

# Republic of the Philippines National Irrigation Administration Central Office

#### INVITATION TO BID FOR SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES ITB NO. BS-008-2023

1. The National Irrigation Administration (NIA), through the Continuing Corporate Operating Budget (COB) for 2022 and COB CY 2023 and intends to apply the sum of Seven Million Two Hundred Twenty-Seven Thousand Five Hundred Pesos (Php 7,227,500.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Supply and Delivery of Various Office Supplies. Bids received in excess of the ABC shall be automatically rejected at bid opening.

LOT	PARTICULAR	APPROVED BUDGET FOR THE CONTRACT (ABC)	
	SUPPLY AND DELIVERY OF THE FOLLOWING:		
1	OFFICE SUPPLIES	Php 1,393,000.00	
2	WRITING MATERIALS	Php 245,000.00	
3	PAPERS	Php 2,000,000.00	
4	FOLDERS	Php 345,000.00	
5	IT CONSUMABLES	Php 2,698,000.00	
6	SANITARY SUPPLIES	Php 546,500.00	
	Total	Php 7,227,500.00	

2. The NIA now invites bids for the above Procurement Project. Delivery of the Goods is required by Forty-Five (45) calendar days. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. For this purpose, similar contracts shall refer to:

Lot 1 – Lot 4 : Supply and Delivery Of Office Supplies
Lot 5 : Supply and Delivery Of IT Consumables
Lot 6 : Supply and Delivery Of Sanitary Supplies

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 NIA BAC-B Secretariat, c/o Procurement Section, Procurement and Property Division and inspect the Bidding Documents at the address given below during (8:00 AM 5:00 PM).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *August 14*, 2023 to September 4, 2023 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:

Lot	PARTICULARS	Approved Budget for the Contract	Standard Rates for Bidding Documents per Lot
1	OFFICE SUPPLIES	Php 1,393,000.00	PhP 5,000.00
2	WRITING MATERIALS	Php 245,000.00	PhP 500.00
3	PAPERS	Php 2,000,000.00	PhP 5,000.00
4	FOLDERS	Php 345,000.00	PhP 500.00
5	IT CONSUMABLES	Php 2,698,000.00	PhP 5,000.00
6	SANITARY SUPPLIES	Php 546,500.00	PhP 1,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

- The National Irrigation Administration will hold a Pre-Bid Conference on August 22, 2023, 6. 10:00AM at Classroom A, 3rd Floor IEC Building, NIA Complex, EDSA, Quezon City which shall be open to prospective bidders.
- Bids must be duly received by the BAC-B Secretariat through manual submission at the office 7. address indicated below on or before September 4, 2023, 9:30AM. Late bids shall not be accepted.
- All Bids must be accompanied by a bid security in any of the acceptable forms and in the 8. amount stated in ITB Clause 14.
- Bid opening shall be on September 4, 2023, 10:00AM at Classroom A, 3rd Floor IEC Building 9. NIA Complex, EDSA Diliman, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- The NIA reserves the right to reject any and all bids, declare a failure of bidding, or not award 10. the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- For further information, please refer to: 11.

The Head Secretariat

Bids and Awards Committee-B, Procurement and Property Division National Irrigation Administration 2nd Floor, ICC Building, NIA Complex, EDSA, Diliman, Quezon City Tel. Nos., 8-921-3906, 8-929-6071 loc. 115

> ENGR, ROBERT C. SUGUITAN Chairperson

# Invitation to Bid No. BS-008-2023

Republika ng Pilipinas

# Pambansang Pangasiwaan ng Patubig

(National Irrigation Administration) EDSA, Diliman, Quezon City



# **BID DOCUMENTS**

# SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES

**Sixth Edition** 

# **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.

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

EXW - Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid

### **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 National Irrigation Administration Central Office

#### INVITATION TO BID FOR SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES ITB NO. BS-008-2023

1. The *National Irrigation Administration (NIA)*, through the Continuing Corporate Operating Budget (COB) for 2022 and *COB CY 2023 and* intends to apply the sum of **Seven Million Two Hundred Twenty-Seven Thousand Five Hundred Pesos (Php 7,227,500.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for *Supply and Delivery of Various Office Supplies*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

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6	SANITARY SUPPLIES	Php 546,500.00
	Total	Php 7,227,500.00

2. The *NIA* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Forty-Five* (45) *calendar days*. Bidders should have completed, within *five* (5) *years* from the date of submission and receipt of bids, a contract similar to the Project. For this purpose, similar contracts shall refer to:

Lot 1 – Lot 4 : Supply and Delivery Of Office Supplies
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 Lot 6 : Supply and Delivery Of Sanitary Supplies

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 **NIA BAC-B Secretariat**, **c/o Procurement Section**, **Procurement and Property Division** and inspect the Bidding Documents at the address given below during (8:00 AM 5:00 PM).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *August 14*, 2023 to September 4, 2023 from the given address and website(s) below and upon payment of

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The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

- 6. The National Irrigation Administration will hold a Pre-Bid Conference on *August 22*, *2023*, *10:00AM* at Classroom A, 3rd Floor IEC Building, NIA Complex, EDSA, Quezon City which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC-B Secretariat through manual submission at the office address indicated below on or before *September 4, 2023, 9:30AM*. 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 *September 4, 2023, 10:00AM* at Classroom A, 3rd Floor IEC Building NIA Complex, EDSA Diliman, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *NIA* 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:

#### The Head Secretariat

Bids and Awards Committee-B, Procurement and Property Division National Irrigation Administration 2nd Floor, ICC Building, NIA Complex, EDSA, Diliman, Quezon City Tel. Nos., 8-921-3906, 8-929-6071 loc. 115

ENGR. ROBERT C. SUGUITAN
Chairperson

# 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, NIA wishes to receive Bids for the Supply and Delivery of Various Office Supplies.

The Procurement Project (referred to herein as "Project") is composed of *Six* (6) *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 *COB FY 2022* (Continuing) in the amount of **Seven Million Two Hundred Twenty-Seven Thousand Five Hundred Pesos (Php 7,227,500.00).**
- 2.2. The source of funding is:
  - a. GOCC and GFIs, the Corporate Operating Budget.

## 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.

- a. 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.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For 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: [Select either failure or monopoly of bidding based on market research conducted]
    - 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.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

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

#### 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five* (5) *Years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 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.
- 11.5. [Include if Framework Agreement will be used:] Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

#### 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**).
- 12.2. [Include if Framework Agreement will be used:] For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

# 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 Declaration<sup>1</sup> 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 [indicate date]. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. [Include if Framework Agreement will be used:] In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

<sup>&</sup>lt;sup>1</sup> 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.

16.2. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each minicompetition.

## 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

# 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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

- 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:
  - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

# 20. Post-Qualification

- 20.1. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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. {[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

# 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:			
	a. Lot $1 - Lot 4$ : Supply and Delivery Of Office Supplies			
	b. Lot 5: Supply and Delivery Of IT Consumables			
	c. Lot 6: Supply and Delivery Of Sanitary Supplies			
7.1	Subcontracting is not allowed.			
12	The price of the Goods shall be quoted (NIA Central Office) 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			
17.1	following forms and amounts:			
	a. The amount of not less than			
	LOT 1 – Office Supplies PHP 27,860.00			
	, , , , , , , , , , , , , , , , , , ,			
	LOT 2 – Writing Materials PHP 4,900.00			
	LOT 3 – Papers PHP 40,000.00			
	LOT 4 – Folders PHP 6,900.00			
	LOT 5 – IT Consumables PHP 53,960.00			
	LOT 6 – Sanitary Supplies PHP 10,930.00			
	TOTAL LOTS PHP 144,550.00			
	[(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or			
	b. The amount of not less than:			
	LOT 1 – Office Supplies PHP 69,650.00			
	LOT 2 – Writing Materials PHP 12,250.00			
	LOT 3 – Papers PHP 100,000.00			
	LOT 4 – Folders PHP 17,250.00			
	LOT 5 – IT Consumables PHP 134,900.00			
	LOT 6 – Sanitary Supplies PHP 27,325.00			
	TOTAL LOTS PHP 361,375.00			
	[(5%) of ABC] if bid security is in Surety Bond.			

15	Each Bidder are requested to submit one (1) original and two (2) copies of the first and second components of its bid. Original, Copy 1, and Copy 2 should reflect the following:		
	<ul> <li>a. Table of contents;</li> <li>b. Should be in sequential order of documents in line with Section IX "Checklist of Technical and Financial Documents";</li> <li>c. Proper tabbing of the documents; and</li> <li>d. Copies 1 and 2 must be certified true copy of the original.</li> </ul>		
19.3	No further instructions		
20.2	Latest income and business tax returns		
21.2	No further instructions		

# 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.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

# 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. [Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]

## 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 {[Include if Framework Agreement will be used:] or Framework Agreement] 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** 

aaa			
GCC Clause			
1	[List here any additional requirements for the completion of this Contract. following requirements and the corresponding provisions may be dele amended, or retained depending on its applicability to this Contract:]		
	Delivery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP' and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."		
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final 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 [indicate name(s)].		
	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: Select appropriate requirements and delete the rest.		
	<ul><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and/or maintenance of the</li></ul>		
	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		
	I .		

- 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.
- f. [Specify additional incidental service requirements, as needed.]

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:

Select appropriate requirements and delete the rest.

- 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 [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months 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. 2.2 No further instructions 4 No further instructions 5 For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Nonexpendable Supplies, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

# Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	SUPPLY AND DELIVERY OF THE FOLLOWING:			
1	OFFICE SUPPLIES	1 Lot	Php 1,393,000.00	45 calendar days
2	WRITING MATERIALS	1 Lot	Php 245,000.00	45 calendar days
3	PAPERS	1 Lot	Php 2,000,000.00	45 calendar days
4	FOLDERS	1 Lot	Php 345,000.00	45 calendar days
5	IT CONSUMABLES	1 Lot	Php 2,698,000.00	45 calendar days
6	SANITARY SUPPLIES	1 Lot	Php 546,500.00	45 calendar days

# 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 SPECIFICATION

# **LOT 1: OFFICE SUPPLIES**

	1: OFFICE SUFFLIES			Statement
Item No.	Item Description	Unit	Qty.	Statement of Compliance
1	Battery, 9V	piece	10	
2	Battery, AA, super heavy duty, 4's/pack	pack	83	
3	Battery, AAA, super heavy duty, 4's/pack	pack	148	
4	Battery, AA, dry cell, 2's/pack	pack	177	
5	Battery, AAA, dry cell, 2's/pack	pack	178	
6	Battery, Size C, heavy Duty 1.5V, 2's/pack	pack	25	
7	Battery, CR2032 3 Volts Lithium battery coin cell	piece	3	
8	Binding Presentation Cover (Clear/Transparent, 100 pieces/bundle, 8.5 x 14 / Legal size)	bundle	2	
9	Calculator, desktop, 12 digits	unit	34	
10	Calculator, scientific, solar and battery	unit	16	
11	Certificate Holder, A4 size	piece	135	
12	Acetate, clear PVC sheet, A4 size, transparent, report cover, 200 micron, 100pc/ pack	pack	34	
13	Acetate, clear PVC sheet, Folio size, transparent, report cover, 200 micron, 100pc/ pack	pack	21	
14	Clearbook, 20 transparent pockets, A4	piece	34	
15	Clearbook, 20 transparent pockets, legal	piece	160	
16	Clip, backfold, 19mm	box	124	
17	Clip, backfold, 25mm	box	113	
18	Clip, backfold, 32mm	box	110	
19	Clip, backfold, 50mm	box	114	
20	Computer Continuous Form, 1 ply, 280mm x 241mm, 2,000 sheets per box	box	6	
21	Correction Fluid (waterbased) 15ml, 12pcs per box	box	10	
22	Correction Pen	piece	23	
23	Correction Tape, 5mm×8m	piece	325	
24	Cutter blade, 25mm x 11mm x 120mm for heavy duty cutter	piece	50	
25	Cutter Utility Blade, 100x18x0.5mm	piece	13	
26	Cutter/Utility Knife, for general purpose	piece	44	
27	Data File Box, made of chipboard, with closed ends, 125mmx230mmx400mm	piece	142	
28	Data File Binder, 241.3mm x 381mm x 76.2mm	рс	250	
29	Dating And Stamping Machine	piece	3	
30	Double Matte Film, 36" x 20", .0004 Thk., 3" Ø Core	roll	20	
31	EDP Binder TB for 14 1/2 x 15 1/2	piece	100	

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32	Eraser, plastic/ rubber	piece	21	
33	Extension Cord w/ Individual Switch 5 Gang, 3m long	piece	56	
34	Fastener, metal, non-sharp edges, 50 sets per box	box	182	
35	File Box with Cover	piece	30	
36	File Organizer, expanding, plastic, legal	piece	9	
37	File Tab/Index Divider, bristol board, A4	set	2	
38	File Tab/Index Divider, bristol board, legal	set	22	
39	Filing Box (125 mm x 230 mm x 400 mm, Black and thick)	piece	90	
40	Flash Drive, 16gb	piece	36	
41	Flash Drive, 64gb	piece	18	
42	Flash Drive, 1TB	piece	5	
43	Glue, All Purpose Glue 240 ml	bottle	2	
44	Glue, Stick, 22grm All purpose	piece	13	
45	Highlighter set, 4pcs	set	20	
46	Index Tab, self-adhesive, transparent, 5 sets per box	box	30	
47	Ink, for stamp pad, 50mL	bottle	4	
48	Laminating Film, A4	pack	3	
49	Laminating Film, Legal	pack	3	
50	Looseleaf Cover, 50's/bundle, legal	bundle	47	
51	Magazine File Box, Large	piece	52	
52	Magic Tape 1" width	roll	10	
53	Moroco Cover, A4, 100's/pack, green	pack	37	
54	Moroco Cover, folio, 100's/pack, green	pack	5	
55	Note Pad, stick on, 2"x2", 100's/pad	piece	15	
56	Note Pad, stick on, 2" x 3", 100's/pad	pad	213	
57	Note Pad, stick on, 3" x 3", 100's/pad	pad	223	
58	Note Pad, stick on, 3" x 4", 100's/pad	pad	108	
59	Notebook, steno, 60 leaves	piece	93	
60	Notebook, Geologic, Waterproof	piece	8	
61	Page Marker 5 Color 1/2 x 2	piece	10	
62	Paper Clip, vinly/plastic coated, 33mm	box	125	
63	Paper Clip, vinly/plastic coated, jumbo, 50mm	box	108	
64	Plastic Refillable Pocket, 81/2"X14", packs of 10 (refill)	pack	150	
65	Pencil Sharpener, twin hole	piece	18	
66	Pencil Sharpener, manual, single cutter head	piece	6	
67	Puncher, paper, heavy duty	piece	31	
68	Push pin, 100's/box	box	17	
69	Record Book, 300 Pages	book	28	
70	Record Book, 500 Pages	book	136	
71	Ring Binder, Plastic, 6mm x 1.12m	piece	6	
72	Ring Binder, Plastic, 8mm x 1.12m	piece	6	
73	Ring Binder, Plastic, 10mm x 1.12m	piece	41	
74	Ring binder, plastic, 12mm x 1.12m	piece	117	

75	Ring binder, plastic, 25mm x 1.12m	piece	18	
76	Ring binder, plastic, 38mm x 1.12m	piece	18	
77	Ring binder, plastic, 50mm x 1.12m	piece	13	
78	Ring Binder, plastic 12mm x 1.12m, 10's/bundle	bundle	7	
79	Ring Binder, Plastic 14mm x1.12m, 10's/bundle	bundle	19	
80	Ring Binder, Plastic 20mm x 1.12m, 10's/bundle	bundle	15	
81	Ring Binder, Plastic 25mm x1.12m, 10's/bundle	bundle	11	
82	Ring Binder, plastic, 32 mm, 10's/bundle	bundle	14	
83	Ring Binder, Plastic 38mm x 1.12m, 10's/bundle	bundle	5	
84	Ring Binder, Plastic, 50mm x 1.12m, 10's/bundle	bundle	5	
85	Rubber Band, No. 18, 350g	box	13	
86	Scissors, Stainless Steel	piece	28	
87	Scissors, symmetrical or asymmetrical	piece	26	
88	Sticky Note, Sign here flags, assorted color, 125's/pack	pack	265	
89	Sticky Note, Index Tabs, 44m x 6mm	pack	160	
90	Stamp Pad, felt	piece	16	
91	Staple remover, plier type, metal, heavy duty	piece	70	
92	Staple Wire, standard (12small box X1000pcs)	box	85	
93	Staple Wire, heavy duty (binder type), 23/13	box	13	
94	Stapler, standard type	piece	93	
95	Stapler, heavy duty (binder type), Desktop	piece	1	
96	Tape Dispenser , Heavy Duty Table Top	piece	25	
97	Tape Dispenser, big roll	piece	2	
98	Tape, Double Sided (Foam), 3/4 x 5M	roll	35	
99	Tape, Double Sided, 12mm x 10m	roll	30	
100	Tape, Double sided, 1" x 24mm x 10m	roll	15	
101	Tape, Electrical	roll	1	
102	Tape, masking, 24mm	roll	138	
103	Tape, masking, 48 mm	roll	88	
104	Tape, packaging, 48 mm	roll	55	
105	Tape, transparent, 24mm	roll	272	
106	Tape, transparent, 48 mm	roll	80	
107	Twine, plastic	roll	1	
108	White Board, Magnetic, 35cm x 50cm	piece	2	

# **CONFORME:**

Name of Bidder / Company				
Signature Over Printed Name of Authorized Signatory				
Designation				
Date				

# **LOT 2: WRITING MATERIALS**

Item	Item Description	Unit	Otra	Statement of
No.	item Description	Ullit	Qty.	Compliance
1	Ballpen, color black, 0.5mm	piece	349	
2	Ballpen, color blue, 0.5mm	piece	214	
3	Ballpen, color red, 0.5mm	piece	33	
4	Ballpen (3 pcs in plastic)	pack	26	
5	Marker, Flourescent, 3 colors per set	set	56	
6	Marker, Permanent, Black	piece	93	
7	Marker, Permanent, Blue	piece	7	
8	Marker, Permanent, Red	piece	8	
9	Marker, Whiteboard, Black	piece	94	
10	Marker, Whiteboard, Blue	piece	72	
11	Marker, Whiteboard, Red	piece	23	
12	Pen, Ballpoint, 12's/box, Black	box	79	
13	Pen, Ballpoint,12's/box, Blue	box	78	
14	Pen, Pure Liquid Ink (.007 mm, hi-tech point, Black, 5 pcs per bundle)	bundle	4	
15	Pen, Pure Liquid Ink (.007 mm, hi-tech point, Blue, 5 pcs per bundle)	bundle	4	
16	Pencil, (F) 12 pcs / box	box	6	
17	Pencil, (H) 12 pcs / box	box	1	
18	Pencil, (HB) 12 pcs / box	box	1	
19	Pencil, lead/graphite, with eraser, one (1) dozen per box	box	14	
20	Pen, Blue, pure liquid ink hi-techpoint V7 RT	piece	80	
21	Sign Pen, black, liquid/gel ink 0.5mm needle tip	piece	1,298	
22	Sign Pen, blue, liquid/gel ink 0.5mm needle tip	piece	918	
23	Sign Pen, green, liquid/gel ink 0.5mm needle tip	piece	336	
24	Sign Pen, red, liquid/gel ink 0.5mm needle tip	piece	472	
25	Sign Pen, violet, liquid/gel ink 0.5mm needle tip	piece	50	
26	Sign Pen, Rollerball pen, water-based ink, 0.7mm, color Black	piece	175	
27	Sign Pen, Rollerball pen, water-based ink, 0.7mm, color Blue	piece	150	
28	Sign Pen, Rollerball pen, water-based ink, 0.7mm, color Red	piece	43	
29	Technical Pen, .03, disposable	piece	16	
30	Technical Pen, .05, disposable	piece	16	

# **CONFORME:**

Name of Bidder / Company
Signature Over Printed Name of Authorized Signatory
Designation
Date

# **LOT 3: PAPERS**

Item No.	Item Description	Unit	Qty.	Statement of Compliance
1	Bond Paper Folio 80Gsm	ream	15	
2	Bond Paper A4 80Gsm	ream	15	
3	Pad Paper, ruled	pad	17	
4	Paper, Multi-Purpose/Multicopy, A3, 80gsm	ream	77	
5	Paper, Multi-Purpose/Multicopy, A3, 70gsm	ream	45	
6	Paper, Multi-Purpose/Multicopy, A4, 80gsm	ream	2,996	
7	Paper, Multi-Purpose/Multicopy, Folio, 80gsm	ream	1,810	
8	Parchment paper A4, for Diploma, 30's/pack	pack	1	
9	Photo Paper, matte, A4, 250 gsm, 10's/pack	pack	37	
10	Photo Paper, high glossy, A4, 230 gsm, 20's/pack	pack	41	
11	Specialty Board Paper, 220gsm, folio, Pale Cream, 10's/pack	pack	100	
12	Sticker Paper, A4, neon green, 10's/pack	pack	28	
13	Sticker Paper, A4, neon orange, 10's/pack	pack	29	
14	Sticker Paper, A4, white, 10's/pack	pack	57	
15	Vellum Board Paper, A4 size, 220-230gsm, 10's/pack	pack	30	
16	Vellum Board Paper, legal size, 220-230gsm, 10's/pack	pack	30	

### **CONFORME:**

Name of Bidder / Company
Signature Over Printed Name of Authorized Signatory
Designation
Date

# **LOT 4: FOLDERS**

Item No.	Item Description	Unit	Qty.	Statement of Compliance
1	Colored File Folder, A4	piece	100	
2	Colored File Folder, Folio	piece	100	
3	Data Folder, made of chipboard, taglia lock, horizontal, color blue, 75mm x 230mm x380mm	piece	106	
4	Data Folder, Long, Lever Archfile - Filing documents - 3" Spine Arch File	piece	30	
5	Data Folder, long	piece	10	
6	Envelope, brown Legal, 100's/bundle	bundle	10	
7	Envelope, brown short, 100's/bundle	bundle	10	
8	Envelope, Documentary, A4, 500's/box	box	19	
9	Envelope, Documentary, legal, 500pcs/box	box	24	
10	Envelope, Expanding, kraftboard, A4, 100s/box	box	16	
11	Envelope, expanding, kraftboard, legal, 100s/box	box	1	
12	Envelope, expanding, kraftboard, legal	piece	13	
13	Envelope, Expanding, Plastic, legal	piece	9	
14	Envelope, Mailing, 500's/box	box	7	
15	Envelope, Expanding, Plastic, with lock and handle, legal	piece	20	
16	Folder Arch File, 3" Lever With Ring Binder and Metal Finger Pull, Long	piece	50	
17	Folder, White, Legal	piece	130	
18	Folder with tab, A4, 100 pieces per pack	pack	19	
19	Folder with tab, legal, 100 pieces per pack	pack	8	
20	Folder, Clear Report Cover, Legal Size	piece	93	
21	Folder, Expanding, legal size, green, 100pcs/box, local	box	2	
22	Folder, Fancy with slide, A4, 50 pieces per bundle	bundle	15	
23	Folder, Fancy with slide, legal, 50 pieces per bundle	bundle	18	
24	Folder, Lever Arch Files, A4, 3 inches	unit	15	
25	Folder, L-type, A4, 50 pieces per pack	pack	14	
26	Folder, L-type, legal, 50 pieces per pack	pack	11	
27	Folder, pressboard, 240mm x370mm (-5mm), 100's/bundle	bundle	11	
28	Folder, Tagboard, A4	pack	9	
29	Folder, Tagboard, legal	pack	9	
30	Folder, White, legal 100's/bundle	bundle	22	
31	Lever Arch File Folder – Horizontal, Paper Organizer, A3 size, Blue	piece	38	
32	Folder, Plastic, Sliding, Legal Size, white, 10's/pack	pack	100	
33	Folder, Plastic, with slide transparent, legal	piece	149	

### **CONFORME:**

# Name of Bidder / Company Signature Over Printed Name of Authorized Signatory Designation Date

# LOT 5: IT CONSUMABLES

Item No.	Item Description	Unit	Qty.	Statement of Compliance
1	Brother Drum DR-2255	piece	2	
2	BROTHER INK BT6000 BLACK	piece	20	
3	Brother Ink Cartridge LC-3617, Black	piece	150	
4	Brother Ink Cartridge LC-3617, Cyan	piece	100	
5	Brother Ink Cartridge LC-3617, Magenta	piece	100	
6	Brother Ink Cartridge LC-3617, Yellow	piece	100	
7	Canon Pixma G4010 canon GI-790 Ink Cartridge Black	piece	10	
8	Canon Pixma G4010 canon GI-790 Ink Cartridge Cyan	piece	10	
9	Canon Pixma G4010 canon GI-790 Ink Cartridge Magenta	piece	10	
10	Canon Pixma G4010 canon GI-790 Ink Cartridge Yellow	piece	10	
11	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Black	piece	10	
12	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Cyan	piece	10	
13	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Magenta	piece	10	
14	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Yellow	piece	10	
15	Canon Pixma ix6770 Canon Ink Cartridge PGI-750 Black	piece	10	
16	Epson 001 Premium Quality Original Ink for EPSON L4150 L4160 L6160 L6170 L6190 Ink Tank Printer (Black Pigment PBK 127ML, Ink) Ink Cartridge (Black), T03Y100	piece	169	
17	Epson 001 Premium Quality Original Ink for EPSON L4150 L4160 L6160 L6170 L6190 Ink Tank Printer (Pigment C DYE 70ML Ink) Multi Color Ink Cartridge (Cyan), T03Y200	piece	142	
18	Epson 001 Premium Quality Original Ink for EPSON L4150 L4160 L6160 L6170 L6190 Ink Tank Printer (Pigment M DYE 70ML Ink) Multi Color Ink Cartridge (Magenta), T03Y300	piece	142	

4.0	Epson 001 Premium Quality Original Ink for EPSON L4150	piece	4.40	
19	L4160 L6160 L6170 L6190 Ink Tank Printer (Pigment Y DYE		142	
20	70ML Ink) Multi Color Ink Cartridge (Yellow), T03Y400	mio ao	4.4.6	
20	Epson 003, Black Original Ink, 65ml	piece	446	
21	Epson 003, Cyan Original Ink, 65ml	piece	304	
22	Epson 003, Magenta Original Ink, 65ml	piece	304	
23	Epson 003, Yellow Original Ink, 65ml	piece	300	
24	Epson 008, Black	piece	35	
25	Epson 008, Cyan	piece	32	
26	Epson 008, Magenta	piece	32	
27	Epson 008, Yellow	piece	32	
28	Epson 774 Pigment Black 140ml Ink for (M200)(M105)(M100)(L655)(L605)(L1455) T7741	piece	25	
29	Epson S015531 Ribbon Cartridge Black for use with LQ-2190	piece	15	
30	Epson, T664 Ink Bottle, Black, genuine, 70ml	piece	73	
31	Epson, T664 Ink Bottle, Cyan, genuine, 70ml	piece	65	
32	Epson, T664 Ink Bottle, Magenta, genuine, 70ml	piece	65	
33	Epson, T664 Ink Bottle, Yellow, genuine, 70ml	piece	65	
34	GI-76 Ink Compatible for GX7070 (Black)	piece	3	
35	GI-76 Ink Compatible for GX7070 (Cyan)	piece	3	
36	GI-76 Ink Compatible for GX7070 (Magenta)	piece	3	
37	GI-76 Ink Compatible for GX7070 (Yellow)	piece	3	
38	HP 58A, CF258A, Toner Cartridge	piece	1	
39	HP 730 300 ml Matte Black Design Jet Ink Cartridge P2V71A	piece	4	
40	HP 730 300ml Cyan Design Jet Ink Cartridge P2V68A	piece	4	
41	HP 730 300ml Gray Design Jet Ink Cartridge P2V73A	piece	4	
42	HP 730 300ml Magenta Design Jet Ink Cartridge P2V69A	piece	4	
43	HP 730 300ml Photo Black Design Jet Ink Cartridge P2V68A	piece	4	
44	HP 730 300ml Yellow Design Jet Ink Cartridge P2V70A	piece	4	
45	Ink bottle BT5000, Black	piece	21	
46	Ink Cart, HP CN693AA, (HP704), Tri-color	piece	10	
47	Ink Cart, HP CZ107AA, (678), BLACK	piece	50	
48	Ink Cart, HP CZ107AA, (678), TRICOLOR	piece	50	
49	Ink Cartridge (Printer "HP Deskjet 2050") "#HP61 Black"	piece	30	
50	Ink Cartridge (Printer "HP Deskjet 2050") "#HP61 Tricolor"	piece	20	
51	Ink Cart, CANON CL-811, Colored	piece	10	
52	Ink Cart, CANON CL98 Colored	piece	10	
53	Ink Cart, CANON PG-810, Black	piece	20	
54	Ink Cart, HP C2P04AA (HP62), Black	piece	2	
55	Ink Cart, HP C2P06AA (HP62), Tri-color	piece	2	
56	Ink Cart, HP CD888AA (HP703), Tri-color	piece	1	
57	Ink Cart, HP CF210 A(131A), Black	piece	5	
58	Ink Cart, HP CF211A (131A) Cyan	piece	5	
	0, (10111) 0, 011	r		1

59	Ink Cart, HP CF212 A (131A), Yellow	piece	5	
60	Ink Cart, HP CF213 A (131A), Magenta	piece	5	
61	INK CART, HP CN693AA (HP704), Tri-color	piece	1	
62	Ink, BTD60BK 6500*, Black, (Brother DCP-T710W Printer)	piece	13	
63	Ink, BTD5000C 5000*, Cyan (Brother DCP-T710W Printer)	piece	34	
64	Ink, BT5000M 5000*, Magenta, (Brother DCP-T710W Printer)	piece	34	
65	Ink, Yellow, BT5000Y 5000* (Brother DCP-T710W Printer)	piece	34	
66	Toner Cartridge (Black) for ApeosPort C2060 / C 2560 /C3060	piece	10	
67	Toner Cartridge (Cyan) for ApeosPort C2060/C2560 /C3060	piece	10	
68	Toner Cartridge (Magenta) for ApeosPort C2060/C2560/C3060	piece	10	
69	Toner Cartridge (Yellow) for ApeosPort C2060/C2560/C3060	piece	10	

\*\*\*original, warranty, expiration (from the date of delivery)

# **CONFORME:**

Name of Bidder / Company
Signature Over Printed Name of Authorized Signatory
Designation
Date

# **LOT 6: SANITARY SUPPLIES**

Item No.	Item Description	Unit	Qty.	Statement of Compliance
1	Alcohol, 70% Ethyl, 1 Gallon Disinfectant Antiseptic Scented	gallon	45	•
2	Air Freshener, Aerosol type, 150g	can	82	
3	Air Freshener, Aerosol type, 320ml x 2	pack	25	
4	Alcohol, ethyl, 1 Gallon	gallon	124	
5	Alcohol, Ethyl, 70%, 500 ml	bottle	136	
6	Alcohol, isopropyl, 70%, scented, 3.785 liters	gallons	3	
7	Bleaching/Disinfectant, Colorsafe, Gallon	gallon	50	
8	Cleaner, Toilet Bowl and Urinal, 900mL - 1000mL	bottle	5	
9	Cleanser, Scouring Powder, 350g can	can	10	
10	Cotton, 300g.	roll	5	
11	Detergent Bar, 140g as packed	piece	3	
12	Detergent Powder, Antibacterial, 1kg	pouch	152	
13	Disinfectant Spray, Aerosol type, 510g, scented	can	56	
14	Disinfectant Spray, Aerosol type, 400g	can	46	
15	Furniture Cleaner, Aerosol type, 300mL	can	9	
16	Hand Sanitizer, 500ml, with pump bottle & moisturizer	bottle	36	
17	INSECTICIDE, multi-insect spray, water based, odorless, 500mL	can	12	
18	Insecticide, 600mL	can	40	
19	Liquid Hand Sanitizer, 500ml, with pump	bottle	67	
20	Liquid Hand Soap, 500mL	bottle	122	
21	Mop Handle, heavy duty	piece	1	
22	Rags, all cotton, 1 kilo/bundle	bundle	3	
23	Soap, Bathroom, 90 grams, 1 piece in individual box	piece	20	
24	Tissue, Interfolded Paper Towel, 2ply150 pulls per pack	pack	195	
25	Toilet Tissue Paper, 2-ply, 12 rolls per pack	pack	403	
26	Toilet Tissue Paper, 3-ply, 12 rolls per pack	pack	93	
27	Toilet tissue paper, interfolded paper towel, 2ply, 175 pulls (3pcs/pack)	pack	15	
28	Trashbag, black, 37" x 40", XL, 10 pieces per roll or pack	pack	19	

### **CONFORME:**

Name of Bidder / Company
Signature Over Printed Name of Authorized Signatory
Designation
Date

# 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 Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) (a) in accordance with Section 8.5.2 of the IRR; Technical Documents Statement of the prospective bidder of all its ongoing government and private (b) contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) similar (c) to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and Original copy of Bid Security. If in the form of a Surety Bond, submit also a (d) certification issued by the Insurance Commission; Original copy of Notarized Bid Securing Declaration: and Conformity with the Technical Specifications, which may include (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS); (f) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Financial Documents The prospective bidder's computation of Net Financial Contracting Capacity (g) (NFCC): Class "B" Documents If applicable, duly signed joint venture agreement (JVA) in accordance with (h) RA No. 4566 and its IRR in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. 25 FINANCIAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s). (b)

Section IX Bidding Forms

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# Bid Form for the Procurement of Goods

[shall be submitted with the Bid]
BID FORM
Date : Project Identification No. :
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
<ul> <li>to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>
<ul> <li>to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;</li> </ul>
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of of agentCurrencyCommission or gratuity
(if none, state "None") J

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

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

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

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

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

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

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

### For Goods Offered from Within the Philippines

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

Duly authorized to sign the Bid for and behalf of:

# Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

-			For	Goods Offered	from Abr	oad				
Name of Bidder Project ID No Page of _										
1	2	3	4	5	6	7	8	9		
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)		
Name:										
Legal Capacity:										
Signature:										
Duly authorized to sign the Bid for and behalf of:										

### **Contract Agreement Form for the Procurement of Goods (Revised)**

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

### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

# Acknowledgment

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

	is day of, 2023 at,
used) valid until, known to me	ith (insert type of government identification card and to me known to be the same persons who ey acknowledged to me that the same are their
<del>_</del>	sting of pages, including this notarial arties and their instrumental witnesses on each ract for
WITNESS MY HAND AND NOTA above-written.	RIAL SEAL on the date and at the place first
	NOTARY PUBLIC Until December 31, 2023 PTR No Issued at Issued on TIN No
Doc. No; Page No; Book No; Series of 2023.	

### **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,	Ιh	nave	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]

execution], Philippines. Affiant/s is/are personal through competent evidence of identity as defined No. 02-8-13-SC). Affiant/s exhibited to me his	e this day of [month] [year] at [place of ally known to me and was/were identified by me and in the 2004 Rules on Notarial Practice (A.M. is/her [insert type of government identification are appearing thereon, with no issued
Witness my hand and seal this day	of [month] [year].
So N R P	AME OF NOTARY PUBLIC  erial No. of Commission otary Public for until oll of Attorneys No  IR No [date issued], [place issued] BP No [date issued], [place issued]
Doc. No Page No Book No Series of	

### **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)	
,	) S.S.
CITT OF	) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

### [Jurat]

<b>SUBSCRIBED AND SWORN</b> to before me <i>execution</i> ], Philippines. Affiant/s is/are personal through competent evidence of identity as define No. 02-8-13-SC). Affiant/s exhibited to me his card used], with his/her photograph and signature at	Ily known to me and was/were identified by me ed in the 2004 Rules on Notarial Practice (A.M. s/her [insert type of government identification
Witness my hand and seal this day of	of [month] [year].
Se No Ro PT	AME OF NOTARY PUBLIC rial No. of Commission otary Public for until oll of Attorneys No or No [date issued], [place issued] P No [date issued], [place issued]
Doc. No Page No Book No Series of	

### **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 PH	II IPPINES)	
REFUDERCOL THE TH	ien i naes)	
CITY OF	22(	

### PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

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

# [Jurat]

<b>SUBSCRIBED AND SWORN</b> to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no issued at
Witness my hand and seal this day of [month] [year].
NAME OF NOTARY PUBLIC  Serial No. of Commission  Notary Public for until  Roll of Attorneys No  PTR No [date issued], [place issued]  IBP No [date issued], [place issued]
Doc. No Page No Book No Series of

National Irrigation Admin Contract Number :								
Name of the Contract :								
	STATEN	ΛΕΝΤ OF ALL ITS ONGOIN	IG GOVERNMENT	& PRIVATE CONTRACTS	S INCLUDING CONTR	ACTS AWARDED BU	IT NOT YET STARTED	
Business Name :								
Business Address :								
Name of the Con	ract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government								
<u>Private</u>								
				Total Va	lue of Outstanding C	ontracts		
Prepared and submitted l	ov.							J
Frepared and submitted i		Print Name and Sig	<del></del>					
Designation	:							
Company Na	me :							
Address	:							
Date	:							

			<del></del>			
	STATEMENT OF SINGL	E LARGEST COMPLETED	CONTRACT (SLCC) SIMILA	R TO THE CONTRACT T	O BE BID	
D . A.I.I						
Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Date of Delivery
Government						
<u>Private</u>						
Note: This Statement shall be support	ted/attached with:					
1. End User's Acceptance, <b>or</b>						
2. Official Receipt, <b>or</b>						
3. Sales Invoice						
Prepared and submitted by:						
Trepared and submitted by:	Print Name and Sign	nature				
Designation	:					
Company Name						
Address	:					
Date	:					

