



BID BULLETIN NO. 2
07 MARCH 2023

PUBLIC BIDDING NO. 004-2023

Supply and Delivery of Multi-Functional (Colored) Printer and Document Scanner for Procurement Service - Department of Budget and Management (PS-DBM)

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project.

I. AMENDMENTS

REFERENCE	JUSTIFICATION/ EXPLANATION
Page 19 Section III. Bid Data Sheet xxx ITB Clause 5.3 Lot 2: Any contract for the supply and delivery of document scanners. xxx	To amend the requirement Lot 2: Any contract for the supply and delivery of document scanners and/or multi-functional printer See attached Annex "A"
Page 29 Section V. Special Condition of Contract Warranty Retention Xxx GCC Clause 62.1 Two (2) years after acceptance by the Procuring Entity of the delivered Goods. xxx	To amend the requirement One (1) year after acceptance by the Procuring Entity of the delivered Goods. See attached Annex "B"
Page 30 Section VI. Schedule of Requirements xxx Delivery Period: Within Forty Five (45) calendar days from the issuance of Notice to Proceed xxx	To amend the Schedule of Requirement Within Sixty (60) calendar days from the issuance of Notice to Proceed See attached Annex "C"

Page 46 Section VIII. Bid Form xxx SUPPLY AND DELIVERY OF MULTI-FUNCTIONAL (COLORED) PRINTERS <u>AND</u> <u>DOCUMENT</u> <u>SCANNER</u> FOR THE PROCUREMENT SERVICE – DBM xxx	To amend the project title See attached Annex "D"
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II. CLARIFICATIONS

CLARIFICATION/S	RESOLUTION/S
GENERAL	
Page 20 Section III. Bid Data Sheet xxx ITB Clause 20.1 For purposes of Post-qualification the following document(s) shall be required: 1. Income Tax Returns for year 2022 (BIR Form 1701 or 1702). xxx	Income Tax Returns for year 2021 filed and stamp receipt on year 2022
<ul style="list-style-type: none"> One bidder requested if it's possible to add extension of delivery lead time from forty five (45) calendar days to sixty (60) calendar days, due to supply chain constraint of the chip set. Another bidder requested if it's possible to add extension of delivery lead time from forty five (45) calendar days to ninety (90) to one hundred twenty (120) calendar days, due to supply chain constraint of the chip set. 	See amendment to the Schedule of Requirement
In order to entice more bidders to participate especially for Lot No. 2 and to have the PS more playing field, may we suggest that the BAC reconsider to relax the submission of the "Single Largest Completed Contracts" with the "Supply and Delivery of IT	See amendment to Bid Data Sheet Clause 5.3

Equipments” more particularly Multifunction Printers for Lot No. 2 since most of the Multifunction Printers has the functionality of a copier, print and scan.	
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All other portions of the Bidding Documents affected by these amendments shall be made to conform to the same.

Amendments/inclusions/clarifications made herein shall be considered an integral part of the Bidding Documents.

The changes made in the Philippine Bidding Documents (6th Edition, July 2020) are deemed integrated in the terms and conditions for this project.

Signature Redacted

ENGR. JAIME M. NAVARRETE JR.
Chairperson, Internal Bids and Awards Committee

For the purpose of this Bulletin and for better understanding of its contents, the following rules shall apply: (a) Double Strike out – denotes deletion; (b) Underline – denotes inclusion or new item/requirement; and "xxx" – denotes separation of phrase/s being amended from the rest of the main text.

Bid Data Sheet

ITB Clause																				
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><u><i>Lot 1: Any contract for the supply and delivery of printers.</i></u></p> <p><u><i>Lot 2: Any contract for the supply and delivery of document scanners and/or printer.</i></u></p> <p>Completed within five (5) years prior to the deadline for the submission and receipt of bids for Lot 1 and 2.</p>																			
7.1	<i>Subcontracting is not allowed.</i>																			
12	The price of the Goods shall be quoted DDP, PS Complex, RR Road Cristobal St., Paco, Manila 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> <table><tr><th>Lot No.</th><th>Item/Description</th><th>Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</th><th>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th><th>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th></tr><tr><td>1</td><td>Multi functional Printer</td><td>₱ 35,726.40</td><td>₱ 89,316.00</td><td>Please see Section VIII attached as Annex "H"</td></tr><tr><td>2</td><td>Document Scanner</td><td>₱20,958.00</td><td>₱52,395.00</td><td>Please see Section VIII attached as Annex "H"</td></tr></table>					Lot No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	1	Multi functional Printer	₱ 35,726.40	₱ 89,316.00	Please see Section VIII attached as Annex "H"	2	Document Scanner	₱20,958.00	₱52,395.00	Please see Section VIII attached as Annex "H"
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1	Multi functional Printer	₱ 35,726.40	₱ 89,316.00	Please see Section VIII attached as Annex "H"																
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15	<p>Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.</p> <p>The duplicates- i.e. copy 1, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p>																			

19.3	<p>The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:</p> <table><tr><th>Lot No.</th><th>Quantity</th><th>Item/Description</th><th>Approved Budget for the Contract</th></tr><tr><td>1</td><td>36 units</td><td>MULTI-FUNCTIONAL PRINTER</td><td>₱1,786,320.00</td></tr><tr><td>2</td><td>21 units</td><td>DOCUMENT SCANNER</td><td>₱1,047,900.00</td></tr></table>	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	1	36 units	MULTI-FUNCTIONAL PRINTER	₱1,786,320.00	2	21 units	DOCUMENT SCANNER	₱1,047,900.00
Lot No.	Quantity	Item/Description	Approved Budget for the Contract										
1	36 units	MULTI-FUNCTIONAL PRINTER	₱1,786,320.00										
2	21 units	DOCUMENT SCANNER	₱1,047,900.00										
20.1	<p>For purposes of Post-qualification the following document(s) shall be required:</p> <ol style="list-style-type: none">1. Income Tax Returns for year 2022 (BIR Form 1701 or 1702).2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the last six (6) months prior to Opening of Bids. <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</i></p> <ol style="list-style-type: none">3. 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.4. Submission of proof of evidence as proof of compliance with the bidder’s actual offer, if applicable. <p><i>In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameters of equipment offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.</i></p> <p>Note: All licenses, certification and permits required SHALL BE CERTIFIED/AUTHENTICATED as true copy of the original by the issuing government office or agency or private company for purposes of verification, validation, and ascertaining its authenticity. Submission of these documents may be as follows:</p>												

20.1	<p>Option 1: Submit the requested CTC documents during Post -Qualification Stage; or Option 2: Present the “Original documents during Post-Qualification Stage.</p> <p>In case the PhilGEPS Certificate Registration or any documents listed under its Annex A has expired after bid opening, the bidders are required to submit the bid documents anytime during the post-qualification stage or prior to award.</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
21.1	<p><i>No further instructions.</i></p>

Special Conditions of Contract

GCC Clause	
1	<p>The Project Sites are:</p> <p><i>PS Complex, RR Road Cristobal St., Paco, Manila City</i></p> <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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 <i>Mr. Karl Michael R. Espejo, OIC-Chief IT Services Division</i>.</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> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; 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;



	<ul style="list-style-type: none"> 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.
	<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 of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</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 of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</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 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</p>
	<p>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	Payment will be made upon complete acceptance of the project.
4	<i>Not Applicable</i>
62.1	<p>Warranty Retention: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> <p>Consistent with GPPB Resolution No. 30-2017, the obligations of the warranty shall be covered by either retention money in the amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amount shall only be released after the lapse of warranty period</p>

Section VI. Schedule of Requirements

Lot No.	Qty	Item/Description	Delivery period
1	36 units	MULTI-FUNCTIONAL PRINTER	Within Sixty (60) Calendar Days from the issuance of Notice to Proceed.
2	21 units	DOCUMENT SCANNER	Within Sixty (60) Calendar Days from the issuance of Notice to Proceed.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

Bid Form

Date: _____
 Invitation to Bid No: PB No. 004-2023

To: **PS-DBM Internal BAC Chairperson**
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY AND DELIVERY OF MULTI-FUNCTIONAL (COLORED) PRINTERS AND DOCUMENT SCANNER FOR THE PROCUREMENT SERVICE - DBM** in conformity with the said Bidding Documents.

Lot No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	36 units	MULTI-FUNCTIONAL PRINTER	Php	
2	21 units	DOCUMENT SCANNER	Php	

TOTAL PRICE IN WORDS:

Lot 1: _____

Lot 2: _____

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted 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 as per **ITB** Clause 5 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name/Title of the Project.]*

Or;

I/We likewise certify/confirm that the undersigned, *[for partnerships, corporations, cooperatives, or joint ventures, insert]*: is granted full power and authority by the *[Name of Bidder]*, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for *[Name/Title of the Project.]*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____