# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES

Bid No. 24-013-03 BRAVO

Government of the Republic of the Philippines

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## **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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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** – Department of Trade and Industry.

 $\mathbf{EXW} - \mathbf{Ex}$  works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

# Section I. Invitation to Bid

### INVITATION TO BID FOR

# SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES

#### Bid No. 24-013-03 BRAVO

- 1. The Civil Aviation Authority of the Philippines (CAAP), through the CAAP Corporate Budget CY 2024 intends to apply the sum of TWO MILLION TWO HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED PESOS (Php 2,259,600.00) being the Approved Budget for the Contract (ABC) to payments under the contract for SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES (Bid No. 24-013-03) BRAVO. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Civil Aviation Authority of the Philippines now invites bids for **SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES.** Completion of the project is required within **THIRTY (30) CALENDAR DAYS.** Bidders should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. 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) 9184, otherwise known as the "Government Procurement Reform Act".
  - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
- 4. Interested bidders may obtain further information from Civil Aviation Authority of the Philippines and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 19 March 2024 until the deadline of submission of bids from the address 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 Php 5,600.00 (inclusive of 12% VAT).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The Civil Aviation Authority of the Philippines will hold a Pre-Bid Conference on **05 April 2024** @ **9:30 AM** through via Zoom/Google Meet, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before 17 April 2024 @ 9:00 AM. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **17 April 2024** @ **9:30 AM** at CAAP Conference Room, 4<sup>th</sup> Floor, CAAP Main Building, Old MIA Road Pasay City, MM. 1300. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

- 8. The Civil Aviation Authority of the Philippines reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 9. For further information, please refer to:

#### ENGR. LEANDRO R. VARQUEZ

Head, BAC Secretariat
BAC Office
3<sup>rd</sup> Floor Supply, Procurement Building,
Civil Aviation Authority of the Philippines
MIA Road corner Ninoy Aquino Avenue
1300 Pasay City, Metro Manila
Email address: bac@caap.gov.ph
Telephone number – (02) 8246-4988 loc. 2236
www.caap.gov.ph

ATTY DANJUN G. LUCAS
Chairperson, Bids and Awards Committee Bravo

# Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, *Civil Aviation Authority of the Philippines* wishes to receive Bids for the SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES with identification number **BID No. 24-013-03 BRAVO.** 

[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 for CAAP Central Office, 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 CAAP Corporate Operating Budget CY2024 in the amount of TWO MILLION TWO HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED PESOS (Php 2,259,600.00)
- 2.2. The source of funding is:
  - a. The CAAP Corporate Operating Budget CY 2024.

#### 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 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: 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:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Conference Room PMO Building CAAP MIA Road 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 [state relevant period as provided in paragraph 2 of the **IB**] 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, exwarehouse, 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<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until [indicate date]. 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 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,

<sup>&</sup>lt;sup>1</sup> 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.

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 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 follows:
  - Option 1 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

# **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	Procurement of Card Printer"
	a. Should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
12	The price of the Goods shall be quoted DDP (Various Airports) or the applicable
	International Commercial Terms (INCOTERMS) for this Project.
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 <b>Php 45,192.00</b> [Indicate the amount equivalent
	to two percent (2%) of ABC], if bid security is in cash,
	cashier's/manager's check, bank draft/guarantee or irrevocable letter of
	credit; or
	b. The amount of not less than <b>Php 112,980.00</b> [Indicate the amount equivalent
	to five percent (5%) of ABC] if bid security is in Surety Bond.
15	Each page thereof shall be initialed by the duly authorized representative/s of the Bidder. Submitted Eligibility, Technical and Financial documents shall be properly marked with index tabs (ear tabs) and must be sequentially paginated in accurate order in the form i.e., "page 3 of 100".
	Pagination shall be sequential all throughout the documents inside the envelope.
19.3	TWO MILLION TWO HUNDRED FIFTY NINE THOUSAND SIX HUNDRED PESOS (Php 2,259,600.00) being the ABC to payments under the contract for SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES
20.2	The Bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall submit its

a) Latest income and business tax returns filed through the Electronic Filing and Payment System (EFPS);

b) Business licenses and permits required by law (Registration Certificate, Mayor's Permit, & Tax Clearance); and

c) Latest Audited Financial Statements.

d) Submitted documents that expired after the opening of Bids

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.

# 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

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

### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

**Special Conditions of Contract** 

GCC			
Clause			
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]		
	Delivery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."		
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	<ul><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and/or maintenance of the</li></ul>		
	supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;		
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and		
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.		

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 5.2.1.1.1 such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 5.2.1.1.2 in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within 2 months of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.  Intellectual Property Rights —
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Partial payment is not allowed. Terms of payment shall be 100% after complete delivery of goods.
4	The inspections and tests that will be conducted are:  a. The Card Printer Should be Compatible with the current supply of PVC CR80 Blank and Pre-Printed PVC Cards.  b. The Card Printer Should be Compatible with the current Desktop of the Licensing and Certification Department.

# 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	Unit	Delivered, Weeks /Months
1	<ul> <li>Two (2) Units of Retransfer ID Card Printer</li> <li>Printing Density: 600 dpi x 600 dpi or higher</li> <li>Printable Area: Edge to edge printing over the card surface</li> <li>Print Speed: 28 sec/ single side or faster</li></ul>	2	units	THIRTY (30) CALENDAR DAYS upon receipt of NTP
2	72 Rolls or 72,000 sides Overlay/Re-Transfer (1,000 sides per roll or higher) compatible with the proposed printer	72	Rolls	THIRTY (30) CALENDAR DAYS upon receipt of NTP
3	48 Rolls or 36,000 images YMCKK Ribbons (750 images per roll or higher) compatible with the proposed printer	48	Rolls	THIRTY (30) CALENDAR DAYS upon receipt of NTP

SUBMITTED BY:

Signature:	
Position:	
Name of Company:	
Date:	

# Section VII. Technical Specifications

# **Technical Specifications**

Item	Specification	Statement of Compliance
	SUPPLY AND DELIVERY OF RE TRANSFER I.D. CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES Items Description:	
1	Two (2) Units of Retransfer ID Card Printer  Printing Density: 600 dpi x 600 dpi or higher  Printable Area: Edge to edge printing over the card surface  Print Speed: 28 sec/ single side or faster  : 56 sec / dual side or faster  : 56 sec / dual side or faster  : 56 sec / dual side or faster  : Size 54mm x 85.6mm  Interface: USB 2.0, Ethernet  Software Environment: Microsoft Windows 10  32bit/64bit  : Microsoft Windows 8  32bit/64bit  : Microsoft Windows 7  32bit/64bit   Has a laminator connection  Proposed Card Printer must be:  compatible with the current supply of Blank and Pre-Printed PVC Cards  Capable of security features (e.g. Hologram QR code, Barcode, Magnetic Stripe)  Free Training on the use of the Card Printer  Free Installation  1 Year Warranty for Parts and Factory Defect and Lifetime Warranty for Services and Maintenance.	
2	72 Rolls or 72,000 sides Overlay/Re-Transfer (1,000 sides per roll or higher) compatible with the proposed ID Card Printer	
3	48 Rolls or 36,000 images YMCKK Ribbons (750 images per roll or higher) compatible with the proposed ID Card Printer	

### SUBMITTED BY:

Signature: _	
Printed Name:	
Position:	,

Name of Company:	
Date:	

### {ATTACH COMPANY LETTERHEAD/LOGO}

# Bid Form for the Procurement of Goods [shall be submitted with the Bid]

[snau de sudmittea with the Bia]		
BID FORM		
Date : Project Identification No. :		
To: [name and address of Procuring Entity]		
Having examined the Philippine Bidding Documents (PBDs) inc Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is acknowledged, we, the undersigned, offer to [supply/deliver/perform] [descrip Goods] in conformity with the said PBDs for the sum of [total Bid amount in figures] or the total calculated bid price, as evaluated and corrected for computate and other bid modifications in accordance with the Price Schedules attached herewip part of this Bid. The total bid price includes the cost of all taxes, such as, but no [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules.	hereby duly otion of the words and ional errors, th and made t limited to: local taxes,	
If our Bid is accepted, we undertake:		
<ul> <li>a. to deliver the goods in accordance with the delivery schedule specified in th Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>	e Schedule of	
b. to provide a performance security in the form, amounts, and within the times properly.	escribed in the	
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain bind any time before the expiration of that period.	ling upon us at	
[Insert this paragraph if Foreign-Assisted Project with the Development P Commissions or gratuities, if any, paid or to be paid by us to agents relating and to contract execution if we are awarded the contract, are listed below:		
Name and address Amount and Purpose of of agentCurrencyCommission or gratuity		

(if none, state "None") ]

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

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

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

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

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

Name:
Legal capacity:
Signature:
Ouly authorized to sign the Bid for and behalf of:
Date:

# Other Bidding Forms

# (Annex "A")

Annex "A" Form 1	Statement of all On-going Contracts
Annex "A" Form 2	Statement of Single Largest Completed Contract
Annex "A" Form 3	Joint Resolution Form for JVA

# {ATTACH COMPANY LETTERHEAD/LOGO}

Statement of all ON-GOING government and private contracts within ten (10) years from the submission of bids, including contracts awarded but not yet started

Name of Company:\_\_

Name of Project:\_\_\_\_ Location of Project:\_\_

Address of Company:									
	a. Owner's Name		Contractor's Role	Role		a. Date Awarded	Accomplishment	lishment	
Name of Contract	b. Address c. Telephone No.	Nature of Work Description	Description	%	Contract Amount at Award	<ul><li>b. Date of Contract</li><li>c. Contract Duration</li><li>d. Date Started</li><li>e. Date Completed</li></ul>	Planned	Actual	Values of Outstanding Works
Government									
Private									
							Total value of outstanding works	alue of ng works	
Submitted by:	(Print Name & Signature)	ture)							
Designation:									
Date:									

# {ATTACH COMPANY LETTERHEAD/LOGO}

Statement of single largest COMPLETED contract similar to the contract to be bid

	a. Owner's Name		Contractor's Role	e		a. Date Awarded
Name of Contract	b. Address c. Telephone No.	Nature of Work	Description	%	Contract Amount at Award	b. Date of Contract c. Contract Duration d. Date Started
Submitted by:						
•	(Print Name & Signature)	lature)				
Designation:						
Date:						

Name of Company:\_\_\_Address of Company:\_

Name of Project: \_\_\_\_ Location of Project: \_

### JOINT RESOLUTION Whereas, (Bidder / Name of Particular JV Partner), duly organized and existing under the Laws of the office address with represented herein by its \_\_\_\_\_\_, (Name of Particular JV Partner), existing duly organized and under the Laws of the with main office address at \_\_\_\_\_, represented by herein by \_\_\_\_, have entered into a Joint Venture (JV) Agreement to undertake the following project / contract: ( Name of Project / Contract ) Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows: 1. To appoint as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement: 2. That, the parties agreed to make \_\_\_\_\_\_( Name of Particular Lead Partner ) as the Lead Partner of the Joint Venture and (Name of Authorized Officer ) \_\_\_\_\_ as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation. \_\_\_\_\_\_ is fully authorized and empowered to sign any or all documents pertaining to the above stated project / contract in the name of the Joint Venture. 3. That the parties agree to be jointly and severally liable for their participation in the

That the terms of the JV Agreement entered into the parties shall be valid and is coterminus with the final completion and turnover of the <u>Name of Contract / Project</u> to the agency of the government, which in this case, the (Name of Procurement Entity

Eligibility Check, Bidding and Undertaking of the said contract.

4.

);

Name of Bidder ( Lead Partner )	Name of Bidder ( Member Partner )
By:	By:
Signature & Name of Managing Officer	Signature & Name of Authorized Authorized Representative
Designation / Position	Designation / Position
Name of Bidder ( Member Partner )	Name of Bidder ( Member Partner )
By:	By:
By: Signature & Name of Managing Officer	Signature & Name of Authorized Authorized Representative
Designation / Position	Designation / Position
GLOVED IN THE	E PRESENCE OF:

# ACKNOWLEDGEMENT

REPUBLIC OF CITY OF				
BEFORE ME, a this day	Notary Pu	ıblic, for a	and in the City of 20 personally appe	, Philippines, eared the following persons:
NAME		Com	munity Cert. No.	Date / Place of Issue
Panracanting	to.	he	the	of
Representing	ιο	De	and	of
and deed as well considerations the This Instrumen	l as of the nerein set to consiste the tent is write	e corpora forth and s of TH ten and s	that they are duly authorities (3) pages inclin	ne is their free and voluntary act sent, for the uses, purposes, and orized to sign the same.  uding this page wherein this d their instrumental witnesses on
WITNESS MY above written.	HAND A	AND NO	TARIAL SEAL at the	e place and date hereinafter first
				NOTARY PUBLIC
Doc. No Book No Page No Series of				

# Other Bidding Forms

(Annex "B")

Annex "B" Form 1	Bid Securing Declaration
	Conformity with Technical Specification as stated in Section VII
	and Schedule of Requirements
Annex "B" Form 3	Omnibus Sworn Statement

### BID SECURING DECLARATION FORM

REPUBLIC OF THE PH	(ILIPPINES)
CITY OF	) <b>S.S.</b>
X	x

### **BID SECURING DECLARATION**

**Invitation to Bid:** [Insert Reference 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 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 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;
  - (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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]

Affiant

	Affiant
of execution], Philippines. Affiant/s is/are pe me through competent evidence of identity a (A.M. No. 02-8-13-SC). Affiant/s exhibit identification card used], with his/her photo	efore me this day of [month] [year] at [place rsonally known to me and was/were identified by as defined in the 2004 Rules on Notarial Practice ed to me his/her [insert type of government ograph and signature appearing thereon, with no. ficate No issued on at
	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]
Doc. No Page No Book No Series of	

# {ATTACH COMPANY LETTERHEAD/LOGO}

# **Technical Specifications**

Item	Specification	Statement of Compliance
	SUPPLY AND DELIVERY OF RE	
	TRANSFER I.D. CARD PRINTER WITH	
	YMCKK RIBBON AND TRANSFER FILM	
	CONSUMABLES	
	Items Description:	
1	Two (2) Units of Retransfer ID Card Printer	
	• Printing Density: 600 dpi x 600 dpi or higher	
	Printable Area: Edge to edge printing over the	
	card surface	
	• Print Speed: 28 sec/ single side or faster	
	: 56 sec / dual side or faster  • Card Size: Thickness 0.25mm ~ 1.00mm	
	• Card Size: Thickness 0.25mm ~ 1.00mm : Size 54mm x 85.6mm	
	• Interface: USB 2.0, Ethernet	
	Software Environment: Microsoft Windows 10	
	32bit/64bit	
	: Microsoft Windows 8	
	32bit/64bit	
	: Microsoft Windows	
	7	
	32bit/64bit	
	Has a laminator connection  Proposed Cond Prints are reset by a	
	Proposed Card Printer must be:	
	o compatible with the current	
	supply of Blank and Pre-Printed PVC Cards	
	o Capable of security features	
	(e.g. Hologram QR code, Barcode, Magnetic Stripe)	
	• Free Training on the use of the Card Printer	
	Free Installation	
	1 Year Warranty for Parts and Factory  Defect and Lifetime Warranty for Services.	
	Defect and Lifetime Warranty for Services and Maintenance	
2	72 Rolls or 72,000 sides Overlay/Re-Transfer	
2	(1,000 sides per roll or higher) compatible	
	with the proposed ID Card Printer	
	with the proposed in Card Filliter	

3	48 Rolls or 36,000 images YMCKK Ribbons (750 images per roll or higher) compatible with the proposed ID Card Printer	
	SUBMITTED BY:	
	Signature:	
	Printed Name:	
	Position:	
	Name of Company:	

Date: \_\_\_\_\_

# {ATTACH COMPANY LETTERHEAD/LOGO}

# **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	Unit	Delivered, Weeks/Months
1	SUPPLY AND DELIVERY OF RE			THIRTY (30)
1	TRANSFER I.D. CARD PRINTER			CALENDAR
	WITH YMCKK RIBBON AND			DAYS upon
	TRANSFER FILM CONSUMABLES			receipt of NTP
	Items Description:			
2	Two (2) Units of Retransfer ID Card			
	Printer			
	• Printing Density: 600 dpi x 600 dpi or			
	higher			
	Printable Area: Edge to edge printing over			
	the card surface			
	• Print Speed: 28 sec/ single side or faster			
	: 56 sec / dual side or faster			
	• Card Size: Thickness 0.25mm ~ 1.00mm			
	: Size 54mm x 85.6mm			
	<ul><li>Interface: USB 2.0, Ethernet</li><li>Software Environment: Microsoft</li></ul>			
	Windows 10			
	32bit/64bit			
	: Microsoft			THIRTY (30)
	Windows 8	2	units	CALENDAR
	32bit/64bit	_	annes	DAYS upon
	: Microsoft			receipt of NTP
	Windows 7			
	32bit/64bit			
	Has a laminator connection  Proposed Cond Printer asset has			
	Proposed Card Printer must be:			
	o compatible with the current			
	supply of Blank and Pre- Printed PVC Cards			
	<ul> <li>Capable of security features</li> <li>(e.g. Hologram QR code,</li> </ul>			
	Barcode, Magnetic Stripe)			
	• Free Training on the use of the Card Printer			
	Free Installation			
	• Free instanation			

	1 Year Warranty for Parts and Factory Defect and Lifetime Warranty for Services and Maintenance.			
3	72 Rolls or 72,000 sides Overlay/Re-			THIRTY (30)
	Transfer (1,000 sides per roll or higher)	72	Rolls	CALENDAR
	compatible with the proposed ID Card	12		DAYS upon
	Printer			receipt of NTP
4	48 Rolls or 36,000 images YMCKK		Rolls	THIRTY (30)
	Ribbons (750 images per roll or higher)	48		CALENDAR
	compatible with the proposed ID Card	40		DAYS upon
	Printer			receipt of NTP
	Total			

# SUBMITTED BY:

Signature:	
Position	
Date:	

### **Omnibus Sworn Statement**

REPUBLIC OF THE PHILIPPINES	)		
CITY/MUNICIPALITY OF	) ;	S.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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

	entity under an obligation involving the duty to
<del>-</del>	o the prejudice of the public and the government
the Revised Penal Code.	icle 315 of Act No. 3815 s. 1930, as amended, or
the Revised Fenal Code.	
IN WITNESS WHEREOF, I have he, Philippines.	reunto set my hand this day of, 20 at
	Bidder's Representative/Authorized Signatory
of execution], Philippines. Affiant/s is/are pme through competent evidence of identity (A.M. No. 02-8-13-SC). Affiant/s exhibidentification card used], with his/her photographs.	before me this day of [month] [year] at [place bersonally known to me and was/were identified by as defined in the 2004 Rules on Notarial Practice ited to me his/her [insert type of government tograph and signature appearing thereon, with no. ifficate No issued on at  day of [month] [year].
	NAME OF NOTARY PUBLIC
	Serial No. of Commission
	Notary Public for until
	Roll of Attorneys No
	PTR No[date issued], [place issued]
	IBP No [date issued], [place issued]
Doc. No	
Page No	
Book No Series of	

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

# Other Bidding Forms

# (Annex "C")

Annex "C"	Form 1	Bill of Quantities
Annex "C"	Form 2	Goods Offered From Abroad
Annex "C"	Form 3	Goods Offered From Within Philippines

# CAAP-BAC-SF Annex "C" Form 1

{ATTACH COMPANY LETTERHEAD/LOGO}

# **BILL OF QUANTITIES**

Project: SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES

Location: Civil Aviation Authority of the Philippines MIA corner Ninoy Aquino Avenue Road

Pasay City

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
I.	SUPPLY AND DELIVERY OF RETRANSFER ID CARD PRINTER WITH YMCKK RIBBON AND TRANSFER FILM CONSUMABLES				
	Retransfer ID Card Printer	2	Units		
	Overlay/Re-Transfer (1,000 sides per roll or higher) compatible with the proposed ID Card Printer	72	Rolls		
	YMCKK Ribbons (750 images per roll or higher) compatible with the proposed ID Card Printer	48	Rolls		
	Pesos Amount in Words				
	and				
	centavos				

		centavos			
,	ΓΟΤAL 1	BID AMOUNT (Php)		 	
-	TOTAL 1	BID AMOUNT IN WORDS	 	 	<u></u>

# SUBMITTED BY:

Signature:	
_	
Printed Name:	
Position:	
Name of Company:	
Date:	

# CAAP-BAC-SF Annex "C" Form 2

# {ATTACH COMPANY LETTERHEAD/LOGO}

## For Goods Offered from Abroad

N	Name of Bidder					Invitation to Bid <sup>2</sup> Number Page of				
				·						
1	2	3	4	5	6	7	8	9		
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)		
l										
N	ame:	1	1			1	1			
Le	egal Capac	ity:								
Si	gnature: _									
D	uly author	ized to si	ign the B	id for and behalf of	of:					

55

<sup>&</sup>lt;sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

# CAAP-BAC-SF Annex "C" Form 3

# {ATTACH COMPANY LETTERHEAD/LOGO}

# For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_\_. Invitation to Bid<sup>3</sup> Number \_. Page of \_\_\_\_.

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

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	

<sup>&</sup>lt;sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

# Class "A" Documents

Leg	<u>zal Do</u>	<u>ocuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
П	(b)	or Registration certificate from Securities and Exchange Commission (SEC),
ш	(0)	Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent
		document,
_		and
	(c)	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
		and
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
$T_{\alpha}$	chnice	al Documents
$\Box$	(e)	Statement of the prospective bidder of all its ongoing government
ш	(0)	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 (using the prescribed CAAP-BAC
		SF Annex "A" Form 1); and
	(f)	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; (using the prescribed
	(a)	CAAP-BAC SF Annex "A" Form 2); and Original copy of Bid Security. If in the form of a Surety Bond, submit also a
Ш	(g)	certification issued by the Insurance Commission;
		Original copy of Notorized Bid Securing Declaration: (using the prescribed
		Original copy of Notarized Bid Securing Declaration; (using the prescribed CAAP-BAC Annex "B" Form 1); and
П	(h)	Conformity with the Technical Specifications (using the prescribed CAAP-
_	(/	BAC Annex "B" Form 2), which may include production/delivery schedule,
		manpower requirements, and/or after-sales/parts, to include schedule of requirements if applicable,
		This shall include all of the following documents as attachment to the conformity with technical specifications:
		1. Schedule of Requirements;

		2. Brochure of the Card Printer;
		3. Distributorship certificate from the manufacturer appropriate to the product being offered (Apostilled Certificate if foreign manufacturer);
		4. Warranty Certificate
	(i)	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.
		This shall include all of the following documents as attachment to the Omnibus Sworn Statement:
		1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribed under the 2016 Revised Implementing Rules and Regulations (R-IRR) of RA 9184; and
		2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; and
		3. Bid Bulletins (if applicable).
Fin	ancia	! Documents
	(j)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <b>and</b>
	(k)	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
	(1)	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.

# II. FINANCIAL COMPONENT ENVELOPE

	(m)	Original of duly signed and accomplished Financial Bid Form; (CAAP BAC-
		SF Bid Form); and
	(n)	Original of duly signed and accomplished Bill of Quantities / Price
		Schedule(s); (CAAP-BAC-SF-ANNEX "C" Form 1); and
	(o)	Original of duly signed and accomplished forms for Goods offered from the
		Philippines (CAAP-BAC-SF-ANNEX "C" Form 3) and/or Abroad (CAAP-
		BAC-SF-ANNEX "C" Form 2).
Other documentary requirements under RA No. 9184 (as applicable)		
	(p)	[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.
_	( )	
Ш	(q)	Certification from the DTI if the Bidder claims preference as a Domestic
		Bidder or Domestic Entity.

