

AMENDMENTS TO THE INSTRUCTIONS TO PROSPECTIVE BIDDERS				
	Section		Original Provision	Amended Provision
1	Section I Invitation to Bid		Submission and Opening of Bids – APO Board Room – 17 June 2013 @ 10 a.m.	Submission and Opening of Bids – APO Board Room – <u>19 June 2013</u> @ 10 a.m.
2	Section II Instruction to Bidders		As posted in PhilGEPs, newspaper and website: 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribe in Error! Reference source not found as required in ITB Clause 12.1(b) (iii).	As posted in PhilGEPs, newspaper and website: 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form <u>prescribed in Section VIII Bidding Forms</u> as required in ITB Clause 12.1(b) (iii).
3	Invitation to Bid		<i>1.APO Production Unit Inc., through its 2013 Corporate Fund intends to apply the sum of <b>One Hundred Eighty Million Pesos (PhP 180,000,000.00)</b> being the Approved Budget for the Contract (ABC) for the Lease of Machines and Equipment with Management Information System (MIS). Bids received in excess of the ABC shall be automatically rejected during bid opening.</i>	<i>1.APO Production Unit Inc., through its 2013 Corporate Fund intends to apply the sum of <b>One Hundred Eighty Million Pesos (PhP 180,000,000.00)</b> being the Approved Budget for the Contract (ABC) for the Lease of Machines and Equipment with Management Information System (MIS) <u>for one (1) year</u>. Bids received in excess of the ABC shall be automatically rejected during bid opening.</i>
4	Section III BDS ITB clause 2		The Corporate Fund and 2013 Budget through approved by the Board in the amount of <b>One Hundred Eighty Million Pesos (PhP 180,000,000.00)</b> .	The Corporate Fund and 2013 Budget through approved by the Board in the amount of <b>One Hundred Eighty Million Pesos (PhP 180,000,000.00) <u>for a period of one (1) year</u></b> .

5	Section III BDS ITB Clause 5.4	The Bidder must have completed, within the period one (1) year specified in the Invitation to Bid and ITB Clause 12.1 (a)(iii) at least two (2) or more contracts that is similar to this Project and the aggregate amounts should be equivalent to at least twenty five percent (25%) of the ABC.	<p>The Bidder must have completed, within the period one (1) year specified in the Invitation to Bid and ITB Clause 12.1 (a)(iii)., at least two (2) or more contracts that are similar to this Project where <u>the aggregate amount of the similar contracts should be equivalent to at least fifty percent (50%) of the ABC and where the largest of the similar contracts should have an amount equivalent to twenty five (25%) of the ABC.</u></p> <p><u>Similar contract means involving printing and finishing services.</u></p>
6	Section III ITB Clause 29.2(b)	29.2(b) Note: The latest income and business tax returns are those within the last six months preceding the date of bid submission.	29.2(b) Note: The latest income and business tax returns are those <u>which have been filed with the BIR and covering either the calendar year ending December 31, 2012 or the prospective bidder’s fiscal year ending in 2012.</u>
7	Section IV	51.1 The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.	<u>51.1 The supplier warrants the machines/equipment are fully operational, durable and in good condition and quality for intended use.</u>

8	Section V GCC Clause 10.4	<p>The currency in which payment is made to the supplier under this contract shall be in Philippine Pesos. The contractor shall be paid for every schedule of delivery subject to the required Expanded Withholding Tax (EWT) of one (1%) percent and Final Withholding Tax on VAT of five (5%).</p> <p>Payment shall be made within a reasonable time, but in no case later than sixty (60) days after the submission of Delivery Receipts/sales invoices by the Contractor and all other required documents based on existing accounting and auditing laws, rules and regulations.</p> <p>No advance payment shall be made as provided in Section 88 of PD 1445.</p>	<p><u>The currency in which payment is made to the supplier under this contract shall be in Philippine Pesos. No advance payment shall be made as provided in Section 88 of PD 1445.</u></p>
9	Section V GCC Clause 19	<p>The applicable rate is one (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay. In case of default on the part of the contractor, the Procuring Entity shall be entitled to the maximum deduction herein provided as liquidates damages.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the BIR shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>	<p>Clause 19 Deleted. Not applicable.</p>

10	Section VI	1.Printing		1. <u>Roto Gravure</u>
11	Section VII	MIS 11. Application  The system should be customized and configurable according to APO's requirement and policies with the approval of the BIR.		The system should be <u>customizable and configurable according to APO's requirements.</u>
12	Section VII	MIS 19 . Report Generation Must generate all reports necessary for the track and trace system, production, delivery/pickup, user logs, and all other reports overlooking the system		19 . Report Generation Must generate <u>all reports necessary for the MIS, e.g.</u> production, delivery/pickup, user logs, and all other reports overlooking the system
13	Section VII Terms and Conditions	5. Terms of payment should be payable monthly for a period of five and a half years (5 ½) and starts on the 6 <sup>th</sup> month after the first delivery. These machines are leased to own.		5. Terms of payment should be payable monthly for a period of <u>one (1) year.</u>
14	Section VII Terms and Conditions	6. Maintenance, technical services, spare parts and consumables for 5 years.  Based on the foregoing requirement, any repair/s which requires replacement of spare parts must be subject to the approval of the procuring entity		6. Maintenance, technical services, spare parts and consumables for <u>one (1) year.</u>  Based on the foregoing requirement, any repair/s which requires replacement of spare parts must be subject to the approval of the procuring entity