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Procurement of GOODS

**Procurement of Services of a Private Security Printer for
the Printing, Packaging and Delivery of Test Materials
for the CY 2021 Civil Service Examinations**

**Project ID No. 2021-05
PR No. 2021-08-0285**

**Sixth Edition
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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.

EXW – 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



Constitution Hills, Batasang Pambansa Complex
Diliman 1126 Quezon City, Philippines

**INVITATION TO BID FOR
Procurement of Services of a Private Security Printer for the
Printing, Packaging and Delivery of Test Materials
for the CY 2021 Civil Service Examinations**

1. The Civil Service Commission – Central Office through the Fiscal Autonomy Trust Receipt Fund of CY 2021 intends to apply the sum of **Two Million Nine Hundred Twenty-Eight Thousand Thirty-Three Pesos and Ninety Centavos (PHP2,928,033.90)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Services of a Private Security Printer for the Printing, Packaging and Delivery of Test Materials for the CY 2021 Civil Service Examinations** under Project Identification Number 2021-05. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Service Commission – Central Office now invites bids for the above Procurement Project. Delivery of the Services is required within One (1) month as specified in the requirement. 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) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the Civil Service Commission – Central Office, through the CSC-BAC/Secretariat and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.

Due to the implementation of strict quarantine protocols in the National Capital Region, Prospective Bidders are advised to coordinate first with the BAC Secretariat to schedule an appointment before conducting a visit.

5. A complete set of Bidding Documents may be acquired by interested Bidders from August 23, 2021 and onwards from the given address and website(s) below and upon payment of applicable **fee for the Bidding Documents**, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PHP5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through a copy of Official Receipt (OR) to be presented by the Authorized Representative.
6. The Civil Service Commission – Central Office will hold a **Pre-Bid Conference on August 25, 2021 at 10:00 a.m. through videoconferencing** using Microsoft Teams as platform and shall be open to prospective bidders. Below is the invitation link to the pre-bid conference:

Link here: <https://bit.ly/Bidding-2021-0825>

7. Bids must be duly received by the BAC Secretariat through **online or electronic submission** at the email address indicated below on or before **September 9, 2021 at 9:30 a.m.** Late bids shall not be accepted.

Submission and opening of bids will be done pursuant to the guidelines set forth in GPPB Resolution No. 09-2020 and GPPB Resolution No. 12-2020. Bidders are requested to submit manually the original documents (hardcopy) which shall serve as reference of the BAC on or before September 9, 2021 at 9:30 a.m. in the address indicated below.

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 **September 9, 2021 at 10:15 a.m.** through videoconferencing via Microsoft Teams using an invitation link below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Link here: <https://bit.ly/2021-0909A-Bidding>

10. Representative(s) of prospective bidders must present an Authorization Letter from their company and must have a valid Identification Card (Company ID or any Government-issued ID).
11. The Civil Service Commission – Central 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

CSC-CO BAC Secretariat
Civil Service Commission – Central Office
IBP Road, Constitution Hills, Quezon City

Trunkline No. (02) 8931-7935 or 39, local 508
Direct Line: (02) 8931-7984; Fax No. 8931-8029
Email Address: csc.ofam.pmd@gmail.com

13. You may visit the following website for downloading of Bidding Documents.

www.csc.gov.ph/procurement or www.philgeps.gov.ph

August 12, 2021

(Original Signed)
ATTY. ARIEL G. RONQUILLO
*CSC Assistant Commissioner and
Chairperson, Bids and Awards Committee*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the **Procurement of Services of a Private Security Printer for the Printing, Packaging and Delivery of Test Materials for the CY 2021 Civil Service Examinations** with Project ID No. 2021-05.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of PHP2,928,033.90
- 2.2. The source of funding is the Fiscal Autonomy Trust Receipt Fund.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request 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.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until the December 9, 2021. 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

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

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. Provision of Services of a Security Printer b. Completed in the 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 in Quezon City 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 PHP58,560.68, 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 PHP146,401.69, if bid security is in Surety Bond.
15	Bidders are requested to submit manually original bid documents (hardcopy) on or before September 9, 2021 at 9:30 a.m. at Civil Service Commission – Central Office, IBP Road, Constitution Hills, Quezon City.
19.3	The Project shall be awarded in one Contract.
20.2	<p>For purposes of Post-Qualification Evaluation, the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion. 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). 3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids. <p>In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>

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 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	<p>Delivery and Documents –</p> <p>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:</p> <p>The delivery terms applicable to this Contract are delivered to Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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 the Project Site is Mr. Marciano Vivas.</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> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. 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 <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>Packaging –</p> <p>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.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly</p>

	<p>provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p>
	<p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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.</p>
	<p>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.</p>

	<p>Intellectual Property Rights –</p> <p>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.</p>
2.2	The terms of payment shall be made within Fifteen (15) Working Days upon completion of the deliverables by the supplier.
4	No further instruction.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>Procurement of Services of a Private Security Printer for the Printing, Packaging and Delivery of Test Materials for the CY 2021 Civil Service Examinations</p> <p>Test Booklets (TBs): All types of TBs – 93,300 pieces</p> <p>Answer Sheets (AS): All types of AS – 93,000 pieces</p>	1 lot	186,600 pieces	As per printing schedule and upon issuance of Notice to Proceed.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance																																				
	A. PRINTING, PACKAGING AND DELIVERY																																					
	1. Schedule of Examination:																																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Date of Exam</th> <th style="width: 20%;">Exam Type</th> <th style="width: 10%;">No. of Pages</th> <th style="width: 10%;">Qty</th> <th style="width: 10%;">Sub Total</th> <th style="width: 15%;">Estimated Duration of Security Printing</th> <th style="width: 10%;">Delivery Date</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="text-align: center;">October 10, 2021</td> <td>Fire Officer Examination (FOE)</td> <td style="text-align: center;">40</td> <td style="text-align: center;">39,300</td> <td rowspan="3" style="text-align: center;">53,300</td> <td rowspan="3" style="text-align: center;">12-14 calendar days before the examination</td> <td rowspan="3" style="text-align: center;">9 - 10 calendar days before the examination</td> </tr> <tr> <td>Penology Officer Examination (POE)</td> <td style="text-align: center;">40</td> <td style="text-align: center;">8,600</td> </tr> <tr> <td>Basic Competency for Local Treasurer Examination (BCLTE)</td> <td style="text-align: center;">52</td> <td style="text-align: center;">5,400</td> </tr> <tr> <td rowspan="2" style="text-align: center;">November 7, 2021</td> <td>CSE-PPT Professional</td> <td style="text-align: center;">40</td> <td rowspan="2" style="text-align: center;">40,000</td> <td rowspan="2" style="text-align: center;">40,000</td> <td rowspan="2" style="text-align: center;">10-12 calendar days before the examination</td> <td rowspan="2" style="text-align: center;">9 - 10 calendar days before the examination</td> </tr> <tr> <td>CSE-PPT SubProfessional</td> <td style="text-align: center;">32</td> </tr> <tr> <td colspan="4" style="text-align: center;">TOTAL</td> <td style="text-align: center;">93,300</td> <td></td> <td></td> </tr> </tbody> </table>	Date of Exam	Exam Type	No. of Pages	Qty	Sub Total	Estimated Duration of Security Printing	Delivery Date	October 10, 2021	Fire Officer Examination (FOE)	40	39,300	53,300	12-14 calendar days before the examination	9 - 10 calendar days before the examination	Penology Officer Examination (POE)	40	8,600	Basic Competency for Local Treasurer Examination (BCLTE)	52	5,400	November 7, 2021	CSE-PPT Professional	40	40,000	40,000	10-12 calendar days before the examination	9 - 10 calendar days before the examination	CSE-PPT SubProfessional	32	TOTAL				93,300			
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	2. TECHNICAL SPECIFICATIONS FOR THE PRINTING AND PACKAGING OF TEST BOOKLETS (TBs) and ANSWER SHEETS (ASs)																																					
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4. Paper Stock	52 gsm, Good Quality (Class-A) Newsprint
5. Print	Color-coded text for front and back cover (<i>Green, Purple, Magenta</i>); Black text for the inner pages of TBs
6. Binding	2-Wire Saddle Stitch
7. Numbering	Consecutive serial number* placed/stamped at the back cover of the test booklet for accounting purposes.
8. Printing Process	Web Offset Printing
9. Packaging	TBs should be packed by 12 booklets according to serial numbers in ascending order, placed inside the clear plastic bags with size of at least 38.0 cm x 28.0 cm. The plastic bags should be labelled with the corresponding range of the serial numbers and properly sealed. The TBs together with the AS shall be packed in a double-ply plain corrugated boxes, properly sealed on all edges by a good quality colored packaging tapes, properly labelled, wrapped in stretch film with at least two (2) layers on all sides, tied securely by polypropylene strap using box strapping machine, and manually tied with heavy duty/for commercial use, color coded plastic twine.
10. Total Estimated Number of TBs	FOE, POE, BCLTE, and CSEPPT = 93,300

**Serial numbers should be placed/stamped at the back of every test booklets after passing the quality control stage.*

2.2 Answer Sheets

1. Paper Color	Plain white and Powder Blue
2. Paper Size	21.59cm x 33.02cm (8.5in x 13in) custom size paper
3. Printing Size	Depending on AS design to be provided by the CSC
4. Paper Stock	150 gsm, good quality copy paper
5. Number of Sheet	Single sheet/Single side printing
6. Print	Black text
7. Numbering	Consecutive 7-digit serial number in ascending order printed on left upper portion of AS.
8. Printing Process	Web Offset Printing
9. Printing	Before mass printing of AS for the first 5,000, next 15,000 and next 25,000 sheets, the private security printer shall submit to the CSC authorized representative at least ten (10) sheets each of the shaded white AS for test scan and approval.
10. Packaging	AS should be quality controlled prior to the sealing and packaging. Packed by 12 sheets according to serial numbers in ascending order

		placed inside clear plastic bags with size of at least 38.0cm x 23.0cm. The plastic bags should be properly labelled with the corresponding range of serial numbers.	
	11. Total Estimated Number of AS	FOE, POE, BCLTE, and CSE-PPT = 93,300	
<p>B. Other Specifications/Requirements</p> <p>1. Security Printer’s Location</p> <p>For accessibility, the private security printer should be located within a 50-kilometer radius from the CSC-Central Office, IBP Road, Constitution Hills, 1126 Quezon City.</p> <p>2. Printing Machine/s and other Equipment¹</p> <p>The private security printer should have major machines, equipment, and computers with the following:</p> <p>2.1 Software or system for the lay-out and design of PDF file of CSC into Test Booklet (TB) and Answer Sheet (AS);</p> <p>2.2 Stand-alone Computer-To-Plate (CTP) imaging software for the preparation of printing plates;</p> <p>2.3 Web Offset Printing Machine/s for the printing of AS with sequential 7-digit serial numbers, and with an output of 85 sheets of AS per minute;</p> <p>2.4 Web Offset Printing Machine/s (2-colors) for the printing of TBs with a combined output of 85 complete set of printed TBs per minute;</p> <p>2.5 Collating/Gathering Machine/s for the gathering of up to 13 sheets of 52 gsm paper, depending on the examination type;</p> <p>2.6 Folding Machine/s for the folding of up to 13 sheets of 52 gsm paper, depending on the examination type;</p> <p>2.7 2-wire Saddle Stitching Machine/s for the stitching of up to 13 sheets of 52 gsm paper, depending on the examination type;</p>			

¹ The bidders have to indicate in the bidding documents the complete specifications (e.g. model, capacity, etc.) of the machines, equipment, system and software to be used in the production.

- 2.8 Trimming Machine/s for the trimming of edges of up to 13 sheets of 52 gsm paper test booklets, depending on the examination type;
- 2.9 Sticker printing machine for the following:
- ✓ sequential serial number of TBs (manually placed/stamped at the back of the TBs);
 - ✓ labels for the range of packages of TBs and AS; and
 - ✓ project name;
- 2.10 Plastic sealing machine for the sealing of 12 pieces of TBs and AS separately;
- 2.11 Box Strapping Machine/s for the strapping of boxes;
- 2.12 Heavy-duty shredding machine/s for the continuous loading and shredding of up to three (3) or more spoiled complete set of test booklets and other confidential materials, running continuously for one (1) hour;
- 2.13 Closed Circuit Television (CCTV) system installed in all working areas and shall be controlled by the CSC security printing staff;

3. Printing and Other Areas for the Production

The private security printer should have the following facilities to house the abovementioned machine/s and equipment and other areas to be used in the production:

- 3.1 Printing area that is fully secured, well lighted, and with air-conditioning unit;
- 3.2 Printing area that is enclosed with an appropriate opaque walls that no persons from outside can see or observe the activities in the area;
- 3.3 Post printing area that is also enclosed with an appropriate opaque walls that no persons from outside can see or observe the activities in the area;
- 3.4 Stand-by/storage area of confidential materials which is also enclosed and secured that can accommodate 300 to 400 boxes of examination materials;
- 3.5 Loading area which is also enclosed and secured that can accommodate 300 to 400 boxes of examination materials

per delivery schedule, and no unauthorized personnel can observe the loading to its designated delivery vehicle;

- 3.6 Working area of CSC security printing staff which is also enclosed and secured and should be located within the post printing area;
- 3.7 All areas used in the pre-printing, printing, post printing of examination materials should be in **total quarantine**² within the production period until such time that the activity in the area have been cleared from all confidential materials and the issuance of appropriate clearance is required prior to its turn over to the management;

4. Printing Staff Tasks and Other Assignments

The private security printer should have:

- 4.1 Human Resources who can demonstrate knowledge in the lay-out and design of files in test booklet form, and in converting the PDF file of CSC TBs and AS into suitable CTP file in preparation for the printing as well as the shredding of soft files;
- 4.2 Human Resource to act as overall supervisor for the supervision of day-to-day flow of work of each staff of the private security printer, as well as in charge in the checking and validation of quantity/number of confidential materials to be delivered vis-à-vis the materials distribution guide prior to the sealing of boxes;
- 4.3 A minimum of eight (8) to a maximum of fifteen (15) human resources (HRs) or regular employees, depending on the quantity of materials to be printed, including the machine operators who can operate, troubleshoot, and do minor repair on machine/s, equipment assigned to them, as shown below:

² Areas to be used in the pre-printing, printing and post-printing should be free from other activities during production of materials in preparation for every examination.

No. of Test Materials to be Printed	Printing Plant Human Resources (HRs)	Composition No. of Human Resources (HRs)
below 75,000 (small scale)	HRs in-charge in the activities outside the restricted area (layout, plating, test run/scan printing, and printing of labels and answer sheets)	at least one (1) HR for each activity
	HRs who will be on live-in security printing	8 HRs– 15 HRs

5. Supplies, Materials and Other Office Equipment

The private security printer should have the following printing facilities/supplies and materials:

- 5.1 Office/Conference table/s suitable for administrative works of 3-4 CSC staff involved in the quarantine, computer chairs, stand-alone computers and printer (with complete printer consumables enough for the duration of the quarantine), placed and installed inside the CSC working area;
- 5.2 Various office supplies, color-coded (4-colors) A4 copy paper (1 ream each), ballpens, pencils, markers, ruler, cutter, scissors, 2-inch packaging tape (clear, brown, red, blue & green), 1 inch clear tape, A4 size, legal size envelopes (expanding and ordinary), disinfection materials, alcohol, among others;
- 5.3 Wireless telephone that can be carried within the security printing area for exclusive use of security printing staff to coordinate operations with the CSC-ERPO. The telephone should not have an extension unit;
- 5.4 Fire extinguishers shall be available in all strategic places including areas not involved in the security printing;
- 5.5 Personal protective equipment to be worn by the printing staff at all times to minimize exposure to a variety of hazards which include items such as face masks, face shields, gloves, foot and eye protection, protective hearing devices (earplugs, muffs), among others.

6. Delivery of Test Materials

The private security printer, for the delivery of test materials, shall provide the following vehicles³:

- 6.1 Enclosed delivery vehicle/s with an appropriate engine displacement that can accommodate and carry up to 150 (approximately 4.6 cubic meters; 1,980 kgs.) boxes of examination materials each with assigned drivers and helpers for the simultaneous delivery of test materials, for air transportation, from the printing plant to the three (3) domestic terminals of NAIA (T2, T3, T4), Clark Airport, and other airports, on first day of delivery;
- 6.2 Enclosed delivery vehicle/s with an appropriate engine displacement that can accommodate and carry up to 150 (approximately 4.6 cubic meters; 1,980 kgs.) boxes of examination materials each with assigned drivers and helpers for the simultaneous delivery of test materials, for air transportation, from the printing plant to the three (3) domestic terminals of NAIA (T2, T3, T4), Clark Airport, and other airports, on second day of delivery;
- 6.3 Enclosed delivery vehicles with an appropriate engine displacement that can accommodate and carry 30 to 40 (approximately 0.93 to 1.24 cubic meters; 400 to 500 kgs.) boxes each of examination materials, with assigned drivers only for the simultaneous delivery of test materials to the following CSC Regional Offices: CSC RO I, San Fernando City, La Union; CSC-CAR, Baguio City; CSC RO III, City of San Fernando, Pampanga, on third day of delivery;
- 6.4 If circumstances require, the security printer should also provide an enclosed delivery vehicle with an appropriate engine displacement that can accommodate and carry up to 20 (approximately 0.62 cubic meters and 260 kgs.) boxes with assigned driver and driver-alternate to CSC RO II, Brgy. San Gabriel, Tuguegarao City, Cagayan Province;
- 6.5 Enclosed delivery vehicles with an appropriate engine displacement that can accommodate and carry 30 to 40 (approximately 0.93 to 1.24 cubic meters; 400 to 500 kgs.) boxes each of examination materials, with assigned drivers and helpers for the simultaneous delivery of test materials

³ The private security printer shall submit a list of owned and/or rented vehicles intended to be used for the delivery of test materials. In case of rented vehicles, the private security printer shall also include the corresponding Contract of Lease.

to CSC RO IV, Panay Avenue, Quezon City; CSC-NCR, Kaliraya St., Doña Josefa, Quezon City; and CSC-CO, IBP Road, Constitution Hills, Quezon City, on fourth day of delivery;

- 6.6 The delivery vehicles should have **NO** printed logo or name of the company. The drivers, driver alternate and helpers who will be assigned in the delivery of confidential materials should not wear office uniform that may identify the security printing company. The printer should ensure compliance with traffic regulations such as the number coding requirement and truck ban, hence, request for exemption from the number coding scheme and truck ban from the Metro Manila Development Authority (MMDA) should be secured by the private security printer;

The Private Security Printer shall also provide payment for the following:

- ✓ Freight charges for air transportation;
- ✓ Toll fees for the land transportation; and
- ✓ Other incidental expenses in the delivery of test materials.

7. Other Printing Facilities, Security, Health Protocol, Health and Wellness of CSC Staff and Security Printing Staff Involved in the Quarantine

For security, health and wellness of the CSC and security printing staff, the private security printer shall be required to provide the following during the quarantine period:

- 7.1 For security of CSC Staff involved in the quarantine, a vehicle should be provided to transport the CSC staff from the CSC-CO to the printing plant at the start of the quarantine period and from the printing plant to the CSC-CO on examination day/end of the quarantine period;
- 7.2 Negative swab test results and quarantine facility (inside the bubble for 14 days) for their printing staff who will be involved in the security printing prior to the start of security printing period;
- 7.3 Sleeping quarters for all the CSC and security printing staff with beds and complete beddings with regular schedule of disinfection of the areas to maintain a healthy facility and

prevent the spread of contaminants that may affect the health of those involved in the security printing;

- 7.4 Adequate number of toilet and bathroom to accommodate the CSC and security printing staff in their personal hygiene. Complete toiletries should also be provided individually and with provision for replenishment, upon request, for the duration of the quarantine period;
- 7.5 A separate kitchen/dining area, dining utensils, and other amenities, where all the CSC and printing staff involved in the quarantine will take their meals to avoid the unpleasant smell of chemicals used in the printing;
- 7.6 Good quality, healthy food and drinks for both the CSC and security printing staff during the entire quarantine period, which includes three (3) meals (breakfast, lunch and dinner) and three (3) snacks (morning, afternoon and evening);
- 7.7 Laundry area with provision of laundry supplies, and hangers for the staff (CSC and security printing staff) who will do their laundry at the end of each working day during the quarantine period;
- 7.8 Uninterrupted water supply in toilets, bathrooms, laundry area, and lavatories;
- 7.9 First aid kit and other basic medicines for minor ailments such as stomach-ache, headache, cough, colds, flu, etc.;
- 7.10 On-call doctor or nurse who will attend to emergency health/medical concerns of CSC and security printing staff.
- 7.11 In case of power outage, the private security printer should ensure to mobilize all its resources to finish the printing jobs and deliver the required quantity of confidential materials within the given timeframe and without sacrificing the security and integrity of test materials.

8. Security Measures During and After Security Printing Period

The private security printer shall comply with the following security measures/ requirements to safeguard the integrity of civil service examinations:

- 8.1 All designated areas for the printing, packaging of civil service examination materials should be exclusively used by the CSC. As such, no other printing jobs should be accepted or accommodated during the CSC's security printing schedule. The private security printer should not allow any ocular inspection of the premises on quarantine by prospective clients during the quarantine period;
- 8.2 The security printer shall provide 24-hour security system, attended to by at least three (3) security guards who shall cover the entire area of the printing plant, but not inside the working areas and other designated areas, with additional security guards to be posted during the maximum risk period at the start of post-printing activities and packaging of test materials; and
- 8.3 Conduct of post-evaluation between CSC and Security Printer Management two (2) weeks after the conduct of the examination or upon consolidation of reports from the CSCROs relative to the issues arising from the printing and packaging of test materials.

9. Other provisions of the Contract to be Entered into by and between the CSC and the Private Security Printer

The following shall also form part of the provisions of the contract:

- 9.1 The duration of the contract is for one (1) calendar year, subject to the performance evaluation of the private security printer by the CSC;
- 9.2 The private security printer shall provide the CSC with the list of their previous engagement/s, contract and/or printing services with the private entity or government agency with certification as applicable as proof of their capability and expertise in providing similar services;
- 9.3 The private security printer shall provide the CSC with the Work Plan indicating the schedule of printing activities and work hours of the printing staff. The work hours should not exceed 12 hours in a day.
- 9.4 The private security printer shall post a performance bond prior to the signing of the contract in the form of cash and an amount stipulated under the 2016 Revised IRR of RA 9184 and shall shoulder the Notarization fee of the contract;

	<p>9.5 In the event of changes/cancellation in the schedule of Civil Service Examinations, the CSC shall be given 7 working days after the issuance of CSC Resolution on the changes/cancellation of examination schedule to notify the private security printer on the matter;</p> <p>9.6 The private security printer shall also print the test materials for the Civil Service Examinations, schedules of which were cancelled and rescheduled on a later date, subject to the same cost per unit as provided under this Technical Specifications;</p> <p>The private security printer shall be responsible for providing medical intervention (i.e request for ambulance) for CSC and Private Security Printing employees who met an accident during the quarantine period.</p>	
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***Section VIII. Checklist of Technical and
Financial Documents***

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 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).

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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

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

Bid Form

Date: _____

Project Identification No.: _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation 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: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

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

[Jurat]

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

**Statement of All On-Going Government and Private Contracts,
Including Contracts Awarded but Not Yet Started, Whether Similar
or Not Similar in Nature and Complexity to the Contract to be Bid**

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

*Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion***

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Republic of the Philippines



Government Procurement Policy Board