        iii. General and Special Conditions of Contract; and
        iv. Supplemental or Bid Bulletins, if any

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

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

    iii. Performance Security;

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

    v. Other contract documents that may be required by existing laws and/or the

Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

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

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

Acknowledgment

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

APO Production Unit
Digital Bidding Process

Requirements for Procuring Entities

- Office 365 account / One drive and Email Account / Microsoft Teams or Google Meet / WinRAR owned by the APO-Bids and Awards Committee.
- One drive Account to be used for storing Password-Encrypted Bids.
- Email Account to be used for receiving Password-Encrypted Bids.

Requirements for Bidders
Application:

- Microsoft Office version 2013 onwards
- Google Chrome or Mozilla Firefox Browser
- 7zip, WinRAR or any file archiver with password encryption feature
- Email account or Google Account.

Password Policy Requirement

- Password length: 8-10
- Required: 1 Capital Letter
- Required: 1 Symbol
- Required: 4-6 Numeric

Password Requirement for the Digital Submission of Opening of Bids

- Bidder must send the first 4-5 letter word to 1st BAC Secretariat email, remaining 4-5 letter word to 2nd BAC Secretariat email.

Rules on Online Bidding (via Microsoft Teams App)

- Always mute the microphone unless acknowledged by the BAC to speak on by clicking "raise your hand" button.
- Always "on" the camera to make known that participants remain present at the meeting.
- Use of earphone or headset is encouraged for clear audio and avoid feedbacks

Scheduling and Planning of Bidding

BAC will discuss the process and manner of online submission and opening of bids during Pre-Bid Conference.

BAC Personnel will use the Microsoft Teams App as platform for the opening of bids.

Process on Digital Submission of Bids

Bidder may submit their bids encrypted with password on or before the scheduled time and date of the submission. Password will only be given to the BAC Secretariat at the time and date of the opening. Each component (Technical and Financial) must have a different password.

E.G (Winrar password: Bid$d0c@2020
Bidding Document password: @2020Docap0)

Bidder will receive an email notification providing the receipt of submission of bids.

Procuring Entities Digital Archiving Process (for audit trail recording)

The BAC personnel, once received the encrypted bids via email, will record its time and date, and will take a screenshot of it as well as the acknowledgement receipt.

The **BAC** Personnel will save the bids to the official OneDrive Account created for the achiving of received bids and will take a screenshot of the date and time when the document has uploaded to the OneDrive Account.

Digital Opening of Bids

BAC will only admit all the participating bidders once the conference is ready. The proceeding will be recorded.

BAC personnel shall ask the bidder to send their password to formally open the bids based on the date and time of their submission.

BAC personnel, once received the password via email, will record the time and date, and will take a screenshot of it as well as the acknowledgement receipt for audit trail recording. Bids will be shared to the screen for examination and evaluation.

Note This process may change if there is any new method created for the automation and development of the process.**

Republic of the Philippines
gppb
Government Procurement Policy Board