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

APO PRODUCTION UNIT, INC.

PHILIPPINE BIDDING DOCUMENTS

for the

LEASE OF VARIOUS PAPER PRINTING MACHINES, IN-LINE DIGITAL NUMBERING AND BAR CODING AND FINISHING EQUIPMENT WITH OPERATIONAL AND TECHNICAL SUPPORT SYSTEM

(Bid Reference No. PB-05-23)

APO Production Unit, Inc.
Sixth Edition
July 2020

Preface

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

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

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

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

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

APO PRODUCTION UNIT, INC.

INVITATION TO BID FOR THE
LEASE OF VARIOUS PAPER PRINTING MACHINES, IN-LINE DIGITAL NUMBERING AND BAR CODING AND FINISHING EQUIPMENT WITH OPERATIONAL AND TECHNICAL SUPPORT SYSTEM
(PB-05-23)

1. The *APO Production Unit, Inc.*, through the *Indicative Annual Procurement Plan (APP) for CY 2023* intends to apply the sum of *Twelve Million Pesos (PhP 12,000,000.00)* being the ABC to payments under the contract for *Lease of Various Paper Printing Machines, In-line Digital Numbering and Bar Coding and Finishing Equipment with Operational and Technical Support System (PB-05-23).* Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *APO Production Unit, Inc.* now invites bids for the above Procurement Project. Delivery of the Goods is required by *(As stated in Section VI. Schedule of Requirements)*. Bidders should have completed, within *a period of five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

   Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

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.).*

5. A complete set of Bidding Documents may be acquired by interested Bidders on *25 January 2023 to 14 February 2023* 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 Ten Thousand Pesos (PhP 10,000.00).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *(presented in person, by facsimile, or through electronic means.)*

   For purposes of compliance with quarantine and social distancing protocols, interested bidders intending to inspect or purchase 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

6. The *APO Production Unit, Inc.* will hold a Pre-Bid Conference[1] on *2 February 2023, 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, prospective 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

   Online Pre-registration Form for Pre-Bid Conference:
   https://docs.google.com/forms/d/e/1FAIpQLSe7UH7oad68YWCCh1k7IXIZvA9CtABpuDITbAyUfiMu1caimg/viewform?usp=ppurl

   Online Pre-registration Form for Submission and Opening of Bids:
   https://docs.google.com/forms/d/e/1FAIpQLSdsJEIt5tpezkfkca9S5BMHXhYWDACqGNX7nMV1ndA4g8LgSw/viewform?usp=ppurl

7. Printed/physical and soft/scan copies 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* (i) manual submission at the office address, (ii) online or electronic via *email to* bac@apo.gov.ph, or (iii) both, on or before *14 February 2023, 10:00 A.M.* Late bids shall not be accepted.

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

9. Actual/On-site bid opening of printed/physical copy shall be on *14 February 2023, 10:15 A.M.* at *APO Conference Room, APO Production Unit, Inc., 2/F PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City* and/or via *Microsoft Teams App.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. 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.

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

11. 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

12. You may visit the following websites:

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

25 January 2023

Dominic F. Tajon, BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *APO Production Unit, Inc.* wishes to receive Bids for the *Lease of Various Paper Printing Machines, In-line Digital Numbering and Bar Coding and Finishing Equipment with Operational and Technical Support System (PB-05-23)*

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2023* in the amount of *Twelve Million Pesos (PhP 12,000,000.00)*

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

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.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *a period of five (5) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] 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.

15. Sealing and Marking of Bids

Each Bidder shall submit three (3) copies 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 7 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.

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

[2] 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.

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as:

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

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

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

a. Information that specifies and complements provisions of the ITB must be incorporated.

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *Lease of Machines.* b. completed within *five (5) years* prior to the deadline for the submission and receipt of bids. The Bidder shall provide Proof of Compliance with the SLCC, such as: • Certificate of Satisfactory Performance (completion); or • Official Receipts
7.1	*Not applicable*
12	*Not applicable*
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 240,000.00* 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 600,000.00* if bid security is in Surety Bond.
19.3	*Not Applicable*
20.2	**Additional requirement as stated below***:* Only tax returns filed and paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted. NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.
21.2	*Not Applicable*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

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

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. 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

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.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

a. Information that complements provisions of the GCC must be incorporated.

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

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

Special Conditions of Contract

GCC Clause	
1	Not Applicable
2.2	The terms of payment shall be as follows As rental for the Lease of Various Printing Machines and Equipment with Operational and Technical Support System, APO shall pay the Lessor a total sum of (the bid price of the winning bidder) only, Philippine Currency, inclusive of VAT, withholding tax and other charges, for the entire Lease Period. Accordingly, payment shall be divided based on the Total Number of Accumulated Used of Machines and Equipment, subject to the submission of the following documents: (i) Work Order, (ii) Delivery Receipt with Inspection, (iii) Billing Statement/Billing Invoice, (iv) Summary of Machine Utilization Report, and (v) all other required documents based on existing accounting and auditing laws, rules and regulations.
4	No further instructions.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	*Lease of Various Paper Printing Machines, In-line Digital Numbering and Bar Coding and Finishing Equipment with Operational and Technical Support System (PB-05-23)*	1 LOT	1 LOT	Lease Period of the Machines and Equipment shall be for **a period of one (1) year** The Lease Contract effectivity shall be on **20 March 2023 to 19 March 2024**

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

I. LIST OF PRINTING MACHINES AND FINISHING EQUIPMENT

For the duration of the rental/lease period, APO shall lease the following machines and equipment (the "*Leased Equipment*") in accordance with the following minimum technical specifications:

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 Bidders 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 provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).
A. 1-unit 3-color Wet Offset Continuous Forms Machine with reverse printing *a. Functional Description* • Roll to roll, roll to fold and roll to cut sheet continuous forms press with flexibility on reverse printing • Web width should be 520 mm • Unwind roll diameter is 50" with a built-in electronic web guide	

b. Performance Description • Manufacturer's Data Sheet or Certified Test Sheets, Print Samples *c. Design* • **3** wet offset cylinders with dampening and circulation and chilling unit with the following sizes, 17", 21", 22", 24" and 26" • 2 file punch stations, marginal punch station (new generation) for double stream • At least **2** inline cross perforations for high perforation functionality • Folding range from 5" to 13" • Equipped with automatic web guide and tension control system • Rated speed at 150,000 cycles per hour • 1 spiral folder with counter, web marking device and delivery table • Include web break detector ***B.*** **<u>1-unit 2- color Web Offset Continuous Forms Press with inline digital numbering and bar *coding*</u>** *a. Functional Description* • Web width should be 32" • Roll to fold continuous forms press capable of printing up to 2 colors, with inline digital printer for *Bar Codes and special numbering* • Unwind roll diameter is 50" with built-in electronic web guide *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • **2** wet offset cylinders of size 22", with dampening and circulation and chilling unit	

• 2 file punch stations, marginal punch station (new generation) for double stream • At least **2** inline cross perforations for high perforation functionality • Folding range from 5.5" to 11" • Equipped with automatic web guide and tension control system • Rated speed at 150,000 cycles per hour • 1 spiral folder with counter, web marking device and delivery table • Include web break detector • Large exhauster including shredder for wider edge trim • Equipped with automatic web guide and tension control system • Rated speed at 300,000 cycles per hour **C. <u>1-Unit 4-color Web Offset Machine with inline numbering and dry offset</u>** *a. Functional Description* • Web width should be 520 mm • Roll to roll, roll to fold and roll to cut sheet continuous forms press • Unwind roll diameter is 50" with a built-in electronic web guide *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Capable of 4- color printing with flexibility on reverse printing • 4 colors web offset, cylinder sizes should be 17", 10 ¾" and 11" • At least 2 inline cross perforations for high perforation functionality • Folding range from 5" to 11"	

• Equipped with automatic web guide and tension control system • Rated speed at 200,000 cycles per hour • 1 spiral folder with counter, web marking device and delivery table • Include web break detector • With large exhauster including shredder for wider edge trim **D. <u>1-unit 5-color Web Offset machine with inline digital numbering</u>** *a. Functional Description* • Web width should be 520 mm • Roll to roll, roll to fold, roll to cut sheet continuous forms press capable of printing up to 5 colors, with inline digital numbering system • Unwind roll diameter is 50" with a built-in electronic web guide *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Capable of 5- color printing with flexibility on reverse printing • 5 colors web offset, cylinder sizes should be 17", 22" and 24" • At least 2 inline cross perforations for high perforation functionality • Folding range from 5" to 12" • Equipped with automatic web guide and tension control system • Rated speed at 250,000 cycles per hour **E. 2-units 5-color Continuous Forms Press with inline digital numbering** *a. Functional Description*	

• Roll to fold, roll to cut sheet continuous forms press capable of printing up to 5 colors, with in-line digital numbering • Web width should be 520 mm • Unwind roll diameter is 50" with a built-in electronic web guide *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Capable of 5- color printing with flexibility on reverse printing • 5 colors web offset, cylinder size is 17", 21", 22", 24" and 26" • Maximum roll width of paper that can be loaded is 20" (web width) • At least 2 inline cross perforations for high perforation functionality • Folding range from 5" to 12" • Equipped with automatic web guide and tension control system • Rated speed at 150,000 per hour **F. 1-unit Cutting machine for finishing** *a. Functional Description* • Highly reliable paper cutter for sizing of feed sheets and trimming of finished products *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Cutting width at 44 ¼" maximum • Cutting depth at 44" maximum and 4" minimum • Loading height at least 6"	

• Rated speed of at least 20 cuts per minute • Complete with easy cutting controls and operator safety accessories **G. 1-unit Collating and Numbering Machine (fold to fold)** *a. Functional Description* • Rotary / Fold to fold collator and numbering press for continuous forms *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Sheet size 18" x 23" maximum • Can handle paper thickness of 45-220 gsm • Crash or rotary numbering functions • Capable of fine and multi-pass perforations • Rated speed at 15,000 per hour **H. 1-unit Collating and Numbering Machine (Roll to sheet)** *d. Functional Description* • Roll to sheet collator and numbering press for continuous forms; bursting and cutting *e. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *f. Design* • *Sheet size 20" x17" maximum* • *Can handle paper thickness of 45-220 gsm* • *Crash or rotary numbering functions* • *Capable of fine and multi-pass perforations* • *Rated speed at 28,000 per hour*	

I. 1-unit 4-color Sheet-fed Press *a. Functional Description* • Sheet bed/ flatbed offset press machine; 4 colors *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Maximum sheet size – 20" x 29" • Minimum sheet size – 12" x 18" • Paper thickness that can handle is from 40 lbs to 220 lbs • Rated speed of 15,000 sheets per hour **J. 1-unit Digital Press in sheeted form** *a. Functional Description* • Digital Press in sheeted form; 6 color- printing *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Maximum sheet size – 12.5" x 18.5" • Minimum sheet size – 8.5" x 11" • Paper thickness that can handle is from 40 lbs to 240 lbs • Rated speed of 10,000 sheets per hour **K. 1-unit Laminating Machine** Plastic/Matte Thermal Film – 25 microns Thermal film size – maximum of 40" Rated speed of 1,200 sheets/hour	

II. Obligations of the Lessor

a. The printing machines and finishing equipment being leased shall be readily available for the exclusive use of **APO** while they remain in the premises of the **Lessor** during and/or in the entire duration of the lease period.

b. The **Lessor** shall ensure the security of **APO's** supplied raw materials, supplies, goods-in-process and finished goods while in the premises of the **lessor**. Thus, it shall be responsible for any loss or damage thereto while it remains in its premises.

c. The Lessor shall allow the entry of APO personnel to the leased printing machines and equipment facilities and to allow qualified operators to use the leased machines and equipment.

d. The **Lessor** shall reserve an ***enclosed, secured working area and will be for exclusive use of APO*** (with available working table, ***chairs*** and a computer unit) where APO's personnel can prepare its daily machine utilization report and/or monthly monitoring reports, waste disposal slips, etc.

e. The **Lessor** shall guarantee the availability of service technicians that shall perform preventive maintenance to further prevent the breakdown of the leased machines and equipment.

f. Upon the completion of a particular job or project and/or termination of the Lease Agreement, the **Lessor** shall return to **APO** all materials, films, printing plates, scrap paper, reject goods, left over paper stocks, inks, and other materials related to the production.

III. Obligations of APO

1. **APO** shall be responsible to supply all necessary production supplies, such as but not limited to the following: (i) paper, (ii) plates, (iii) special inks, (iv) numbering inks and (v) other materials required based on projected/budgeted material cost.

2. **APO** shall have the right to post and assign its quality control personnel and assigned machine operator(s) at the premises where the Leased Equipment are located in order for those personnel to operate the Leased Equipment and print the necessary jobs indicated in appropriate job orders, and to enforce the rules and regulations that APO may adopt regarding the use of the Leased Equipment against its own personnel.

3. **APO** personnel shall also be responsible in the preparation of the following reports:
    1. Work Order- to be issued to the Lessor, obtaining name of machine/s to be leased and corresponding machine hours and machine rates.

2. Daily Machine Utilization Report- shows the daily utilization of leased machine/s (name of machine and number of hours); to monitor production output and job progress.
3. Summary of Machine Utilization- shows the leased machine and total number of hours used based on the daily utilization report and are submitted to APO accounting.
4. Materials Return Slip- for all excess materials to be returned to APO

5. Waste Disposal Slip- for test prints, spoilages/wastages, used plates, and other used materials subject for disposal duly signed and checked by the APO Quality Control Personnel.

IV. Maintenance and Repairs

a. The **Lessor** shall guarantee the availability of service technicians that shall perform any restoration and preventive maintenance to ensure continuity of operation and to prevent the breakdown of the leased machines and equipment.

b. The Lessor shall be responsible for the payment of all repairs and maintenance which includes but not limited to, replacement of original parts, fabrication, machining, commissioning and decommissioning, hauling and the likes.

c. The **Lessor** shall ensure the safety and security of the leased equipment to avoid delays in the printing and delivery of accountable printed materials which would lead to an interruption of APO's services to its government agency clients.

V. Insurance

a. The **Lessor** shall insure all the leased equipment and related materials with a reputable insurance company throughout the Term of the lease to compensate the APO for any damage arising from fire, earthquake, subsidence, labor unrest, floods, civil disturbance, theft and vandalism.

b. The **Lessor's** failure to obtain such insurance shall render it liable for any loss or damage resulting therefrom, and the lessor shall indemnify the APO for any and all loss or damage it may incur on account of such failure to obtain insurance.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

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) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

☐ b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ d) 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**

☐ e) Conformity with the Technical Specifications, which may include production/delivery schedule, Security and Safety requirements, and/or after-sales/parts, if applicable; **and**

☐ f) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

☐ i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

Section IX. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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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 of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

We understand that you are not bound to accept the Lowest 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 EXWper item Rental Rate (Peso/Hour)	Estimated rental hours	Total price E X W per item (cols. 5 x 6) - 9	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded (cols. 5 x6) x 10% withholding tax	Total Price delivered Final Destination (col 7+9)
1	3-color Wet Offset Continuous Forms Machine with reverse printing		1 unit		210 Hours				
2	2- color Web Offset Continuous Forms Press with inline digital numbering and *bar coding*		1 unit		82 Hours				
3	4-color Web Offset Machine with inline numbering and dry offset		1 unit		240 Hours				
4	5-color Web Offset machine with inline digital numbering		1 unit		485 Hours				
5	5-color Continuous Forms Press with inline digital numbering		2 units		1,320 Hours				
6	Guillotine Cutting machine for finishing		1 unit		285 Hours				
7	Collating and Numbering Machine (fold to fold)		1 unit		110 Hours				
8	Collating and Numbering Machine (Roll to sheet)		1 unit		280 Hours				
9	4-color Sheet-fed Press		1 unit		500 Hours				
10	Digital Press in sheeted form		1 unit		750 Hours				
11	Laminating Machine		1 unit		126 Hours				
								Total Amount Words	Total Amount in Figures

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]

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]

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]

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

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

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

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

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

Statement of Bidder's Single Largest Completed Contract (SLCC)

Business Name: _____

Business Address : _____

Name of Contract	Date of Contract	Contract duration	Owner's name and address	Kinds of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of delivery	"Similar" or "not similar" in nature and in complexity

Note:
This statement shall be supported with any of the following:
a. End User Acceptance, or
b. Official Receipt (s)

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

Note:

a. Sworn/under oath statement/affidavit shall be executed by the duly authorized signatory, with the corresponding documentary stamps and latest notarization.

b. All notarization shall be made in accordance with the provisions of the 2004 Rules on Notarial Practice as prescribed by the Supreme Court of the Philippines.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__, in the City_____, Philippines.

_____ 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, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

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]*

Statement of All Ongoing Government and Private Contracts, Including Contracts Awarded But Not Yet Started, Whether Similar or Not Similar in Nature

Name of Contract	Date of Contract	Contract duration	Owner's name and address	Kinds of Goods	Amount of contract and value of outstanding contracts	Date of delivery	"Similar" or "not similar" in nature and in complexity
Government							
Private							

Note:
Sworn/under oath statement/affidavit shall be executed by the duly authorized signatory, with the corresponding documentary stamps and latest notarization.
All notarization shall be made in accordance with the provisions of the 2004 Rules on Notarial Practice as prescribed by the Supreme Court of the Philippines.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*

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 archiving 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