

University of the Philippines Open University

BIDDING DOCUMENTS

for

Supply and delivery of Book Scanner

November 2021

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Section I. Invitation to Bid for Supply and delivery of Book Scanner

The UP Open University, through the Government of the Philippines (GOP) General Appropriations Act of 2021 intends to apply the sum of Eight Hundred Fifty Thousand Pesos (PhP 850,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for "Supply and delivery of Book Scanner" (ITB No. 21-11-003). Bids received in excess of the approved budget for the contract (ABC) shall be automatically rejected at bid opening.

The UPOU now invites bids for the above Procurement Project. Delivery of Goods is required by 45-60 days upon receipt of Notice to Proceed and Purchase Order. 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.

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.

Prospective Bidders may obtain further information from the BAC Secretariat and inspect the bidding documents at the address given below from 8:00 AM to 5:00 PM, Monday to Friday.

A complete set of Bidding Documents may be acquired by interested bidders from the address below and upon payment of the applicable fee pursuant to the latest Guidelines issued by the GPPB in the amount of **Eight Hundred Fifty Pesos (PhP 850.00)**. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

The UPOU will hold a **Pre-Bid Conference** on **2 December 2021, 3:00 PM** at the UPOU Headquarters, Los Banos, Laguna and/or through video conferencing or any other means, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through: (i) manual submission at the office address indicated below; or (ii) online or electronic submission as indicated below on or before 14 December 2021, 12:00 NN.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be <u>on 14 December 2021, 1:30 PM</u> at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Late bids shall not be accepted.

The UPOU 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.

For further information, please refer to:

MS. ELVY A. PAMULAKLAKIN

Head, Bids and Awards Committee (BAC) Secretariat UPOU Headquarters, Los Baños, Laguna Telephone No.: (049) 536-6001-06 local 210-211

Telefax No.: (049) 536-5991 Email: bac@upou.edu.ph

You may visit the following websites:

For downloading of Bidding Documents: https://www.upou.edu.ph/bids-and-awards-committee/

For online bid submission: https://forms.gle/iCzFHtUDctht6deF9

19 November 2021

(SGD) **Dr. PRIMO G. GARCIA**Chair
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *UPOU* wishes to receive Bids for the **Supply and delivery of Book Scanner**, with identification number ITB No. 21-11-003.

The Procurement Project (referred to herein as "Project") is composed of *several items*, 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 in the amount of PhP850,000.00.
- 2.2. The source of funding is General Appropriations Act of 2021

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.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults and negligence of any subcontractors, its agents, servants, or workmen as fully as if there were the Supplier's own acts, defaults, or negligence, or those of its agents, servant, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **UPOU Headquarters**, **Los Banos**, **Laguna** 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 *5 years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

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

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 and shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- **19.4.** The Project shall be awarded as one Contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and delivery of Book Scanner
	b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	No additional requirement.
12	The price of the Goods shall be quoted DDP at UP Open University Headquarters, or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than P17,000.00 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable
	 letter of credit; or b. The amount of not less than ₱42,500.00 [(5%) of ABC] if bid security is in Surety Bond.
19.3	No additional requirement.
20.2	(a) Current year's Mayor's Permit(b) UP System Questionnaire(c) Other appropriate valid licenses and permits required by law, if applicable
21.2	No additional requirement.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 6.1. In order to 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.
- 6.2. 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

GCC Clause				
1	Delivery and Documents –			
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:			
	a. The delivery terms applicable to this Contract are delivered to UPOU Headquarters, Los Baños, Laguna. Risk and title will pass from the Supplier to the UPOU upon receipt and final acceptance of the Goods at their final destination.			
	Delivery of the items shall be made by the Supplier in accordance with the terms specified in Section VI. (Schedule of Requirements).			
	For the purposes of this Clause, the UPOU's Representatives is Ms. Jennifer Belen-Bunao			
	Incidental Services			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	 b. performance or supervision of on-site assembly and/or start-up of the supplied Goods; 			
	c. furnishing of tools required for assembly and/or maintenance of the supplied Goods;			
	d. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;			
	e. 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			
	f. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.			

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

Spare Parts -

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

- 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:
 - i. advance notification to the UPOU of the pending termination, in sufficient time to permit the UPOU to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the UPOU, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.

Spare parts and components shall be supplied as promptly as possible, but in any case, within **one week or seven (7) days** after placing the order.

Packaging -

The Supplier shall provide such packaging as 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 final destination and the absence of heavy handling facilities at all points in transit.

Insurance -

The items supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The items remain at the risk and title of the Supplier until their final acceptance by the UPOU.

Transportation

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

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

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

UPOU accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the UPOU against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

- 2.2 No additional instruction.
- The inspections and tests that will be conducted are inspection of the completeness of the technical requirements in Section VI.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery Period. days upon receipt of Notice to Proceed and Purchase Order
1	Supply and delivery of Book Scanner	1 ur	nit	45-60

Section VII. Technical Specifications

Item	Specification Statement of Compliance					
1	Book Scanner for	1 unit				
	Scanner Type:	ADF (Automatic Document Feeder) / Manual Feed, Duplex				
	Scanning Speed:	(A4 Landscape) (Color /Grayscale/Monochrome) Simplex: 110 ppm (200/300 dpi) Duplex: 220 ipm (200/300 dpi) (A4 Portrait) (Color/Grayscale/Monochrome) Simplex: 90 ppm (200/300 dpi) Duplex: 180 ipm (200/300 dpi)				
	Image Sensor Type:	Color CCD x 2 (front x 1, back x 1)				
	Optical Resolution:	600 dpi				
	Output Resolution:	50 to 600 dpi (adjustable by 1 dpi increments), 1,200 dpi				
	Document Size:	• Maximum: 304.8 x 431.8 mm (12 x 17 in.) • Minimum: 52 x 74 mm (2 x 3 in.)				
	Long Page Scanning:	5,588 mm (220 in.)				
	ADF Capacity: Expected Daily Volume:	500 sheets (A4 80 g/m² or Letter 20 lb) 100,000 sheets				
2	Additional Requirer	ments:				
	a) Brochures showing	ing specifications and photo of the product being offered.				

Notes:

➤ Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Do</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(b)	or 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,
(c)	and 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;
(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tochnica	l 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 (UPOU BAC FORM No. 1);
(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 (UPOU BAC FORM No. 2). The SLCC should be at least 50% of the ABC of the project; At least 2 similar contracts aggregate amount at least equivalent to required percentage;
-	Largest of the similar contracts amount to at least 50% of the required percentage;
(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
	Original copy of Notarized Bid Securing Declaration (UPOU BAC FORM
(h)	No. 3); Conformity with the Technical Specifications (UPOU BAC FORM No. 4) which should include the ff: a) Brochures showing specifications and photo of the product being offered; b) production/delivery schedule; c) manpower requirements; and/or d) after-sales/parts, if applicable;

(i)	Original duly signed Omnibus Sworn Statement (OSS) (UPOU BAC FORM No. 5);
	and if applicable, Original Notarized Secretary's Certificate (UPOU BAC FORM No. 6) in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney (UPOU BAC FORM No. 7) 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.
Financi	al 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. For Audited Financial Statement submitted online, an online receipt would suffice;
(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (UPOU BAC FORM No. 8);
	or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	Class "B" Documents
(l)	A duly signed joint venture agreement (JVA) in case the joint venture is already in existence. (UPOU BAC FORM No. 9) <u>or</u> If no joint venture agreement is in existence, submit a signed statement in a separate sheet of paper stating that JVA is NOT APPLICABLE .
(m)	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. Supplemental Bid Bulletin, if any.
, ,	•
	[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
(o)	government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
FINAN	CIAL COMPONENT ENVELOPE
(a)	Original of duly signed and accomplished Financial Bid Form (UPOU BAC FORM No. 10); and
(b)	Original of duly signed and accomplished Price Schedule(s) (UPOU BAC FORM No. 11a and/or 11b);.

II.

Notes:

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.
- This checklist is only a guide to the prospective bidder/s. Each prospective bidder shall take the responsibility to ensure the completeness of its submission after taking the steps to carefully examine all of the Bidding Documents and its amendments.
- All photocopied documents should be marked "certified true copy of the original" with corresponding signature of authorized representative or official of the prospective bidder/s.
- Bidders should follow the sequence of items in the checklist of documents for submission and to use tabs to facilitate the inspection process.
- eSignature of authorized representative can be used for signing bid documents submitted online.
- For online submission of bids, use different passwords for the technical and financial documents.

UPOU BAC Form No. 1

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Address	S :						
Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government							
<u>Private</u>							
			_				

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

- 1. End user's acceptance or official receipt(s) issued for the contract, if completed; or
- 2. Notice of Award and/or Contract

Business Name

Submitted by	:	
·	(Printed Name & Signature)	
Designation	:	
Date	:	

STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

				,		
Business Name	:					
Business Addres	ss:					
Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery
Government						
<u>Private</u>						
1. End user		with any of the followial receipt(s) issued for	ving: or the contract, if completed; or			
0.1						
Submitted by		inted Name & Signatu				
	(Pri	med ivame & signati	ше)			
Designation	•					
Date	:					

UPOU BAC Form No. 3 Revised 09/2020

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)	
CITY OF	S.S.

BID SECURING DECLARATION Project Identification: *ITB No. 21-11-003*

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]

UPOU BAC Form No. 5 Revised 09/2020

Omnibus Sworn Statement (Revised)

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]

SECRETARY'S CERTIFICATE

	I,	, a duly e	elected and qualified Corpor	rate Secretary of
		, a duly e , a corporation duly organ	nized and existing under an	d by virtue of the law of
the		, DO HEREB	Y CERTIFY, that:	
	I am fa	amiliar with the facts herein certified and dul	y authorized to certify the s	ame;
	At the	regular meeting of the Board of Directors of at which meeting a quorum was present a		
approve	ed. and t	he same have not been annulled, revoked and		
		e date hereof:	- united and the unity (1 and 1 and	
	RESO	LVED, thatbe pply and delivery of Book Scanner", Proje	, as it hereby is, authorized	to participate in the
Open U	Jniversi	ty and that if awarded the project shall enter	into a contract with the UP	Open University; and
in conne	ection th	nerewith hereby appoint	, acting as duly aut	horized and designated
represer	ntatives	of, are granted full po	ower and authority to do, ex	ecute and perform any
and all a	acts nece	essary and/or to represent	in the bidding as i	fully and effectively as
the		essary and/or to represent might do if per hereby satisfying and confirming all that my	rsonally present with full po	ower of substitution and
done by	on and ly virtue h	nereof;		
	RESO	LVED FURTHER THAT, theexecute a waiver of jurisdiction whereby t	hereby authorize	s its President to
	(1)	execute a waiver of jurisdiction whereby t	he he	reby submits itself to the
	()	jurisdiction of the Philippine government	and hereby waives its right	to question the
		jurisdiction of the Philippine courts;		•
	(2)	execute a waiver that the	shall not se	eek and obtain writ of
		injunctions or prohibition or restraining or	der against the AFP or any	other agency in
		connection with this project to prevent and		
		negotiating of and award of a contract to a	successful bidder, and the	carrying out of the
		awarded contract.		
		ESS the signature of the undersigned as such	officer of the said	this
	-	·		
			(Corporate Secretary)	_
		ACKNOWLED	GMENT	
	SUBSO	CRIBED AND SWORN to before me this	day of	. 20 affiant exhibited
to me	his/he	r Government Issued ID No.		at
		, Philippines.		
			Notary Public	
			Until 31 December 20	
			PTR No	
			Issued at:	
			Issued on:	
			TIN No.	
Doc. N	o			
Page No	o			
Book N Series o	o. f			
201102 ()	11	•		

SPECIAL POWER OF ATTORNEY

I, _	, President of	, , a
corporation incorporated unde	, President of, by virtue of, has made, constituted and	with its registered
office at	, by virtue of	Board Resolution No.
dated	, has made, constituted and	d appointed
true and lawful attorney, for it	and its name, place and stead, to do, execute	and perform any and all
acts necessary and/or represen	it in t	the bidding of
	in t in t in t in t in t	poration might do if
personally present with full po	ower of substitution and revocation and hereb	y confirming all that said
representative shall lawfully d	o or cause to be done by virtue hereof.	-
	•	
	EOF, I have hereunto set may hand this at	day of
		Affiant
Signed in the Presence of:		1 11110111
8		
	ACKNOWLEDGMENT	-
	ACKNOW LEDGMENT	
REPUBLIC OF THE PHILIP QUEZON CITY	PINES))SS.	
	ary Public for and in Quezon City, Philipp, personally appeared:	oines, this day of
<u>NAME</u>	Government Issued ID NO.	SSUED AT/ON
() pages, including	e the same person who executed the foregoing the page whereon the acknowledgments is free and voluntary act and deed and that of the	written and acknowledged
WITNESS MY HAN written.	ID AND NOTARIAL SEAL, at the place a	nd on the date first above
	Notary Public	
	Until 31 December	
	PTR No	
	Issued at:	
	Issued on:	
	TIN No	
Doc. No		
Page No		
Book No.		
Series of		

NET FINANCIAL CONTRACTING CAPACITY

The computation of a prospective bidder's Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid, calculated as follows:

	Year 20
Current Assets	
Minus: Current Liabilities	
Sub Total	
Multiplied by value of K	
Sub Total	
Minus: Value of outstanding services under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid	
NFCC	

NFCC = [(current asset minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid.

NFCC = PhP			

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Submitted by:	
Name of Supplier / Distributor / Manufacture	– er
Signature of Authorized Representative Date:	

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

UPOU BAC Form No. 9

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT legal age, owner/proprietor of	is entered into by and between	, of
(civil status)		
and a resident of		
- and	-	
, of legal age,	, owner/proprietor of	
a resident of	(civil status)	
THAT both parties agree to join together th facilitate the Joint Venture to participate in the Eligib stated project to be conducted by the UP Open Univer	ility, Bidding and Undertaking of the he	
NAME OF PROJECT CO	ONTRACT AMOUNT	
That both parties agree to be jointly and sever	rally liable for the entire assignment.	
That both parties agree thatOfficial Representative of the Joint Venture, and is graperform any and all acts necessary and/or to represe effectively and the Joint Venture may do and if perso revocation.	ent the Joint Venture in the bidding as f	fully and
THAT this Joint Venture Agreement shall reuntil terminated by both parties.	emain in effect only for the above stated	d Project
Done this day of, in the year of	f our Lord	
ACKNOWLEI	DGMENT	
to me his/her Government Issued ID No, Philippines.	day of, 20affiant	exhibited at
Doc. No	Notary Public Until 31 December 20 PTR No Issued at: Issued on: TIN No	
Page No Book No Series of		

UPOU BAC Form No. 10 Revised 09/2020

FINANCIAL 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 the Supply and Delivery of Book Scanner in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agent Currency Commission or gratuity
if none, state "None") /

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

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

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

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

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

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.

UPOU BAC Form No. 11a Revised 09/2020

Price Schedule

For Goods Offered from Abroad

Name of Bidder			Project ID N	lo	Page of			
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Book Scanner		1 unit	destination)				
	Name:							_
	Legal Capacity:							
	Signature:							
	Duly authorized to	sign the	Bid for a	and behalf of:				

UPOU BAC Form No. 11b Revised 09/2020

Price Schedule

For Goods Offered from Within the Philippines

	Name of Bidder					Project ID N	Vo	Pageof	f
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transporta tion 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)
1	Book Scanner		1 unit		per item	reem			(601.1)
	Name: Legal Capacity: Signature:								_
	Duly authorized				nalf of:				_

Sealing and Marking of Bids:

Option 1: Submission of hard copies to the BAC Secretariat Address:

PROCEDURE:

1. The Technical Components (TC) of the Bid should be enclosed in envelope and must be labelled, sealed and signed as follows:

SUPPLY AND DELIVERY OF BOOK SCANNER

[NAME AND ADDRESS OF THE BIDDERS] BIDS AND AWARDS COMMITTEE SECRETARIAT UP OPEN UNIVERSITY UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA REFERENCE NO. ITB No.:21-11-003 "DO NOT OPEN BEFORE 14 December 2021, 1:30 PM"

2. The Financial Components (FC) of the Bid should be enclosed in another envelope and must be sealed and signed;

SUPPLY AND DELIVERY OF BOOK SCANNER

[NAME AND ADDRESS OF THE BIDDERS] BIDS AND AWARDS COMMITTEE SECRETARIAT UP OPEN UNIVERSITY UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA REFERENCE NO. ITB No.:21-11-003 "DO NOT OPEN BEFORE 14 December 2021, 1:30 PM"

3. The TC and FC envelopes should be enclosed in one mother envelope and must be labelled, sealed and signed as follows:

SUPPLY AND DELIVERY OF BOOK SCANNER

[NAME AND ADDRESS OF THE BIDDERS] BIDS AND AWARDS COMMITTEE SECRETARIAT UP OPEN UNIVERSITY UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA REFERENCE NO. ITB No.:21-11-003 "DO NOT OPEN BEFORE 14 December 2021, 1:30 PM"

Option 2: Online Submission using this link: https://forms.gle/iCzFHtUDctht6deF9

PROCEDURE:

1. All bid documents should be in archive compression and password-protected portable document format (PDF). Bidders should not disclose their password to anyone except during the actual Opening of Bids. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

Filename of the archive compression and password-protected portable document format (PDF) should strictly follow the following format:

a. For Technical Component:

Bidder's name Technical Component ITB No. 21 11 003 (e.g. ABCD Company Technical Component ITB No. 21 11 003)

b. For Financial Component:

Bidder's name Financial Component ITB No. 21 11 003 (e.g. ABCD Company Financial Component ITB 21 11 003)

- **2.** Submit the compressed password-protected bids in the assigned online submission site provided for by the UPOU Bids and Awards Committee on or before the set deadline. You will receive a notification of the receipt of your submission.
- 3. During the Opening of Bids which will be conducted at UP Open University Headquarters and via videoconferencing or any approved means, each bidder upon instruction of the BAC -- will disclose their password which in turn will be used by BAC to access the former's bid as submitted on the set deadline and the bids will be read and evaluated for their completeness.
- **4.** Failure to follow the required specifications of the electronic documents will automatically disqualify the bidder.

