



Republic of the Philippines
NATIONAL PRINTING OFFICE

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Sixth Edition
July 2020

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	3
SECTION II. INSTRUCTIONS TO BIDDERS	7
SECTION III. BID DATA SHEET.....	15
SECTION IV. GENERAL CONDITIONS OF THE CONTRACT	17
SECTION V. SPECIAL CONDITIONS OF THE CONTRACT	20
SECTION VI. SCHEDULE OF REQUIREMENTS	26
SECTION VII. TECHNICAL SPECIFICATIONS	27
SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	28
SECTION IX. BIDDING FORMS	31

Section I. Invitation to Bid



INVITATION TO BID

Supply and Delivery of 1 Lot Various Consumables for Fuji Xerox Versant 180

1. The *National Printing Office*, through the **Revolving Fund 2022** intends to apply the sum of **₱1,533,850.00** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of *Supply & Delivery of 1 Lot Various Consumables for Fuji Xerox Versant 180*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Printing Office* now invites bids for the *Supply and Delivery of 1 Lot Various Consumables for Fuji Xerox Versant 180*:

Breakdown Cost:

Lot	Description	Unit Cost	Total Cost
1	a. 35 units Toner Cartridge - Black, CT202292	₱9,450.00/unit	₱330,750.00
	b. 26 units Toner Cartridge - Cyan CT202293	₱9,450.00/unit	₱245,700.00
	c. 26 units Toner Cartridge - Magenta CT202294	₱9,450.00/unit	₱245,700.00
	d. 26 units Toner Cartridge - Yellow CT202295	₱9,450.00/unit	₱245,700.00
	e. 30 units Waste Toner Container CWAA0663	₱2,200.00/unit	₱66,000.00
	f. 10 units Drum Cartridge CT351050	₱40,000.00/unit	₱400,000.00

Delivery of the Goods is required *as per P.O./Contract*. Bidders should have completed, within 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) 9184, otherwise known as the “Government Procurement Reform Act”.
4. Prospective bidders may obtain further information from *National Printing Office* 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 from date of posting to **July 19, 2022** 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 **₱5,000.00**.

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.

Participating Bidders who opt to attend the BAC activities online are required to submit to the BAC Secretariat, the name, designation and contact details (mobile no. and email account) of the authorized representative of their company, preferably one who has been duly designated or appointed by way of a Notarized Secretary’s Certificate, Special Power of Attorney (SPA) or Board/Partnership Resolution, whichever is applicable, from the day of posting of Bid Notice until at least two (2) days before the indicated date of the herein Pre-Bid and Opening of Bids for said project/contract. Moreover, only one account or authorized representative from participating bidder shall be granted access in the videoconferencing proceedings. Likewise, only one (1) representative per Bidder shall be allowed entry within the NPO premises, in view of the stringent safety and health protocols being implemented by the NPO management.

6. The *National Printing Office* will hold a Pre-Bid Conference on **July 5, 2022, 9:30 a.m.** at John Sylvannus Leech Training Room, 3rd floor of NPO Building which shall be open to prospective bidders and *can be attended as well through videoconferencing via Zoom. The link of which shall be provided on the date of said conference.*
7. Bids must be duly received by the BAC Secretariat at the address below on or before **July 19, 2022, 9:30 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 **July 19, 2022** immediately upon submission of bids at John Sylvannus Leech Training Room, 3rd Floor. Bids will be opened in the presence of the

bidders' representatives who choose to attend at the address below, but *one who has been duly designated or appointed by way of a Notarized Secretary's Certificate, Special Power of Attorney (SPA) or Board/Partnership Resolution*, whichever is applicable. *Bidders may also choose to attend online through Zoom, the link of which shall be provided on the date of said bid opening. Late bids shall not be accepted.*

10. The *National Printing Office* 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.

11. For further information, please refer to:

BAC SECRETARIAT

National Printing Office

Edsa corner NIA North Road,

Diliman, Quezon City

Landline: 8925-2192 / Mobile: 0917-8155170

Email: npo.bacsecretariat@gmail.com

ENGR. NEIL L. MACARAEG
BAC Chairman

Section II. Instructions to Bidders

1. **Scope of Bid**

The *National Printing Office* wishes to receive Bids for the supply and delivery of the Goods as described in Section VII (Technical Specifications).

The name, identification, and number of lots specific to this bidding are provided in the **BDS**.

2. **Funding Information**

2.1 The GOP through the Revolving Fund for CY2022 in the amount of ***₱1,533,850.00***.

2.2 The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

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 the Project, including other factors that may be affected the cost, duration and execution or implementation of the contract, project, or work 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 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. b. 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 PI, must be equivalent to:
 - b. For the Procurement of Expendable Supplies. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty five percent 25% of the ABC for this Project.
- 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 Secretary Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under Clause 18.

7. Subcontracts

- 7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within 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 the **BDS**.
- (b) For Goods offered from abroad:
- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **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 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 stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

14.2. The Bid and bid security shall be valid for the period specified in the **BDS**. 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

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

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 Bidder's representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise 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 Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following 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 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:

One Project having several items 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and Delivery of Fuji Machine Consumables. b. Completed within five (5) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The Bid Security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than ₱30,677.00, if bid security is in cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than, ₱76,692.50, if bid security is in Surety Bond.
19.3	1 Lot Various Consumables for Fuji Xerox Versant 180
20.1	No further instructions
21.1	No further instructions

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 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 the 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.

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 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**, and 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

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

6.2. 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	<p><i>Scope of the Contract:</i></p> <p><i>The Goods shall be made and delivered by the Supplier in accordance with the terms specified in Section VI – Schedule of Requirements.</i></p> <p>Delivery and Documents –</p> <p>The delivery terms applicable to the Contract are delivered to the National Printing Office.</p> <p>For the purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP”, “DDP” and other 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:</p> <p><i>For Goods supplied from abroad, state: ”The delivery terms applicable to this Contract are delivered to National Printing Office. In accordance with INCOTERMS”.</i></p> <p><i>For Goods supplied from within the Philippines, state: “The delivery terms applicable to this Contract are delivered to National Printing Office. Risk and title will pass from the Supplier to the procuring Entity upon receipt and final acceptance of the Goods at their final destination”.</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at Project Site is End-User/Inspectorate Team.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>(a) performance or supervision of on-site assembly and/or start-up</p>

	<p>of the supplied Goods;</p> <ul style="list-style-type: none"> (b) furnishing of tools required for assembly and/or maintenance of the 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. (f) [<i>Specify additional incidental service requirements, as needed</i>] <p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. 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 b. In the event of termination of production of the spare parts: <ul style="list-style-type: none"> 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
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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 [*insert appropriate time period*] 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.
2.1	<i>No further instructions</i>
4	<i>The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests].</i>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of the delivery to the National Printing Office.

Lot Number	Description	Quantity	Total	Delivered Weeks/Months
1	a. Toner Cartridge - Black, CT202292	35 units	35 units	Within fifteen [15] calendar days upon receipt of Purchase Order.
	b. Toner Cartridge - Cyan CT202293	26 units	26 units	
	c. Toner Cartridge - Magenta CT202294	26 units	26 units	
	d. Toner Cartridge - Yellow CT202295	26 units	26 units	
	e. Waste Toner Container CWAA0663	30 units	30 units	
	f. Drum Cartridge CT351050	10 units	10 units	

Terms of Payment:

- Payment shall be in accordance with the delivery schedule after the inspection and acceptance of the delivery.

Warranty:

- Replacement of defective goods is within five (5) working days upon proper notification by NPO.

Name of Company/Bidder

Signature Over Printed Name

Section VII. Technical Specifications

Lot	Specifications	Statement of Compliance (COMPLY/NOT COMPLY)
1	a. 35 units Toner Cartridge - Black, CT202292 b. 26 units Toner Cartridge - Cyan CT202293 c. 26 units Toner Cartridge - Magenta CT202294 d. 26 units Toner Cartridge - Yellow CT202295 e. 30 units Waste Toner Container CWAA0663 f. 10 units Drum Cartridge CT351050	
	<p>OTHER REQUIREMENTS:</p> <p>The Bidder with the Lowest Calculated Bid/Single Calculated Bid shall submit copies of Contract/P.O./NTP/NOA/Letter of Extension, when applicable, that which is duly signed by the same individual whose name and signature appears on the original contract or his/her authorized representative, but with a corresponding letter of authority designating the sanctioned/endorsed signatory of project/s stated in the “Statement of All On-Going Projects including those awarded but not yet started”, together with the following post-qualification documents:</p> <ol style="list-style-type: none"> 1. Valid SEC Registration or DTI Registration 2. By-Laws 3. Articles of Incorporation/Amended 4. General Information Sheet (GIS) 5. Valid Mayor’s Permit 6. Updated & Renewed Tax Clearance 7. Latest Income & Business Tax Returns with eFPS 	

Name of Company/Bidder

Signature Over Printed Name

Section VIII.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS registration Certificate (Platinum Membership) (all pages).
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), 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 of municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive 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).

Technical Documents

- (e) 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**
- (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; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after sales parts, if applicable; **and**
- (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.

Financial 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; **and**
- (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

- (l) 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)

- (m)[*For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos*] Certification from relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form; **and**
- (p) Original of duly signed and accomplished Price Schedule(s).

Section IX. Bidding Forms

TABLE OF CONTENTS

Bid Form	33
Statement of All On-Going Government and Private Contracts Including Contracts Awarded but not yet Started	36
Statement of Single Largest Completed Contract which is Similar In Nature	38
Computation of Net Financial Contracting Capacity (NFCC)	39
For Goods Offered from Abroad Format ,.....	40
For Goods Offered from Within the Philippines Format	41
Omnibus Sworn Statement	42
Bid Securing Declaration Form	45
Performance Securing Declaration Form	47



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] procurement for the Supply & Delivery of 1 LOT VARIOUS CONSUMABLES FOR FUJI XEROX VERSANT 180:*

Lot	Specifications	Bid Price	Total
1	a. 35 units Toner Cartridge - Black, CT202292 b. 26 units Toner Cartridge - Cyan CT202293 c. 26 units Toner Cartridge - Magenta CT202294 d. 26 units Toner Cartridge - Yellow CT202295 e. 30 units Waste Toner Container CWAA0663 f. 10 units Drum Cartridge CT351050		

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: _____

**Statement of All On-Going Government and Private Contracts Including
Contracts Awarded but not yet Started**

Business Name: _____

Business Address: _____

Name of Client	Date of Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government:</u>				
<u>Private:</u>				

Total Amount: ₱ _____

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to July 19, 2022.
2. If there is no ongoing contract including awarded but not yet stated as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is Similar in Nature
(Indicate only one)

Business Name: _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End-User's Acceptance with a rating of at least Satisfactory or Official Receipt(s) or Sales Invoice Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

1. Cut-off date is July 19, 2022.
2. Similar contract shall refer to *Supply & Delivery of Fuji Machine Consumables*.

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

The Net Financial Contracting Capacity (NFCC) is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

Where K = 15

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted by:

Name of the Supplier/Bidder

Name and Signature of Authorized Representative

For Goods Offered From Abroad

Name of Bidder: _____

Address of Bidder: _____

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 of place or destination)	Total CIF or CIP price per item	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP

Submitted by:

Name of the Supplier/Bidder

Name and Signature of Authorized Representative

For Goods Offered From Within the Philippines

Name of Bidder: _____

Address of Bidder: _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit price EXW	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	Total Price delivered Final Destination

Submitted by:

Name of the Supplier/Bidder

Name and Signature of Authorized Representative

Omnibus Sworn Statement

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]

BID SECURING DECLARATION FORM

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

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 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;

- (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

JURAT

PERFORMANCE SECURING DECLARATION FORM

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

PERFORMANCE 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, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines.

[Select one of the two following paragraphs and delete the other]

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no. _____ issued on _____ at _____. Witness my hand and seal this ___ day of *[month]* *[year]*.

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

Doc. No. ____
Page No. ____
Book No. ____
Series of ____