REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL COMMUNICATIONS OFFICE
APO PRODUCTION UNIT, INC.

PHILIPPINE BIDDING DOCUMENTS

LEASE OF PRINTING MACHINES AND FINISHING EQUIPMENT WITH OPERATIONAL AND TECHNICAL SUPPORT (CEBU AREA)

(Bid Reference No. PB-05-25)

APO Production Unit, Inc.
Sixth Edition
5 March 2025

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Section I. Invitation to Bid

INVITATION TO BID FOR THE LEASE OF PRINTING MACHINES AND FINISHING EQUIPMENT WITH OPERATIONAL AND TECHNICAL SUPPORT (CEBU AREA) (PB-05-25)

1. The APO Production Unit, Inc., through the *Corporate Operating Budget for 2025* intends to apply the sum of *Ten Million Seventeen Thousand Eight Hundred Forty Pesos (PhP10,017,840.00)* being the ABC to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *APO Production Unit, Inc.* now invites bids for **Lease of Printing Machines and Finishing Equipment with Operational and Technical Support (Cebu Area)**. Delivery of the Services is required in accordance with the delivery schedule provided under Section VI (Schedule of Requirements) of the Bidding Documents for the project. Bidders should have completed, within the last 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 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 5183.

4. Prospective Bidders may obtain further information from *APO Production Unit, Inc.* and inspect the Bidding Documents at the address given below during *office hours, from 8:00 A.M. to 5:00 P.M., Mondays to Fridays*, except non-working days (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to make such declaration.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *5 March 2025 to 26 March 2025* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (PhP25,000.00).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

   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.

6. The *APO Production Unit, Inc.* will hold a Pre-Bid Conference on *14 March 2025, 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. Bids must be duly received by the BAC Secretariat at the BAC Secretariat Office, *APO Production Unit, Inc., 2/F PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City* through manual submission at the office address indicated below, on or *26 March 2025, 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. Bid opening shall be on *26 March 2025, 10:00 a.m. onwards* at the given address below 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.

   Bidders shall bear all costs associated with the preparation and submission of their bids, and the *APO Production Unit, Inc.* will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

   Bidders should note that the *APO Production Unit, Inc.* will accept bids only from those that have paid the applicable fee for the Bidding Documents.

   The *APO Production Unit, Inc.* assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

   In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-

discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

a) In alphabetical order, the bidders shall pick one rolled paper.
b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.

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.

11. For further information, please refer to:

MS. MICHELLE B. MARTINEZ
Head, BAC Secretariat
APO Production Unit, Inc.
PIA Bldg., Visayas Ave., Barangay Vasra,
Quezon City
(02) 8282-5309 local 212
bac@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

5 March 2025

KARL PAULO C. DAMIAN
Chairperson
BIDS AND AWARDS COMMITTEE

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *APO Production Unit Inc.* wishes to receive Bids for the **Lease of Printing Machines and Finishing Equipment with Operational and Technical Support (Cebu Area)** with identification number *[PB-05-25]*.

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 2025 in the amount of Ten Million Seventeen Thousand Eight Hundred Forty Pesos (PhP10,017,840.00)

2.2. The source of funding is 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. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

a. 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 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 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 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).**

12.2. The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. 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 bidder having the Lowest Calculated and Responsive Bid has posted the appropriate Performance Security and signed the contract. 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 one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at their 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 the event 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

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 may be. 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Lease of machines equipment b. completed within five (5) years prior to the deadline for the submission and receipt of bids. The bidder's Statement Identifying the Single Largest Completed Contract shall be supported by any of the following: i. End-user's Certificate of Satisfactory Completion/Performance and/or Acceptance; ii. Sales Invoice; OR iii. Official Receipts
7.1	No portion of the contract/project shall be subcontracted.
12	The price of the Goods shall be quoted DDP at APO Production Unit, Inc., PIA Bldg., Visayas Ave., Barangay Vasra, Diliman, Quezon City.
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 *two percent (2%) of ABC or* at least amounting to Two Hundred Thousand Three Hundred Fifty-Six Pesos and 80/100 (PhP200,356.80), 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 *five percent (5%) of ABC* or at least amounting to Five Hundred Thousand Eight Hundred Ninety-Two Pesos (PhP500,892.00), if bid security is in Surety Bond.
19.3	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	The bidder having the Single or Lowest Calculated Bid (SCB/LCB) shall submit within the period of five (5) calendar days from receipt of notice issued by the Bids and Awards Committee (BAC) as the bidder having the SCB/LCB. *NOTE:* *Only income and business tax returns filed and paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.*

	In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following: *a. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and* *b. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening & Preliminary Examination of Bids.*
21.1	No additional requirements.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1. In order to ensure 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 this notice, the Supplier shall repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	Not Applicable
2.2	The payment to the Lessor for the lease of machine, shall be based on the Total Number of Accumulated Used of Machines and Equipment, subject to the submission of the following documents: (i) Work Order, (ii) Billing Statement/Billing Invoice, (iii) Daily and Summary of Machine Utilization Report, and (iv) all other required documents based on existing accounting and auditing laws, rules and regulations In case there shall be an adjustment in contract price and/or delivery schedule, a corresponding amendment to the contract shall be undertaken in accordance with Annex D of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184 and Volume II of the Generic Procurement Manual – Second (2nd) Edition: Manual of Procedures for the Procurement of Goods, subject further to the relevant budget, audit and accounting rules and regulations.
4	The inspections and tests that will be conducted: The printing machines and finishing equipment shall be readily available for the use of APO Production Unit Inc. during and/or for the entire duration of the contract of lease.

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 Printing Machines and Finishing Equipment with Operational and Technical Support (Cebu Area)*	1 LOT	1 LOT	Lease Period of the Machines and Equipment shall be for a period of one (1) year commencing upon issuance of the Notice to Proceed, or on May 16, 2025, until May 15 2026, whichever comes first.

I hereby certify to comply and deliver all the above requirements.

_____	_____	_____
Name of Company/Bidder	**Signature Over Printed Name of Representative**	**Date**

Section VII. Technical Specification

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.]
1	**2 units 5 Color Continuous Form Press** *a. Functional Description* • Roll to fold, roll to cut sheet continuous forms press capable of printing up to 5 colors • Pure Offset • Unwind roll diameter is 50" *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 offset, cylinder size is 8.5" and 17" • Maximum roll width of paper that can be loaded is 40" • At least 2 inline cross perforation for high perforation functionality • Folding range from 8.5" to 17" • Paper size – can be printed from 6" to 18" • Rated speed at 250 m/min. (minimum)	
2	**2 units Web Offset Press** *a. Functional Description* • Roll to fold capable of printing up to 6 colors *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Maximum width: 34" • Cut Off: 22" • No. of Web Units: 6 • Units of 2/1; can print 96 pages monochrome & 64 pages full color • Folder with ½ and ¼ fold	
3	**3 units Sheet-Fed Press** *a. Functional Description* • Sheet fed offset press machine; 2 colors *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Maximum sheet size – 12" x 18" • Paper thickness that can handle is from 50 gsm to 220 gsm • Rated speed of at least 6,000 sheets per hour	
4	**3 units Digital Press** *a. Functional Description* • Digital Press in sheeted form • Inkjet drop-on-demand heads need to print variable data like barcodes and series number. *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	

5	**3 units Rotary Collator and Numbering Machines** *a. Functional Description* • Roll to fold collator and numbering press for continuous forms • 6-feed stations meaning it can collate up to 6th ply or more *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Maximum width of paper than can be loaded is 19" • Rotary numbering with double-row type • Numbering holder sizes of 17", 16", 14", 24", 22" and 20" • Rated speed at 2,000 linear meters per hour	
6	**3 units Guillotine Cutting Machine** *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 45" maximum • Loading height at least 6" to 8" • Rated speed of at least 20 cuts per minute • Complete with easy cutting controls and operator safety accessories	
7	**6 units Stitching Machine Double Head** *a. Functional Description* • Binding Style: Saddle Stitching • Operation: Binding Electric • Includes: 1 Stitch Master, Contract Strip, Side Stops, Foot Switch, 1 Spool 25 Gauge Round Wire *b. Performance Description* • Manufacturer's Data Sheet or Certified Test Sheets and Print Samples *c. Design* • Compatible Supplies & Accessories: 25 gauge round stitching wire • Speed: 100 Stitches / Minute • Dimensions: 9" W x 13" D x 24" H, 16" Wide Table • Throat Depth: Flat 5", Saddle: 9"	
	I. Obligations of the Lessor	

	a) Ensure that the printing machines and finishing equipment being leased shall be readily available for the use of APO while they remain on the premises of the Lessor during and/or for the entire duration of the lease period. In case the printing machines and finishing equipment shall not be available for use of APO for 1 to 8 hours, the Lessor shall be deducted 0.000125 of APO Production Unit's project cost with its client for every hour of delay. On the other hand, if the delay is more than 8 hours or 1 day, the lessor shall be imposed of liquidated damages in the amount of 1/10 of 1% of the daily cost of the lease of the equipment for every day of the delay.	
	b) Ascertain the security of **APO's** supplied raw materials, supplies, goods-in-process and finished goods while in the premises of the **Lessor**.	
	c) 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.	
	d) Guarantee that a replacement unit of any of the leased printing machines and/or finishing equipment is available in case the aforesaid machine/s and/or equipment is/are subject for repair	
	e) Accountable for any loss or damage of the leased printing machines and finishing equipment, including APO's supplied raw materials, supplies, goods-in-process and finished goods, while these goods remains on the Lessor's premises	
	f) Responsible for the payment of all repairs and maintenance which includes but is not limited to, replacement of original parts, fabrication, machining, commissioning and decommissioning, and hauling.	
	g) Allow the entry of APO personnel to the leased printing machines and equipment facilities and to allow qualified production and quality control personnel to use the leased machines and equipment with the supervision and assistance of the lessor.	
	h) Reserve the following: **i.** Working area (with an available working table, chairs, and a computer unit with printer) where APO's personnel can prepare its daily reports.	

	ii. Designated area for the exclusive use of APO for safekeeping and storage of production supplies, such as papers and other raw materials **iii.** Guarantee the availability of service technicians who shall perform any necessary restoration and preventive maintenance to ensure continuity of operation and to prevent the breakdown of the leased machines and equipment.	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

The sets of Technical/Eligibility and Financial Components shall be submitted in Three (3) sets of printed formats AND one (1) set of electronic/pdf format of the eligibility documents and bids in USB/Flash Drive
(1 ORIGINAL & 2 PRINTED COPIES AND 1 ELECTRONIC COPY)

All envelopes shall:

a) contain the name of the contract to be bid in **capital letters**;
b) bear the name and address of the Bidder in capital letters;
c) be addressed to the BAC with the following details:

BIDS AND AWARDS COMMITTEE (BAC)
APO PRODUCTION UNIT, INC.

d) bear the specific identification of this bidding process; and e. bear a warning "**DO NOT OPEN BEFORE…**" the date and time for the opening of bids.

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) Original Copy of the Bidder's Conformity with the Technical Specifications

☐ (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 is 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.

FINANCIAL COMPONENT ENVELOPE

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

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

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	Name of Client, Contact Person, Contact Number, and Email Address	Kinds of Goods	Amount of contract / Value of outstanding contracts	Date of delivery	"Similar" or "not similar" in nature and in complexity to the Contract to be Bid
Government							
Private							

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

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

Business Name: _____

Business Address : _____

Name of Contract	Date of Contract	Contract duration	Name of Client, Contact Person, Contact Number, and Email 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 to the Contract to be Bid

Note:
This statement shall be supported with any of the following:

a. End User Acceptance,
b. Official Receipt (s); or
c. Sales Invoice

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

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

NFCC COMPUTATION

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number _. Page _____ of _____.

ABC	**PHP10,017,840.00**
DETAILS	**AMOUNT**
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

_____ _____

[Signature of the Authorized Rep.] *[in the capacity of] (Please indicate position of Authorized Rep.)]*

*Duly authorized to sign Bid for and on behalf of*_____
(Please indicate name of company)

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	Estimated rental hours	Unit price EXW per item Rental Rate (Peso/Hour)	Total Unit Price E X W per item (cols. 5 x 6)	Sales and other taxes payable per item if Contract is awarded *(Normally 10% witholding tax)*	Total Unit prices per item final destination and unit price of other incidental services (cols. 5 x 6) + 10% withholding tax	Total Price delivered Final Destination (cols 4 x 9)
1	5 Color Continuous Form Press		2 units	1,010 Hours					
2	Web Offset Press		2 units	1,010 Hours					
3	Sheetfed Press		3 units	450 Hours					
4	Digital Press		3 units	300 Hours					
5	Rotary Collator and Numbering Machines		3 units	800 Hours					
6	Guillotine Cutting Machine		3 units	500 Hours					
7	Stitching Machine Double Head		6 units	500 Hours					

Name: _____

Legal Capacity: _____

Signature: _____

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

Republic of the Philippines
gppb
Government Procurement Policy Board