PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Early Procurement of FY 2022 Common Office Supplies, Materials, and Equipment

Bid Reference Number for Lot 1: G-2021-007-L1 Bid Reference Number for Lot 2: G-2021-007-L2

> Sixth Edition July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Section II. Instructions to Bidders	Gloss	ary of Acronyms, Terms, and Abbreviations	4
1. Scope of Bid	Sectio	n I. Invitation to Bid	7
1. Scope of Bid	Sectio	n II. Instructions to Bidders	10
3. Bidding Requirements 11 4. Corrupt, Fraudulent, Collusive, and Coercive Practices 11 5. Eligible Bidders 12 6. Origin of Goods 13 7. Subcontracts 13 8. Pre-Bid Conference 13 9. Clarification and Amendment of Bidding Documents 13 10. Documents comprising the Bid: Eligibility and Technical Components 13 11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 22. Advance Payment and Terms of Payment 17 23. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 <td< th=""><th></th><th></th><th></th></td<>			
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 11 5. Eligible Bidders	2.	Funding Information	11
5. Eligible Bidders. 12 6. Origin of Goods 13 7. Subcontracts 13 8. Pre-Bid Conference 13 9. Clarification and Amendment of Bidding Documents 13 10. Documents comprising the Bid: Eligibility and Technical Components 13 11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the	3.	Bidding Requirements	11
6. Origin of Goods 13 7. Subcontracts 13 8. Pre-Bid Conference 13 9. Clarification and Amendment of Bidding Documents 13 10. Documents comprising the Bid: Eligibility and Technical Components 13 11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 22. Section II. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Pe	4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	11
7. Subcontracts 13 8. Pre-Bid Conference 13 9. Clarification and Amendment of Bidding Documents 13 10. Documents comprising the Bid: Eligibility and Technical Components 13 11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 22. Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5.<	5.	Eligible Bidders	12
8. Pre-Bid Conference 13 9. Clarification and Amendment of Bidding Documents 13 10. Documents comprising the Bid: Eligibility and Technical Components 13 11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liabilit	6.	Origin of Goods	13
9. Clarification and Amendment of Bidding Documents 13 10. Documents comprising the Bid: Eligibility and Technical Components 13 11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 22. Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. <t< td=""><td>7.</td><td>Subcontracts</td><td> 13</td></t<>	7.	Subcontracts	13
10. Documents comprising the Bid: Eligibility and Technical Components 13 11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 22. Section IV. General Conditions of Contract 20 1. Scope of Contract 20 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section VI. Schedule of Requirements 28 Section VII. Technical Specifi	8.	Pre-Bid Conference	13
11. Documents comprising the Bid: Financial Component 14 12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section IV. General Conditions of Contract 20 1. Scope of Contract 20 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	9.	Clarification and Amendment of Bidding Documents	13
12. Bid Prices 14 13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section IV. General Conditions of Contract 20 1. Scope of Contract 20 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	10.	Documents comprising the Bid: Eligibility and Technical Components	13
13. Bid and Payment Currencies 15 14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 20 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	11.	Documents comprising the Bid: Financial Component	14
14. Bid Security 15 15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	12.	Bid Prices	14
15. Sealing and Marking of Bids 15 16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section IV. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 20 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	13.	Bid and Payment Currencies	15
16. Deadline for Submission of Bids 15 17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	14.	Bid Security	15
17. Opening and Preliminary Examination of Bids 16 18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	15.	Sealing and Marking of Bids	15
18. Domestic Preference 16 19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	16.	Deadline for Submission of Bids	15
19. Detailed Evaluation and Comparison of Bids 16 20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	17.	Opening and Preliminary Examination of Bids	16
20. Post-Qualification 17 21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	18.	Domestic Preference	16
21. Signing of the Contract 17 Section III. Bid Data Sheet 18 Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	19.	Detailed Evaluation and Comparison of Bids	16
Section III. Bid Data Sheet18Section IV. General Conditions of Contract201. Scope of Contract212. Advance Payment and Terms of Payment213. Performance Security214. Inspection and Tests215. Warranty226. Liability of the Supplier22Section V. Special Conditions of Contract23Section VI. Schedule of Requirements28Section VII. Technical Specifications29	20.	Post-Qualification	17
Section IV. General Conditions of Contract 20 1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	21.	Signing of the Contract	17
1.Scope of Contract212.Advance Payment and Terms of Payment213.Performance Security214.Inspection and Tests215.Warranty226.Liability of the Supplier22Section V. Special Conditions of Contract23Section VI. Schedule of Requirements28Section VII. Technical Specifications29	Sectio	n III. Bid Data Sheet	18
1. Scope of Contract 21 2. Advance Payment and Terms of Payment 21 3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	Sectio	n IV. General Conditions of Contract	20
3. Performance Security 21 4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	1.	Scope of Contract	21
4. Inspection and Tests 21 5. Warranty 22 6. Liability of the Supplier 22 Section V. Special Conditions of Contract 23 Section VI. Schedule of Requirements 28 Section VII. Technical Specifications 29	2.	Advance Payment and Terms of Payment	21
5. Warranty	3.	Performance Security	21
6. Liability of the Supplier	4.	Inspection and Tests	21
Section V. Special Conditions of Contract	5.	Warranty	22
Section VI. Schedule of Requirements28 Section VII. Technical Specifications29	6.	Liability of the Supplier	22
Section VI. Schedule of Requirements28 Section VII. Technical Specifications29	Sectio	n V. Special Conditions of Contract	23
Section VII. Technical Specifications29		_	
-			
		-	

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines

Department of Education

Cordillera Administrative Region
SCHOOLS DIVISION OFFICE OF ABRA

INVITATION TO BID FOR

Early Procurement of FY 2022 Common Office Supplies, Materials, and Equipment

Bid Reference Number for Lot 1: G-2021-007-L1 Bid Reference Number for Lot 1: G-2021-007-L2

- 1. The Department of Education, Cordillera Administrative Region, Schools Division Office of Abra (DepEd CAR-SDO Abra), through the National Expenditure Program (NEP) intends to apply the sum of Eight Hundred Sixty Eight Thousand One Hundred Ninety Five Pesos and Seventy Five Centavos (868,195.75) for Lot 1 with Bid Reference Number: G-2021-007-L1 and One Hundred Forty Six Thousand Three Hundred Eighty Three Pesos and Sixty Centavos (146,383.60) for Lot 2 with Bid Reference Number G-2021-007-L2 being the **ABC** to payments under the for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
- 2. The *DepEd CAR-SDO Abra* now invites bids for the above Procurement Project. Delivery of the Goods for both lots is required as follows:

1st Quarter – within 15 calendar days after receipt of the Notice to Proceed

2nd Ouarter – within April 4-8, 2022

3rd Quarter – within July 4-8, 2022

4th Quarter – within October 3-7, 2022

Bidders should have completed, within *one* (1) year from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *DepEd CAR-SDO Abra* and inspect the Bidding Documents at the address given below during *Mondays to Fridays*, 8:00 am to 5:00 pm except during Holidays.

- 5. A complete set of Bidding Documents may be acquired by interested Bidders on December 17, 2021 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos (Php 1000) for Lot 1 and Five Hundred Pesos (Php 500) for Lot 2. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
- 6. The *DepEd CAR-SDO Abra* will hold a Pre-Bid Conference¹ on *December 23, 2021* at *the Conference Hall, 3rd Floor, of DepEd CAR-SDO Abra* and/or through video conferencing or webcasting *via google meet,* which shall be open to prospective bidders. Link for the video conference will be provided to interested bidder upon request.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *January 5*, 2022, 9 o'clock in the morning. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *January 5*, 2022, 9 o'clock at the given address below *and*/or via *google meet*. Link will be provided to interested bidders upon request. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *DepEd CAR-SDO Abra* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

AGNEDA T. PRINCER

Department of Education, Cordillera Administrative Region Schools Division Office of Abra Actividad Economia Street, Zone 2, Bangued, Abra, 2800 Email address: agneda.pricer@deped.gov.ph

Contact Number: 09173032547

12. You may visit the following websites:

For downloading of Bidding Documents: http://depedabra.com/

Date of Issue: December 17, 2021

SAMUEL T. EGSAEN JR., EdD._ BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Department of Education, Cordillera Administrative Region, Schools Division Office of Abra (DepEd CAR-SDO Abra) wishes to receive Bids for the Early Procurement of FY 2022 Common Office Supplies, Materials, and Equipment

The Procurement Project (referred to herein as "Project") is composed of *two* (2) *lots*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2022 in the amount of Eight Hundred Sixty-Eight Thousand One Hundred Ninety-Five Pesos and Seventy-Five Centavos (868,195.75) for Lot 1 with Bid Reference Number: G-2021-007-L1 and One Hundred Forty-Six Thousand Three Hundred Eighty-Three Pesos and Sixty Centavos (146,383.60) for Lot 2 with Bid Reference Number G-2021-007-L2

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *one* (1) year as provided in the **IB** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the

Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 days upon the effectivity of the Notice to Proceed*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit three copies (1 original and 2 xerox copy) of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and at its physical address as indicated in the **IB**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
3.3	a. Supply and Delivery of Office Supplies, Materials, and Equipment				
	b. completed within one (1) year prior to the deadline for the submission and receipt of bids.				
7.1	Subcontracting is not allowed				
12	The price of the Goods shall be quoted DDP <i>Department of Education-Schools Division Office of Abra</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond. 				
19.3	Descriptions of the lots or items Refer to the attached list of items				
20.2	Additional required licenses and permits				
	NONE				
21.2	Additional contract documents relevant to the Project				
	NONE				

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

Special Conditions of Contract						
GCC Clause						
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]					
	Delivery and Documents –					
For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "Cl and other trade terms used to describe the obligations of the parties the meanings assigned to them by the current edition of INC published by the International Chamber of Commerce, Paris. The terms of this Contract shall be as follows:						
	[For Goods supplied from within the Philippines, state:] "The delivery to applicable to this Contract are delivered to Department of Education, Cord. Administrative Region, Schools Division Office of Abra, Actividad Econ. Street, Zone 2, Bangued, Abra. Risk and title will pass from the Supplier to Procuring Entity upon receipt and final acceptance of the Goods at their destination."					
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).					
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Merly B. Bargas</i> .					
	Incidental Services –					
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:					
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 					

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Spare Parts -

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

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *one* (1) *year*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

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

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. "The terms of payment shall be per quarter every after complete delivery of goods. The inspections and tests that will be conducted are: functionality of materials

2.2

4

and compliance to specifications.

Section VI. Schedule of Requirements

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

Project Title: Early Procurement of FY 2022 Common Office Supplies, Materials, and Equipment

Bid Reference Number for Lot 1: G-2021-007-L1

Refer to the attached list of items to be delivered per quarter for the Item Number, Description, and Quantity. Delivery periods shall be as follows:

1st Quarter – within 15 calendar days after receipt of the Notice to Proceed

2nd Quarter – within April 4-8, 2022

3rd Quarter – within July 4-8, 2022

4th Quarter – within October 3-7, 2022

Bid Reference Number for Lot 2: G-2021-007-L2

Refer to the attached list of items to be delivered per quarter for the Item Number, Description, and Quantity. Delivery periods shall be as follows:

1st Quarter – within 15 calendar days after receipt of the Notice to Proceed

2nd Quarter – within April 4-8, 2022

3rd Quarter – within July 4-8, 2022

4th Ouarter – within October 3-7, 2022

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications-Lot 1

Item	Specification	Statement of Compliance		
[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]				
1.	BATTERY, dry Cell, 9 volts			
2.	Brother Refill Ink, ink code BT500, Black			
3.	Brother Refill Ink, ink code BT500, Cyan			
4.	Brother Refill Ink, ink code BT500, Magenta			
5.	Brother Refill Ink, ink code BT500, Yellow			
6.	CANON INK REFILL, GI 790 (set: black, cyan, magenta, yellow)			
7.	Certificate Paper, 8.5" x 11" (short), 180-200 gsm, white, 100 pcs in one pack			
8.	Certificate Paper, A4, 180-200 gsm, white, 100 pcs in one pack			
9.	duct tape, 2 inch, red, 10 yards in one roll			
10.	Epson Refill Ink, ink code 003, Black			
11.	Epson Refill Ink, ink code 003, Cyan			
12.	Epson Refill Ink, ink code 003, Magenta			
13.	Epson Refill Ink, ink code 003, Yellow			
14.	Expanding Folder, Long, Blue			
15.	Expanding Folder, Long, Red			
16.	Expanding Folder, Long, Yellow			
17.	Extension wire, 10 meters with 4 universal power sockets			

18.	Extension wire, 5 meters with universal power socket	
19.	File Rack, 2-layer, screen	
20.	FLASH DRIVE, 32 GB	
21.	Foot RAGS, all cotton	
22.	Glue stick paste, 21g	
23.	Morroco board Paper, 230 gsm, A4, cream, 100 sheets per ream	
24.	Morroco board Paper, 230 gsm, A4, red, 100 sheets per ream	
25.	Morroco board Paper, 230 gsm, Long, cream, 100 sheets per ream	
26.	MOUSE, WIRELESS, USB	
27.	Multifunctional Printer with integraged/built-in tank and ADF (Print: Colored)	
28.	Oslo Paper, A4	
29.	Plastic Cover for Books, Guage #4	
30.	Push Pin, 100 pcs in one box	
31.	PVC Binding Cover, 200 microns, A4, 100 pcs in one ream	
32.	RING BINDER, plastic, 32mm	
33.	Sign tabs with note as "Please sign here", 5 colors in one pack, 20 pcs per color	
34.	Sponge	
35.	Sticker paper, matte, A4, 10 sheets per pack	
36.	UNINTERRUPTIBLE POWER SUPPLY (UPS)	

Technical Specifications-Lot 2

Item	Specification	Statement of Compliance		
[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]				
1.	Duplo Ink, DA14			
2.	Duplo Master Roll, DRA 12			
3.	Toner 118			
4.	Toner TN116			

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Class A Documents						
<u>Legal Documents</u>						
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);					
(b)	or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,					
(c)	and Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;					
(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).					
Technical Documents Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Note: Copies of the corresponding notice of award and or notices to proceed must be attached); and						
Use the Template below for uniformity: Statement of Ongoing government and Private Contracts						
Owner's Name and Address:						
	Name of the Contract	Date of the Contract	Contract Duration	Kinds of Goods/Servi ce	Amount of Contract	Value of Outstanding Contracts
		Nai	me and Signa	ature of the Bi	dder	
	sim in S 918 Do	nilar to the con Sections 23.4. 34, within the cuments, Sul	ntract to be bi 1.3 and 23.4 he relevant omit also the	id, except und .2.4 of the 20 period as p e following:	ler condition 16 revised la brovided in 1. Photoc	ontract (SLCC) ns provided for IRR of RA No. the Bidding copy of Single der: and 2

Corresponding proof of completion, which could be either Certificate of Final Acceptance/Completion from bidder's Client or Official receipt of the bidder covering the full amount of the contract; **and**

Use the Template below for uniformity:

Statement of Single Largest Completed Contracts (SLCC)

Owner's Name and Address:

Name of	Date	of	Contract	Kinds of	Amount	Amount of	Date of
the	the		Duration	Goods/	of	Completed	completion or
Contract	Contra	ct		Service	Contract	Contract	delivery
							(Attach
							Purchase
							Order)

Name and Signature of the Bidder

(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
	or
	Original copy of Notarized Bid Securing Declaration; and
(h)	Conformity with the Technical Specifications, which may include
	production/delivery schedule, manpower requirements, and/or after-
	sales/parts, if applicable; and
(i)	Original duly signed Omnibus Sworn Statement (OSS);
	and if applicable, Original Notarized Secretary's Certificate in case of a
	corporation, partnership, or cooperative; or Original Special Power of
	Attorney of all members of the joint venture giving full power and authority
	to its officer to sign the OSS and do acts to represent the Bidder.
	*Tachnical Decuments shall have a table of contents and takkings
	*Technical Documents shall have a table of contents and tabbings
	*Number of copies of Technical Component in Separate Envelope:

- ✓ One (1) Original copy; and
- ✓ Two (2) Photocopy (must be readable)

Financial Documents

(j)	The Supplier's audited financial statements, showing, among others, the
_	Supplier's total and current assets and liabilities, stamped "received" by the
	BIR or its duly accredited and authorized institutions, for the preceding
	calendar year which should not be earlier than two (2) years from the date of
	bid submission; and
(1-)	The second district of the first of the firs

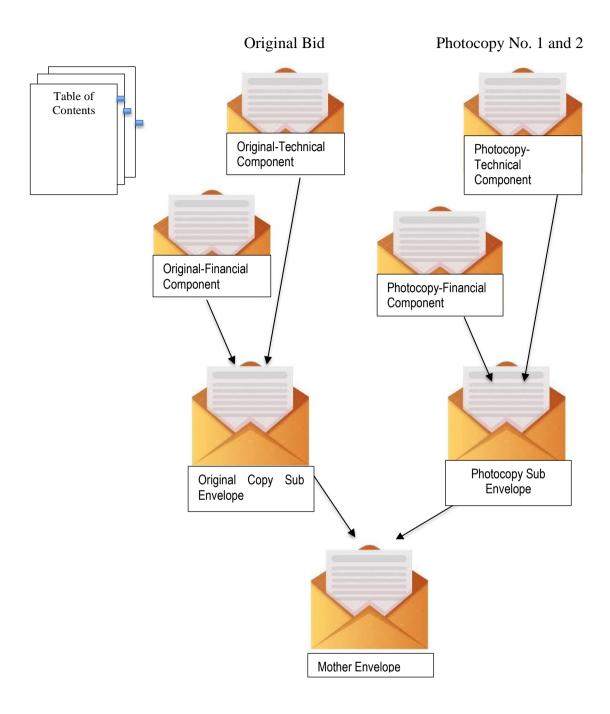
(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

		Class "B" Documents
	(l)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
		<u>or</u>
		duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
		that the blu is successful.
II.	FINANC	IAL COMPONENT ENVELOPE
		Original of duly signed and accomplished Financial Bid Form; and
	(n)	Original of duly signed and accomplished Price Schedule(s).
	Other do	cumentary requirements under RA No. 9184 (as applicable)
	(0)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government
		office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
	(p)	Certification from the DTI if the Bidder claims preference as a Domestic
	<u> </u>	Bidder or Domestic Entity.
		*Financial Documents shall have a table of contents and tabbings
		*Number of copies of Technical Component in Separate Envelope:
		✓ One (1) Original copy; and
		Two (2) Photocopy (must be readable)
		· · · · · · · · · · · · · · · · · · ·

Envelope Sealing Illustrations



All front part of the envelope shall contain the signature of the Bidder while the back part shall contain the following:

- Original copy or Photocopy of Technical Component or Financial Component
- Lot Number and Title
- Name of Business and Name of Bidder

FORMS

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM
Date :
Project Identification No.:
To: Department of Education, Cordillera Administrative Region (DepEd CAR)
Cabaala Divisian Office of Abra
Schools Division Office of Abra
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
 a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
 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.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of of agentCurrencyCommission or gratuity
(if none, state "None")]

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

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

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

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

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

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

Bid Securing Declaration Form

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

REPUBLIC DE LEE PHILIPPINIES)	
REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S.	

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

To: Department of Education, Cordillera Administrative Region
Schools Division Office of Abra

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)	
CITY/MUNICIPALITY OF) S.S.	

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract:
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

[Jurat]

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

Affiant

[Jurat]

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

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

For Goods Offered from Within the Philippines

Name	e of Bidder				Projec	t ID No	F	Page	_of	
1	2	3	4	5	6	7	8	9	10	
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)	
	Name:									
Legal	Capacity:									
Signa	ature:									

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

Lot 1 - List of Items to be Delivered for Quarter 1

Item No.	Unit	Item Description	Qty.	Unit Cost	Total Cost		
1	pack	BATTERY, dry Cell, 9 volts	24	150	3,600.00		
2	bundle	Foot RAGS, all cotton	30	45	1,350.00		
3	pack	Sponge	10	29	290.00		
4	unit	MOUSE, WIRELESS, USB	10	154	1,540.00		
5	bundle	RING BINDER, plastic, 32mm	5	263.77	1,318.85		
6	unit	UNINTERRUPTIBLE POWER SUPPLY (UPS)	10	5000	50,000.00		
7	pack	Certificate Paper, 8.5" x 11" (short), 180- 200 gsm, white, 100 pcs in one pack					
8	pack	Certificate Paper, A4, 180-200 gsm, white, 100 pcs in one pack	10	550	5,500.00		
9	рс	Extension wire, 5 meters with universal power socket	7	770	5,390.00		
10	рс	Extension wire, 10 meters with 4 universal power sockets	1 / 11000				
11	pcs	Expanding Folder, Long, Red	100	16.5	1,650.00		
12	pcs	Expanding Folder, Long, Blue	100	16.5	1,650.00		
13	pcs	Expanding Folder, Long, Yellow	100	16.5	1,650.00		
14	unit	Multifunctional Printer with integraged/built-in tank and ADF (Print: Colored)	5	14925	74,625.00		
15	roll	duct tape, 2 inch, red, 10 yards in one roll	5	110	550.00		
16	pcs	FLASH DRIVE, 32 GB	15	385	5,775.00		
17	ream	Oslo Paper, A4	2	275	550.00		
18	box	Push Pin, 100 pcs in one box	2	66	132.00		
19	roll	Plastic Cover for Books, Guage #4	1	921.59	921.59		
20	рс	File Rack, 2 layer, screen	1	700	700.00		
21	pcs	Glue stick paste, 21g	10	38.5	385.00		
22	pack	Sticker paper, matte, A4, 10 sheets per pack	5	66	330.00		
23	ream	PVC Binding Cover, 200 microns, A4, 100 pcs in one ream	1	275	275.00		
24	bottle	Epson Refill Ink, ink code 003, Cyan	30	350	10,500.00		
25	bottle	Epson Refill Ink, ink code 003, Magenta	30	350	10,500.00		
26	bottle	Epson Refill Ink, ink code 003, Yellow	30	350	10,500.00		
27	bottle	Epson Refill Ink, ink code 003, Black	30	350	10,500.00		
28	set	CANON INK REFILL, GI 790 (set: black, cyan, magenta, yellow)	10	1760	17,600.00		
		Total ABC			224,182.44		

Lot 1 - List of Items to be Delivered for Quarter 2

Item No.	Unit	Item Description	Qty.	Unit Cost	Total Cost
1	pack	BATTERY, dry Cell, 9 volts	24	150.00	3,600.00
2	unit	MOUSE, WIRELESS, USB	10	154.00	1,540.00
3	bundle	RING BINDER, plastic, 32mm	5	263.77	1,318.85
4	pack	Certificate Paper, 8.5" x 11" (short), 180-200 gsm, white, 100 pcs in one pack	10	550.00	5,500.00
5	pack	Certificate Paper, A4, 180-200 gsm, white, 100 pcs in one pack	10	660.00	6,600.00
6	unit	Multifunctional Printer with integraged/built-in tank and ADF (Print: Colored)	4	14,925.00	59,700.00
7	roll	duct tape, 2 inch, red, 10 yards in one roll	5	110.00	550.00
8	pack	Sign tabs with note as " Please sign here", 5 colors in one pack, 20 pcs per color	50	44.00	2,200.00
9	ream	Oslo Paper, A4	2	275.00	550.00
10	box	Push Pin, 100 pcs in one box	5	66.00	330.00
11	pcs	Glue stick paste, 21g	10	38.50	385.00
12	pack	Sticker paper, matte, A4, 10 sheets per pack	5	66.00	330.00
13	bottle	Epson Refill Ink, ink code 003, Cyan	45	385.00	17,325.00
14	bottle	Epson Refill Ink, ink code 003, Magenta	45	385.00	17,325.00
15	bottle	Epson Refill Ink, ink code 003, Yellow	45	385.00	17,325.00
16	bottle	Epson Refill Ink, ink code 003, Black	80	385.00	30,800.00
17	set	CANON INK REFILL, GI 790 (set: black, cyan, magenta, yellow)	10	1,936.00	19,360.00
18	bottle	Brother Refill Ink, ink code BT500, Black	25	385.00	9,625.00
19	bottle	Brother Refill Ink, ink code BT500, Cyan	10	385.00	3,850.00
20	bottle	Brother Refill Ink, ink code BT500, Magenta	10	385.00	3,850.00
21	bottle	Brother Refill Ink, ink code BT500, Yellow	10	385.00	3,850.00
22	рс	Extension wire, 10 meters with 4 universal power sockets	8	1,100.00	8,800.00
23	ream	Morroco board Paper, 230 gsm, A4, red, 100 sheets per ream	1	550.00	550.00
24	ream	Morroco board Paper, 230 gsm, A4, cream, 100 sheets per ream	2	550.00	1,100.00
25	ream	Morroco board Paper, 230 gsm, Long, cream, 100 sheets per ream	2	659.89	1,319.78
		Total ABC			217,683.63

Lot 1 - List of Items to be Delivered for Quarter 3

Item No.	Unit	Item Description	Qty.	Unit Cost	Total Cost
1	pack	BATTERY, dry Cell, 9 volts	24	150.00	3,600.00
2	unit	MOUSE, WIRELESS, USB	10	154.00	1,540.00
3	bundle	RING BINDER, plastic, 32mm	5	263.77	1,318.85
4	pack	Certificate Paper, 8.5" x 11" (short), 180-200 gsm, white, 100 pcs in one pack	10	550.00	5,500.00
5	pack	Certificate Paper, A4, 180-200 gsm, white, 100 pcs in one pack	10	600.00	6,000.00
6	pcs	Expanding Folder, Long, Red	97	15.00	1,455.00
7	pcs	Expanding Folder, Long, Blue	100	15.00	1,500.00
8	pcs	Expanding Folder, Long, Yellow	100	15.00	1,500.00
9	unit	Multifunctional Printer with integraged/built-in tank and ADF (Print: Colored)	3	14925.00	44,775.00
10	roll	duct tape, 2 inch, red, 10 yards in one roll	4	110.00	440.00
11	pack	Sign tabs with note as " Please sign here", 5 colors in one pack, 20 pcs per color	47	44.00	2,068.00
12	ream	Oslo Paper, A4	1	275.00	275.00
13	box	Push Pin, 100 pcs in one box	2	66.00	132.00
14	pcs	Glue stick paste, 21g	10	38.50	385.00
15	bottle	Epson Refill Ink, ink code 003, Cyan	45	385.00	17,325.00
16	bottle	Epson Refill Ink, ink code 003, Magenta	45	385.00	17,325.00
17	bottle	Epson Refill Ink, ink code 003, Yellow	45	385.00	17,325.00
18	bottle	Epson Refill Ink, ink code 003, Black	80	385.00	30,800.00
19	set	CANON INK REFILL, GI 790 (set: black, cyan, magenta, yellow)	15	1936.00	29,040.00
20	bottle	Brother Refill Ink, ink code BT500, Black	35	385.00	13,475.00
21	bottle	Brother Refill Ink, ink code BT500, Cyan	30	385.00	11,550.00
22	bottle	Brother Refill Ink, ink code BT500, Magenta	30	385.00	11,550.00
23	bottle	Brother Refill Ink, ink code BT500, Yellow	30	385.00	11,550.00
Total AB	C	,		ı	230,428.85

Lot 1 - List of Items to be Delivered for Quarter 4

Item					
No.	Unit	Item Description	Qty.	Unit Cost	Total Cost
1	pack	BATTERY, dry Cell, 9 volts	24	150.00	3,600.00
2	unit	MOUSE, WIRELESS, USB	10	154.00	1,540.00
3	bundle	RING BINDER, plastic, 32mm	5	263.77	1,318.85
4	pack	Certificate Paper, 8.5" x 11" (short), 180-200 gsm, white, 100 pcs in one pack	20	605.00	12,100.00
5	pack	Certificate Paper, A4, 180- 200 gsm, white, 100 pcs in one pack	20	660.00	13,200.00
6	roll	duct tape, 2 inch, red, 10 yards in one roll	5	110.00	550.00
7	pack	Sign tabs with note as " Please sign here", 5 colors in one pack, 20 pcs per color	50	44.00	2,200.00
8	ream	Oslo Paper, A4	2	275.00	550.00
9	box	Push Pin, 100 pcs in one box	2	66.00	132.00
10	pcs	Glue stick paste, 21g	10	38.50	385.00
11	pack	Sticker paper, matte, A4, 10 sheets per pack	5	66.00	330.00
12	bottle	Epson Refill Ink, ink code 003, Cyan	45	385.00	17,325.00
13	bottle	Epson Refill Ink, ink code 003, Magenta	45	385.00	17,325.00
14	bottle	Epson Refill Ink, ink code 003, Yellow	45	385.00	17,325.00
15	bottle	Epson Refill Ink, ink code 003, Black	80	385.00	30,800.00
16	set	CANON INK REFILL, GI 790 (set: black, cyan, magenta, yellow)	20	1936.00	38,720.00
17	bottle	Brother Refill Ink, ink code BT500, Black	25	385.00	9,625.00
18	bottle	Brother Refill Ink, ink code BT500, Cyan	25	385.00	9,625.00
19	bottle	Brother Refill Ink, ink code BT500, Magenta	25	385.00	9,625.00
20	bottle	Brother Refill Ink, ink code BT500, Yellow	25	385.00	9,625.00
				Total ABC	195,900.85

Lot 2 - List of Items to be Delivered for Quarter 1

Item No.	Unit	Item Description	Qty.	Unit Cost	Total Cost
1	рс	Duplo Ink, DA14	2	900	1800
2	roll	Duplo Master Roll, DRA 12	1	4300	4300
3	drum	Toner 118	4	3125	12500
4	drum	Toner TN116	2	3438	6876
				Total ABC	25,476.00

Lot 2 - List of Items to be Delivered for Quarter 2

Item No.	Unit	Item Description	Qty.	Unit Cost	Total Cost
1	рс	Duplo Ink, DA14	3	990	2970
2	roll	Duplo Master Roll, DRA 12	1	4730	4730
3	drum	Toner 118	6	3437.5	20625
4	drum	Toner TN116	2	3781.8	7563.6
	Total ABC				

Lot 2 - List of Items to be Delivered for Quarter 3

Item No.	Unit	Item Description	Qty.	Unit Cost	Total Cost
1	рс	Duplo Ink, DA14	3	990	2970
2	roll	Duplo Master Roll, DRA 12	2	4730	9460
3	drum	Toner 118	6	3437.5	20625
4	drum	Toner TN116	3	3781.8	11345.4
				Total ABC	44,400.40

Lot 2 - List of Items to be Delivered for Quarter 4

Item No.	Unit	Item Description	Qty.	Unit Cost	Total Cost
1	рс	Duplo Ink, DA14	3	990	2970
2	roll	Duplo Master Roll, DRA 12	2	4730	9460
3	drum	Toner 118	6	3437.5	20625
4	drum	Toner TN116	2	3781.8	7563.6
					40,618.60

