



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2020-71**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Printing and Delivery of Various DBM Publications and Information Materials," which is composed of the following: Lot 1 - Printing of Various DBM Publications and Information Materials; Lot 2 - Printing of Various DBM Information Materials; and Lot 3 - Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program, with Approved Budgets for the Contract of P1,225,500.84; P218,284.16, and P454,020.24, respectively, for a total of P1,897,805.24, through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the Indicative Annual Procurement Plan, CY 2021;

**WHEREAS**, for the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2021 National Expenditure Program was used as basis;

**WHEREAS**, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards on November 27, 2020;

**WHEREAS**, only one (1) prospective bidder, Zurbano Publishing and Printing Corporation (Zurbano), responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on December 4, 2020;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on December 11, 2020 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on December 18, 2020, only one bidder, Color1Digital, Inc. (Color1Digital), submitted respective bids for Lot 1 and Lot 2; and two (2) bidders submitted bids for Lot 3, namely: (i) Zurbano and (ii) Color1Digital;

**WHEREAS**, on December 18, 2020, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the following:

- 1) the submissions of Color1Digital for Lot 1, Lot 2, and Lot 3 as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents; and
- 2) the submission of Zurbano for Lot 3 as "failed" for failing to comply with the Revised Section VI. Schedule of Requirements, which was made an integral part of the Bidding Documents for the Project by virtue of SBB No. 1 dated December 11, 2020;

**WHEREAS**, per coordination with the Government Procurement Policy Board-Technical Support Office, it was emphasized that the Revised Section VI. Schedule of Requirements of the Bidding Documents, as reflected in SBB No. 1 dated December 11, 2020, should be used in order to maintain the integrity of the bidding process;

**WHEREAS**, it is to be noted that under paragraph 8 of the Omnibus Sworn Statement executed by Zurbano as part of its submitted bid, it declared that, "[Zurbano] 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 xxx; (d) Inquiring or securing Supplemental Bid/Bulletin (SBB) issued for Printing and Delivery of Various DBM Publications and Information Materials";

**WHEREAS**, after evaluation of the financial proposals of Color1Digital, the BAC declared the submissions of Color1Digital for Lot 1, Lot 2, and Lot 3 as the Single Calculated Bids in the following amounts: P876,000.00 for Lot 1; P165,000.00 for Lot 2; and P270,400.00 for Lot 3;

**WHEREAS**, after careful examination, validation and verification, the DBM-BAC determined that the eligibility, technical and financial components of the bids of Color1Digital for Lot 1, Lot 2, and Lot 3 have passed all the criteria for post-qualification;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it hereby **RESOLVED**, the following:

- 1) To declare the bids of Color1Digital, Inc. for the Project, "Printing and Delivery of Various DBM Publications and Information Materials," in the following amounts: P876,000.00 for Lot 1; P165,000.00 for Lot 2; and P270,400.00 for Lot 3 as the Single Calculated and Responsive Bids, in accordance with Section 36 of the 2016 Revised IRR of RA No. 9184;
- 2) To notify all other bidders, in writing, of the DBM-BAC's recommendation within three (3) calendar days from the issuance of the Resolution recommending award of the contract, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184;
- 3) To recommend to the Secretary of the Department of Budget and Management, as the Head of the Procuring Entity, that the contracts for the Project be awarded to Color1Digital, Inc. for Lot 1, Lot 2, and Lot 3 in the above-mentioned amounts, in accordance with Section 36, in relation to Section 34.4, of the 2016 Revised IRR of RA No. 9184; and
- 4) To issue the Notices of Award to Color1Digital, Inc. upon the enactment of the FY 2021 GAA, pursuant to Section 7.6 of the 2016 Revised IRR of RA No. 9184.

**ADOPTED**, this 22<sup>nd</sup> day of December 2020 at the Department of Budget and Management, General Solano St., San Miguel, Manila.



Digitally signed  
by Vivien V.  
Labastilla


**VIVIEN V. LABASTILLA**  
*End-user Representative*



Thea Marie  
Corinne F. Palarca


**THEA MARIE CORINNE F. PALARCA**  
*End-user Representative*



 Digitally signed  
by Yolanda R.  
Reyes  
**YOLANDA R. REYES**  
*End-user Representative*

 Digitally signed  
by Rowel D.  
Escalante  
**ROWEL D. ESCALANTE**  
*Member*

 Digitally signed  
by Andrea Celene  
M. Magtalas  
**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*

 Digitally signed  
by Virgilio A.  
Umpacan Jr.  
**VIRGILIO A. UMPACAN JR.**  
*B.U.D.G.E.T. Representative*

 Digitally signed by  
Dante B. De Chavez  
**DANTE B. DE CHAVEZ**  
*Member*

 Digitally  
signed by  
Ryan S. Lita  
**RYAN S. LITA**  
*Member*

not present  
**JANET B. ABUEL**  
*Chairperson*

☒ Approved  
☐ Disapproved

  
**WENDEL E. AVISADO**  
*Secretary*

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



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**MS. SARAH BLANCA DE JESUS**

Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus**:

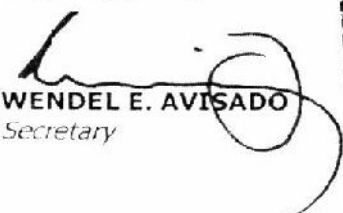
We are pleased to inform you that the contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 1 - Printing of Various DBM Publications and Information Materials)," is hereby awarded to Color1Digital, Inc. in the amount of P876,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

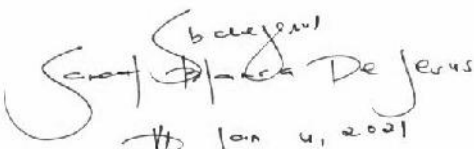
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



  
Jan 4, 2001





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**MS. SARAH BLANCA DE JESUS**

Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus**:

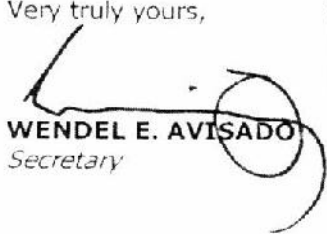
We are pleased to inform you that the contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 2 - Printing of Various DBM Information Materials)," is hereby awarded to Color1Digital, Inc. in the amount of P165,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

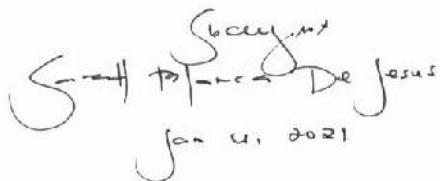
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



  
Jan 4, 2021



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**MS. SARAH BLANCA DE JESUS**

Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus**:

We are pleased to inform you that the contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 3 - Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program)," is hereby awarded to Color1Digital, Inc. in the amount of P270,400.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
*Secretary*



*Sarah Blanca De Jesus*  
Jan 11, 2021



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

**FEB 03 2021**

**MS. SARAH BLANCA DE JESUS**

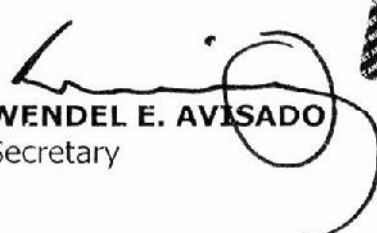
Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 1 - Printing of Various DBM Publications and Information Materials)," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.

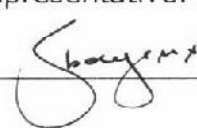
Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on Feb 03, 2021.

Name of Authorized Representative: Sarah Blanca De Jesus

Signature: 





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

**FEB 03 2021**

**MS. SARAH BLANCA DE JESUS**

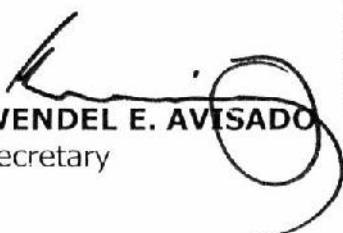
Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

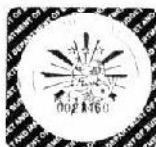
Dear **Ms. De Jesus**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 2 - Printing of Various DBM Information Materials)," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.

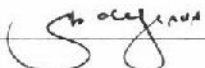
Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on February 03, 2021.

Name of Authorized Representative: Sarah Blanca De Jesus

Signature: 



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

**FEB 03 2021**

**MS. SARAH BLANCA DE JESUS**

Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 3 - Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program)," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on February 03, 2021.

Name of Authorized Representative: Sarah Blanca De Jesus

Signature: Sallyme

**CONTRACT No. 2021-04**  
**PRINTING AND DELIVERY OF VARIOUS DBM PUBLICATIONS AND**  
**INFORMATION MATERIALS (LOT 1 - PRINTING OF VARIOUS DBM**  
**PUBLICATIONS AND INFORMATION MATERIALS)**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**COLOR1DIGITAL, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2321 Marconi Street, San Isidro, Makati City, represented by **ITS AUTHORIZED REPRESENTATIVE, SARAH BLANCA DE JESUS**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 1 - Printing of Various DBM Publications and Information Materials)," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of Eight Hundred Seventy-Six Thousand Pesos (P876,000.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last January 6, 2021, and the Supplier posted its performance security in the form of a Manager's Check on January 14, 2021, in the amount of Forty Three Thousand Eight Hundred Pesos (P 43,800.00);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award

5



G - Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Printing and Delivery of Various DBM Publications and Information Materials (Lot 1 - Printing of Various DBM Publications and Information Materials), and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Printing and Delivery of Various DBM Publications and Information Materials (Lot 1 - Printing of Various DBM Publications and Information Materials), and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**FEB 02 2021**

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

by:

  
**WENDEL E. AVISADO**  
*Secretary*



**COLOR1DIGITAL, INC.**

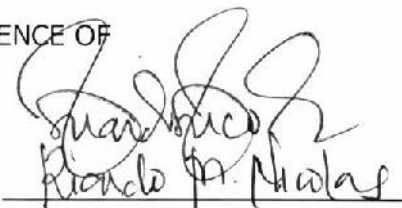
by:

  
**SARAH BLANCA DE JESUS**  
*Authorized and Designated Representative*

SIGNED IN THE PRESENCE OF

  
**VIVIEN V. LABASTILLA**  
*OIC-Director IV*

Budget Information and Training Service

  
**Rando M. Nicolas**

*Y Reyes*  
**YOLANDA R. REYES**  
OIC-Director IV  
Fiscal Planning and Reforms Bureau

*TM*  
**THEA MARIE CORINNE F. PALARCA**  
Director IV  
Administrative Service

**ACKNOWLEDGMENT**

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

**BEFORE ME**, Notary Public for and in the City of MANILA, Philippines on this JAN 22 day of FEB 02 2021, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	

**SARAH BLANCA DE JESUS**

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Printing and Delivery of Various DBM Publications and Information Materials (Lot 1 - Printing of Various DBM Publications and Information Materials) was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this FEB 02 day of JAN 22 2021, 2021.

**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC, ROLL NO. 60777

PTR No. 987456 Issued on Jan. 4, 2021 until Dec. 31, 2021 Manila  
IBP License No. 914567 issued on Feb. 2, 2016

Commission No. 2020-021 issued on Jan. 31, 2020 until Dec. 31, 2021 Manila  
MCLE No. VI-0006796 issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022

Office Address: GIF YMCA Building, 350 Antonio Villegas Street, Ermita, Manila.

**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC, ROLL NO. 60777

PTR No. 987456 Issued on Jan. 4, 2021 until Dec. 31, 2021 Manila  
IBP License No. 914567 issued on Feb. 2, 2016

Commission No. 2020-021 issued on Jan. 31, 2020 until Dec. 31, 2021 Manila  
MCLE No. VI-0006796 issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022  
Office Address: GIF YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

Doc. No. 409;  
Page No. 81;  
Book No. 11;  
Series of 2021.

Doc. No. 109;  
Page No. 22;  
Book No. 11;  
Series of 20 21.

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

**BID FORM**

Date : **December 17, 2020**

Project Identification No. : **DBM-2021-10**

To: **DEPARTMENT OF BUDGET AND MANAGEMENT**  
**DBM BLDG. III, GENERAL SOLANO ST.**  
**SAN MIGUEL, MANILA**

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 **Lot 1: Printing of Various DBM Publications and Information Materials** in conformity with the said PBDs for the sum of **EIGHT HUNDRED SEVENTY SIX THOUSAND PESOS ONLY (PHP 876,000.00)** 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: **Value Added Tax** which are itemized herein or in the Price Schedules.

Particulars	Quantity	Unit Cost	Total Price (inclusive of VAT)
2021 People's Budget (English)	6,000 copies	PHP 47.00	PHP 282,000.00
2021 People's Budget (Tagalog)	2,000 copies	PHP 49.00	PHP 98,000.00
2022 People's Proposed Budget	4,000 copies	PHP 52.00	PHP 208,000.00
2020 DBM Annual Report	500 copies	PHP 105.00	PHP 52,500.00
DBM Human Resource Handbook	1,500 copies	PHP 77.00	PHP 115,500.00
PFM Handbook	2,000 copies	PHP 60.00	PHP 120,000.00
<b>Total</b>			<b>PHP 876,000.00</b>

If our Bid is accepted, we undertake:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- 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.

*[Signature]*  
**Santita Blanca De Jesus**  
Account Executive





Name and address  
of agent

Amount and  
Currency

Purpose of  
Commission or gratuity

NONE

NONE

NONE

NONE

NONE

NONE

NONE

NONE

NONE

(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 COLOR1DIGITAL,INC. as evidenced by the attached SECRETARY'S CERTIFICATE.

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 17 day of DECEMBER, 2020.

  
SARAH BLANCA DE JESUS  
[signature]

ACCOUNT EXECUTIVE  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of : COLOR1DIGITAL,INC.



## ***Section VI. Schedule of Requirements***

### **Lot 1: Printing of Various DBM Publications and Information Materials, as follows:**

- a. 2021 People's Budget (English and Tagalog)
- b. 2022 People's Proposed Budget
- c. 2020 DBM Annual Report
- d. DBM Human Resource Handbook
- e. PFM Handbook on the Budget Reform Program

The delivery schedule stipulates hereafter the date of delivery to the project site.

<b>Item/Description</b>	<b>Delivery Schedule</b>
2021 People's Budget	<p><b>English Version</b></p> <ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-BITS</li> <li>• First Delivery: 1,500 copies Within ten (10) working days after the approval of the printer's proof</li> <li>• Second Delivery: 4,500 copies Within twenty (20) working days after the approval of the printer's proof</li> </ul> <p><b>Tagalog Version</b></p> <ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-BITS</li> <li>• Full Delivery: 2,000 copies Within ten (10) working days after the approval of the printer's proof</li> </ul>
2022 People's Proposed Budget	<ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-BITS</li> <li>• First Delivery: 1,000 copies Within ten (10) working days after the approval of the printer's proof</li> <li>• Second Delivery: 3,000 copies Within fifteen (15) working days after the approval of the printer's proof</li> </ul>
DBM Human Resource Handbook	<ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-AS</li> <li>• Full Delivery: 1,500 copies Within twenty (20) working days after the approval of the printer's proof</li> </ul>

  
**SARAH BLANCA DE JESUS**  
**ACCOUNT EXECUTIVE**

**COMPLY**



Item/Description	Delivery Schedule
PFM Handbook on the Budget Reform Program	<ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-FPRB (PFM UNIT)</li> <li>• Full Delivery: 2,000 copies Within ten (10) working days after the approval of the printer's proof</li> </ul>
2020 DBM Annual Report	<ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within one (1) working day after receipt of the digital file from the DBM-BITS</li> <li>• First Delivery: 100 copies Within seven (7) working days after the approval of the printer's proof</li> <li>• Second Delivery: 400 copies Within fifteen (15) working days after the approval of the printer's proof</li> </ul>

\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

COLOR1DIGITAL, INC.      SARAH BLANCA DE JESUS      DECEMBER 17, 2020  
Name of Company/Bidder      Signature Over Printed Name of Representative      Date

**COMPLY**





## Section VII. Technical Specifications

**Lot 1: Printing of Various DBM Publications and Information Materials, as follows:**

- a. 2021 People's Budget (English and Tagalog)
- b. 2022 People's Proposed Budget
- c. 2020 DBM Annual Report
- d. DBM Human Resource Handbook
- e. PFM Handbook on the Budget Reform Program

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Publication Type	Quantity	Size	No. of pages (excluding cover)	Cover	Inside	Binding/ Fold	Statement of Compliance
2021 People's Budget (English)	A total of 6,000 copies	7.50" x 10.25"	Maximum of 72 pages with single page perforation	Color: 4x 4 Paper: C2S 180 lbs. with one side matte lamination	C2S 70 lbs. 4x4	Binding: Saddle Stitch	<b>COMPLY</b>
2021 People's Budget (Tagalog)	A total of 2,000 copies	7.50" x 10.25"	Maximum of 72 pages with single page perforation	Color: 4x 4 Paper: C2S 180 lbs. with one side matte lamination	C2S 70 lbs. 4x4	Binding: Saddle Stitch	<b>COMPLY</b>
2022 People's Proposed Budget	A total of 4,000 copies	7.50" x 10.25"	Maximum of 72 pages with single page perforation	Color: 4x 4 Paper: C2S 180 lbs. with one side matte lamination	C2S 70 lbs. 4x4	Binding: Saddle Stitch	<b>COMPLY</b>
2020 DBM Annual Report	Total of 500 copies	8.50" x 11.00" (Letter Size)	±44 pages	Color: 4x 4 Paper: C2S 180 lbs. with one side matte lamination	C2S 70 lbs. 4x4	Binding: Saddle Stitch	<b>COMPLY</b>
DBM Human Resource Handbook	Total of 1,500 copies	A5	±100 pages	Carboard stock 300gsm Matte laminated 4/0 CMYK	Matte, 120gsm ±75% single color (black) ±25% CMYK	Wire-O binding Semi-concealed on spine	<b>COMPLY</b>

**COMPLY**

*S. Blanca de Jesus*  
**SARAH BLANCA DE JESUS**  
**ACCOUNT EXECUTIVE**



PFM Handbook	Total of 2,000 copies	6x9	100 pages printed back to back	Color: 4 x4 Paper: C2S 250 GSM with one side matte lamination	80 GSM, white paper uncoated	Perfect Binding	<b>COMPLY</b>
--------------	-----------------------	-----	--------------------------------	---	------------------------------	-----------------	---------------

Note: Printing press should have at least a two-color machine and facilities for binding and cutting within the printing plant.

**I hereby certify to comply with all the above Technical Specifications.**

COLOR1DIGITAL, INC.

SARAH BLANCA DE JESUS

DECEMBER 17, 2020

Name of Company/Bidder Signature Over Printed Name of Representative Date

**COMPLY**



## ***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 2016 Revised IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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



## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></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 the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Thea Marie Corinne Palarca, Administrative Service / Director Vivien Labastilla, Budget Information and Training Service/ Director Yolanda Reyes, Fiscal Planning and Reforms Bureau.</p> <p><b>Incidental Services</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>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.</li> </ul> <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><b>Packaging</b></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  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><b>Transportation</b></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><b>Intellectual Property Rights</b></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	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.</li> </ul>
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> </ul>

	<ul style="list-style-type: none"> <li>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</li> <li>c. The end-user may require the winning bidder to replace 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 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</li> </ul>
--	---





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**MS. SARAH BLANCA DE JESUS**

Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus**:

We are pleased to inform you that the contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 1 - Printing of Various DBM Publications and Information Materials)," is hereby awarded to Color1Digital, Inc. in the amount of P876,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

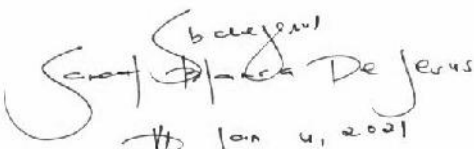
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



  
Jan 4, 2001

# OFFICIAL RECEIPT OF THE REPUBLIC OF THE PHILIPPINES



Nº 5911298 Q

BUREAU, OFFICE, PROVINCE, CITY/MUNICIPALITY

DATE OF RECEIPT

JAN. 14, 2021

PAYOR

COLCP DIGITAL, INC.

NATURE OF COLLECTION

AMOUNT

PAYMENT OF PERFORMANCE  
BOND FOR THE PROJECT  
"PRINTING, DELIVERY OF  
VARIOUS LBM PUBLICATIONS"  
LOT 1

43,800/-

TOTAL

43,800/-

Amount in Words

Forty Three Thousand Eight

Hundred Pesos Only

Received

- ☐ Cash
- ☐ Treasury Warrant
- ☒ Check
- ☐ Money Order

RECEIVED the amount stated  
Above

Treasury Warrant, Check, Money  
Order Number

000000/133

Date of Treasury Warrant,  
Check, Money Order

1/12/2021

H. LOPEZ F. SIA  
COLLECTING OFFICER

NOTE: With the number and date of this receipt on the back  
of treasury warrant, check or money order received.

"Ipakita sa mundo, unangsenso na tayo"

**CONTRACT No. 2021-05**  
**PRINTING AND DELIVERY OF VARIOUS DBM PUBLICATIONS AND**  
**INFORMATION MATERIALS (LOT 2 - PRINTING OF VARIOUS DBM**  
**INFORMATION MATERIALS)**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**COLOR1DIGITAL, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2321 Marconi Street, San Isidro, Makati City, represented by **ITS AUTHORIZED REPRESENTATIVE, SARAH BLANCA DE JESUS**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 2 - Printing of Various DBM Information Materials)," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of One Hundred Sixty-Five Thousand Pesos (P165,000.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last January 6, 2021, and the Supplier posted its performance security in the form of a Manager's Check on January 14, 2021, in the amount of Eight Thousand Two Hundred Fifty Pesos (P 8,250.00);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award

5

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Printing and Delivery of Various DBM Publications and Information Materials (Lot 2 - Printing of Various DBM Information Materials), and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Printing and Delivery of Various DBM Publications and Information Materials (Lot 2 - Printing of Various DBM Information Materials), and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day  
FEB 02 2021, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

by:

  
**WENDEL E. AVISADO**  
Secretary



**COLOR1DIGITAL, INC.**

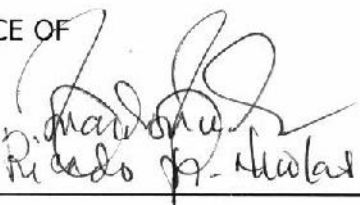
by:

  
**SARAH BLANCA DE JESUS**  
Authorized and Designated  
Representative

SIGNED IN THE PRESENCE OF

  
**VIVIEN V. LABASTILLA**  
OIC-Director IV

Budget Information and Training Service

  
**Ricardo P. Alcala**

*OIC-Director IV*

## ACKNOWLEDGMENT

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

**BEFORE ME**, a Notary Public for and in the City of MANILA, Philippines on this 05 day of 02, 2021 personally appeared the following:

NAME \_\_\_\_\_

**VALID ID****VALID UNTIL**

**WENDEL E. AVISADO**

DBM ID No. 4601

**SARAH BLANCA DE JESUS**

CRN- 0113-0117103-1

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Printing and Delivery of Various DBM Publications and Information Materials (Lot 2 - Printing of Various DBM Information Materials) was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 14th day of February, 2021.

Doc. No 4000;  
Page No 82;  
Book No 61;  
Series of 2021.

Doc. No. 108  
Page No. 22  
Book No. 41  
Series No. 21

**ATTY. GARY CAMITAN AURE**

NOTARY PUBLIC, ROLL NO. 60777

NOTARY PUBLIC, STATE NO. 38471  
PTR No. 9826455 Issued on Jan. 4, 2021 until Dec. 31, 2021 Manila

ISP Lifetime No 2459 ended on Feb 2, 2010

Commission No. 2021-021 issued on (Date) 31, 2021 (Date) 31, 2021 Manila

Commission No. 2020-021 Issued on Feb. 21, 2020 and Rec. No. 2021-001  
MCLE No. VI-0006796 Issued on Feb. 20, 2012 at Pasig City Valo Until April 14, 2022

Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila.

~~ATTY, GARY CAMITAN AURE~~

NOTARY PUBLIC, ROLL NO. 60777

PTN No. 162/2021 tanggal 06 Mar. 4, 2021 until Dec. 31, 2021 Manila

This document was issued on Feb. 2, 2016

Commission No. 474, expires Jan. 31, 2026 (until Dec. 31, 2021 Manila)

MCLE No. VI-0001741

Office Address: G/F YmCA Building, 350 Antonio Villegas Street, Ermita, Manila

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

**BID FORM**

Date : **December 17, 2020**

Project Identification No. : **DBM-2021-10**

**To: DEPARTMENT OF BUDGET AND MANAGEMENT**  
**DBM BLDG. III, GENERAL SOLANO ST.**  
**SAN MIGUEL, MANILA**

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 **Lot 2: Printing of Various DBM Information Materials** in conformity with the said PBDs for the sum of **ONE HUNDRED SIXTY FIVE THOUSAND PESOS ONLY (PHP 165,000.00)** 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: **Value Added Tax** which are itemized herein or in the Price Schedules.

Particulars	Quantity	Unit Cost	Total Price (inclusive of VAT)
2021 People's Budget with Quick Glance (English)	1,000 copies	PHP 7.00	PHP 7,000.00
2021 People's Budget with Quick Glance (Tagalog)	1,000 copies	PHP 7.00	PHP 7,000.00
2021 People's Budget with Quick Glance (Cebuano)	1,000 copies	PHP 7.00	PHP 7,000.00
2020 People's Implemented Budget	2,000 copies	PHP 20.00	PHP 40,000.00
2021 DBM Bulletin	4,000 copies (1,000 copies per Quarter)	PHP 16.00	PHP 64,000.00
PFM Brochure	5,000 copies	PHP 8.00	PHP 40,000.00
<b>Total</b>			<b>PHP 165,000.00</b>

If our Bid is accepted, we undertake:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- 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.

*[Signature]*  
Account Executive





Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>

(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 COLOR1DIGITAL,INC. as evidenced by the attached SECRETARY'S CERTIFICATE.

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 17 day of DECEMBER, 2020.

  
SARAH BLANCA DE JESUS  
 [signature]

ACCOUNT EXECUTIVE  
 [in the capacity of]

Duly authorized to sign Bid for and on behalf of : COLOR1DIGITAL,INC.



## ***Section VI. Schedule of Requirements***

**Lot 2: Printing of Various DBM Information Materials, as follows:**

- a. 2021 People's Budget Quick Glance (English, Tagalog and Cebuano)
- b. 2020 People's Implemented Budget
- c. 2021 DBM Bulletin
- d. PFM Brochure for the Budget Reform Program

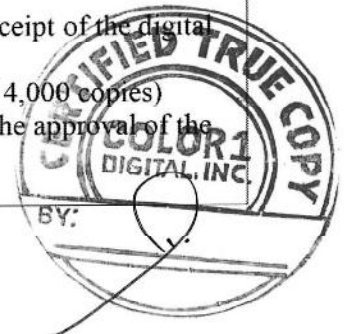
The delivery schedule stipulates hereafter the date of delivery to the project site.

<b>Item/Description</b>	<b>Delivery Schedule</b>
2021 People's Budget Quick Glance	<p><b>English Version</b></p> <ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-BITS</li> <li>• Full Delivery: 1,000 copies Within three (3) working days after the approval of the printer's proof</li> </ul> <p><b>Tagalog Version</b></p> <ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-BITS</li> <li>• Full Delivery: 1,000 copies Within three (3) working days after the approval of the printer's proof</li> </ul> <p><b>Cebuano Version</b></p> <ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-BITS</li> <li>• Full Delivery: 1,000 copies Within three (3) working days after the approval of the printer's proof</li> </ul>
2020 People's Implemented Budget	<ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from DBM-BITS</li> <li>• Full Delivery: 2,000 copies Within three (3) working days after the approval of the printer's proof</li> </ul>
2021 DBM Bulletin	<ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from DBM-BITS</li> <li>• Delivery Per Quarter: 1000 copies (Total 4,000 copies) Within three (3) working days after the approval of the printer's proof</li> </ul>

*S. Blay*  
**SARAH BLANCA DE JESUS**  
 ACCOUNT EXECUTIVE

30

**COMPLY**



Item/Description	Delivery Schedule
PFM Brochure on the Budget Reform Program	<ul style="list-style-type: none"> <li>• Submission of Printer's Proof: Within two (2) working days after receipt of the digital file from the DBM-FPRB (PFM UNIT)</li> <li>• Full Delivery: 5,000 copies Within seven (7) working days after the approval of the printer's proof</li> </ul>

\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

**COLOR1DIGITAL, INC.**

**SARAH BLANCA DE JESUS**

**DECEMBER 17, 2020**

Name of Company/Bidder

Signature Over-Printed Name of Representative

Date

**COMPLY**



## Section VII. Technical Specifications

**Lot 2: Printing of Various DBM Information Materials, as follows:**

- a. 2021 People's Budget Quick Glance (English, Tagalog and Cebuano)
- b. 2020 People's Implemented Budget
- c. 2021 DBM Bulletin
- d. PFM Brochure for the Budget Reform Program

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Publication Type	Quantity	Size	No. of pages (excluding cover)	Cover	Inside	Binding/Fold	Statement of Compliance
2021 People's Budget with Quick Glance (English)	A total of 1,000 copies	A4	1 sheet (back-to-back)	Color: 4x 4 Paper: C2S 120 lbs.	N/A	Fold: Tri-fold	COMPLY
2021 People's Budget with Quick Glance (Tagalog)	A total of 1,000 copies	A4	1 sheet (back-to-back)	Color: 4x 4 Paper: C2S 120 lbs.	N/A	Fold: Tri-fold	COMPLY
2021 People's Budget with Quick Glance (Cebuano)	A total of 1,000 copies	A4	1 sheet (back-to-back)	Color: 4x 4 Paper: C2S 120 lbs.	N/A	Fold: Tri-fold	COMPLY
2020 People's Implemented Budget	A total of 2,000 copies	15" x 20.5"	1 sheet (back-to-back)	Color: 4x 4 Paper: C2S 180 lbs. with matte lamination	N/A	Fold: French Fold	COMPLY
2021 DBM Bulletin	Total of 4,000 copies (1,000 copies per Quarter)	A4	12 pages including cover	Self-Cover 4 colors Matte 70 lbs.	Matte 70 lbs. 4x4	Binding: Saddle Stitch	COMPLY

**COMPLY**

*Sarah Blanca de Jesus*  
**SARAH BLANCA DE JESUS**  
**ACCOUNT EXECUTIVE**



PFM Brochure	Total of 5,000 copies	5.875"x8.25" (folded size, 1 fold) 11.75"x8.25" (spread size)	8 pages including cover	Matteboard 220 lbs., with Matte lamination	C2S Matte 90 gsm Colored Printing/Full Color CTP/Offset Printing	Binding: Saddle Stitch	<b>COMPLY</b>
--------------	-----------------------	--	-------------------------	--	--	------------------------	---------------

Note: Printing press should have at least a two-color machine and facilities for binding and cutting within the printing plant.

**I hereby certify to comply with all the above Technical Specifications.**

COLOR1DIGITAL, INC.

SARAH BLANCA DE JESUS

DECEMBER 17, 2020

Name of Company/Bidder

Signature

Over Printed Name of Representative

Date

**COMPLY**



## ***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 2016 Revised IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></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 the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Thea Marie Corinne Palarca, Administrative Service / Director Vivien Labastilla, Budget Information and Training Service/ Director Yolanda Reyes, Fiscal Planning and Reforms Bureau.</p> <p><b>Incidental Services</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>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.</li> </ul> <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><b>Packaging</b></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  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><b>Transportation</b></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><b>Intellectual Property Rights</b></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	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.</li> </ul>
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> </ul>

	<ul style="list-style-type: none"> <li>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</li> <li>c. The end-user may require the winning bidder to replace 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 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</li> </ul>
--	---



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**MS. SARAH BLANCA DE JESUS**

Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus**:

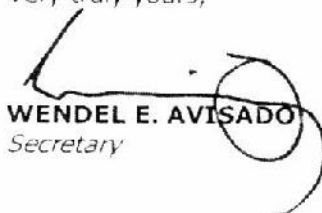
We are pleased to inform you that the contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 2 - Printing of Various DBM Information Materials)," is hereby awarded to Color1Digital, Inc. in the amount of P165,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

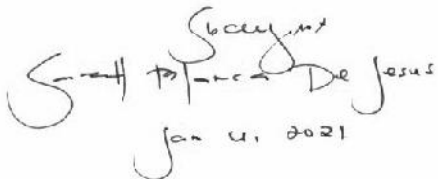
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

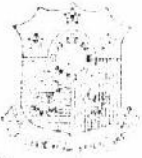
  
**WENDEL E. AVISADO**  
Secretary



  
Jan 4, 2021



**OFFICIAL RECEIPT**  
OF THE REPUBLIC OF THE PHILIPPINES



No 5911299 Q

NAME, OFFICE, PROVINCE, CITY/MUNICIPALITY

DATE OF RECEIPT

JAN. 14, 2021

FROM

COLONY DIGITAL, INC.

NATURE OF CONTRIBUTION	DATE AND AMOUNT PAID	REMARKS
PAYMENT OF PERFORMANCE BONDS FOR THE PROJECT "PRINTING & DELIVERY OF VARIOUS DBM PUBLICATIONS" LOT 2	13,520 /	
TOTAL	13,520 /	

Amount in Words

THIRTEEN THOUSAND FIVE HUNDRED

TWENTY PESOS ONLY

Received { ☐ Cash  
☐ Treasury Warrant  
☒ Check  
☐ Money Order

RECEIVED the amount stated  
above

Treasury Warrant, Check, Money  
Order Number

000000/132

Type of Treasury Warrant,  
Check, Money Order

1/13/2021

*[Signature]*  
JULIANA S. T. SM  
COLLECTING OFFICER

NOTE Write the number and date of this receipt on the back  
of treasury warrant, check or money order received.

"ipakita sa mundo, umaasenso na tayo".

**CONTRACT No. 2021-06**  
**PRINTING AND DELIVERY OF VARIOUS DBM PUBLICATIONS AND**  
**INFORMATION MATERIALS (LOT 3 - PRINTING OF THE 85<sup>TH</sup> DBM**  
**ANNIVERSARY SOUVENIR PROGRAM)**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**COLOR1DIGITAL, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2321 Marconi Street, San Isidro, Makati City, represented by **ITS AUTHORIZED REPRESENTATIVE, SARAH BLANCA DE JESUS**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 3 - Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program)," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of Two Hundred Seventy Thousand Four Hundred Pesos (P270,400.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last January 6, 2021, and the Supplier posted its performance security in the form of a Manager's Check on January 14, 2021, in the amount of Thirteen Thousand Five Hundred Twenty Pesos (P 13,520.00);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award

⑤

G - Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Printing and Delivery of Various DBM Publications and Information Materials (Lot 3 - Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program), and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Printing and Delivery of Various DBM Publications and Information Materials (Lot 3 - Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program), and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

by:

  
**WENDEL E. AVISADO**  
*Secretary*




**COLOR1DIGITAL, INC.**

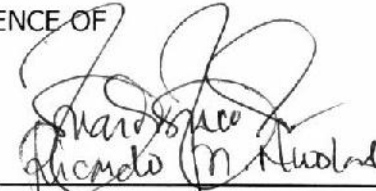
by:

  
**SARAH BLANCA DE JESUS**  
*Authorized and Designated  
Representative*

SIGNED IN THE PRESENCE OF

  
**VIVIEN V. LABASTILLA**  
*OIC-Director IV*

Budget Information and Training Service

  
**Witness Signature**

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

# MANILA

es on this FEB 02 2021

WITNESS MY HAND AND SEAL this 15 day of FEB, 2021.

Doc. No. 107;  
Page No. 22;  
Book No. 41;  
Series of 2021.

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

**BID FORM**

Date : **December 17, 2020**

Project Identification No. : **DBM-2021-10**

To: **DEPARTMENT OF BUDGET AND MANAGEMENT**  
**DBM BLDG. III, GENERAL SOLANO ST.**  
**SAN MIGUEL, MANILA**

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [ **1** ], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Lot 3: Printing of 85<sup>th</sup> DBM Anniversary Souvenir Program** in conformity with the said PBDs for the sum of **TWO HUNDRED SEVENTY THOUSAND FOUR HUNDRED PESOS ONLY (PHP 270,400.00)** 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: **Value Added Tax** which are itemized herein or in the Price Schedules.

Particulars	Quantity	Unit Cost	Total Price (inclusive of VAT)
85 <sup>th</sup> DBM ANNIVERSARY SOUVENIR PROGRAM	1,300 copies	PHP 208.00	PHP 270,400.00
<b>Total</b>			<b>PHP 270,400.00</b>

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.

*Sergio S. De Jesus*  
*Sergio S. De Jesus*  
Account Executive



Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>

(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.

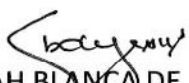
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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 COLOR1DIGITAL,INC. as evidenced by the attached SECRETARY'S CERTIFICATE.

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 17 day of DECEMBER, 2020.

  
SARAH BLANCA DE JESUS  
 [signature]

ACCOUNT EXECUTIVE  
 [in the capacity of]

Duly authorized to sign Bid for and on behalf of : COLOR1DIGITAL,INC.



## ***Section VI. Schedule of Requirements (Revised)***

### **Lot 3: Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program**

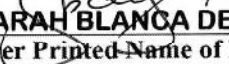
The delivery schedule stipulates hereafter the date of delivery to the project site.

<b>Item/Description</b>	<b>Delivery Schedule</b>
85 <sup>th</sup> DBM Anniversary Souvenir Program	<ul style="list-style-type: none"><li>• Submission of Printer's Proof Within five (5) working days after receipt of the digital file from the DBM-BITS</li><li>• First Delivery: 300 copies Within twelve (12) working days after the approval of the printer's proof</li><li>• Second Delivery: 1,000 copies Within twenty-five (25) working days after the approval of the printer's proof</li></ul>

\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

**COLOR1DIGITAL, INC.**  
Name of Company/Bidder

  
**SARAH BLANCA DE JESUS**  
Signature Over Printed Name of Representative

**DECEMBER 17, 2020**  
Date

**COMPLY**



## Section VII. Technical Specifications

### Lot 3: Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Publication Type	Quantity	Size	No. of pages (excluding cover)	Cover	Inside	Binding/Fold	Statement of Compliance
Souvenir Program (Coffee table book)	Total of 1,300 copies	9"x12" (landscape)	±120 pages	4x4 C2S 120 lbs., with matte and UV one side lamination on #30 paste board	C2S 100 lbs., 4 x 4	Smythe-sewn Hard Bound	<b>COMPLY</b>

Note: Printing press should have at least a two-color machine and facilities for binding and cutting within the printing plant.

**I hereby certify to comply with all the above Technical Specifications.**

COLOR1DIGITAL, INC.

SARAH BLANCA DE JESUS

DECEMBER 17, 2020

Name of Company/Bidder

Signature Over

Printed Name of Representative

Date

**COMPLY**





## ***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 2016 Revised IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></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 the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Thea Marie Corinne Palarca, Administrative Service / Director Vivien Labastilla, Budget Information and Training Service/ Director Yolanda Reyes, Fiscal Planning and Reforms Bureau.</p> <p><b>Incidental Services</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>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.</li> </ul> <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><b>Packaging</b></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  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><b>Transportation</b></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><b>Intellectual Property Rights</b></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	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.</li> </ul>
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> </ul>

	<p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace 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 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
--	--





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**MS. SARAH BLANCA DE JESUS**

Color1Digital, Inc.  
2321 Marconi Street  
San Isidro, Makati City

Dear **Ms. De Jesus**:

We are pleased to inform you that the contract for the Project, "Printing and Delivery of Various DBM Publications and Information Materials (Lot 3 - Printing of the 85<sup>th</sup> DBM Anniversary Souvenir Program)," is hereby awarded to Color1Digital, Inc. in the amount of P270,400.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
*Secretary*



*Sarah Blanca De Jesus*  
*Jan 11, 2021*

# OFFICIAL RECEIPT OF THE REPUBLIC OF THE PHILIPPINES



No. 5911300 Q

LOCAL, OFFICE, PROVINCE, CITY/MUNICIPALITY

DATE OF RECEIPT  
JAN. 14, 2021

PAYOR

COLCR/DIGITAL, INC.

NATURE OF COLLECTION

AMOUNT AND  
CURRENCY

DATE

PAYMENT OF PERFORMANCE ₱ 250 ✓  
BONDS FOR THE PROJECT  
PRINTING & DELIVERY OF  
VARIOUS LRM PUBLICATIONS  
"LOT 3"

TOTAL

₱ 250 ✓

Amount In Words

EIGHT THOUSAND TWO HUNDRED

FIFTY PESOS ONLY

RECEIVED

- ☐ Cash
- ☐ Treasury Warrant
- ☒ Check
- ☐ Money Order

RECEIVED the amount stated  
Above

Treasury Warrant, Check, Money  
Order Number

000000/1131

Date of Treasury Warrant,  
Check, Money Order

1/13/2021

✓  
P. LOPEZ F. CH  
COLLECTING OFFICER

NOTE: Write the number and date of this receipt on the back  
of treasury warrant, check or money order received.

"Ipakita sa mundo, untaasensu na tayo".