



Republic of the Philippines  
**National Irrigation Administration**  
Central Office

**INVITATION TO BID FOR**  
**SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES**  
**ITB NO. BS-006-2024**

1. The *National Irrigation Administration (NIA)*, through the Corporate Operating Budget (COB) *CY 2024* and intends to apply the sum of **Seven Million Two Hundred Nineteen Thousand Eight Hundred Twenty-Two and 16/100 (Php 7,213,822.16)** 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)
	<i>SUPPLY AND DELIVERY OF THE FOLLOWING:</i>	
1	<i>COMMON SUPPLIES</i>	<i>Php 1,334,678.98</i>
2	<i>WRITING MATERIALS</i>	<i>Php 1,335,143.40</i>
3	<i>IT CONSUMABLES</i>	<i>Php 4,240,326.70</i>
4	<i>SANITARY SUPPLIES</i>	<i>Php 309,673.08</i>
	<b>Total</b>	<b>Php 7,219,822.16</b>

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 and 2* : *Supply and Delivery Of Office Supplies*  
*Lot 3* : *Supply and Delivery Of IT Consumables*  
*Lot 4* : *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 13, 2023 to September 2, 2024** 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	Standard Rates for Bidding Documents per Lot
1	COMMON SUPPLIES	PhP 5,000.00
2	WRITING MATERIALS	PhP 5,000.00
3	IT CONSUMABLES	PhP 5,000.00
4	SANITARY SUPPLIES	PhP 500.00

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, 2024, 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 2, 2024, 1:30PM**. 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 2, 2024, 2:00PM** 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

**Invitation to Bid No. BS-006-2024**  
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.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	0
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	13
7. Subcontracts .....	13
8. Pre-Bid Conference .....	13
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	14
11. Documents comprising the Bid: Financial Component .....	14
12. Bid Prices .....	15
13. Bid and Payment Currencies .....	15
14. Bid Security .....	16
15. Sealing and Marking of Bids .....	16
16. Deadline for Submission of Bids .....	16
17. Opening and Preliminary Examination of Bids .....	17
18. Domestic Preference .....	17
19. Detailed Evaluation and Comparison of Bids .....	17
20. Post-Qualification .....	18
21. Signing of the Contract .....	19
<b>Section III. Bid Data Sheet .....</b>	<b>20</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>22</b>
1. Scope of Contract .....	23
2. Advance Payment and Terms of Payment .....	23
3. Performance Security .....	23
4. Inspection and Tests .....	24
5. Warranty .....	24
6. Liability of the Supplier .....	24
<b>Section V. Special Conditions of Contract .....</b>	<b>25</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>30</b>
<b>Section VII. Technical Specifications .....</b>	<b>31</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>46</b>

# ***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-006-2024**

1. The *National Irrigation Administration (NIA)*, through the Corporate Operating Budget (COB) CY 2024 and intends to apply the sum of **Seven Million Two Hundred Nineteen Thousand Eight Hundred Twenty-Two and 16/100 (Php 7,213,822.16)** 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	COMMON SUPPLIES	Php 1,334,678.98
2	WRITING MATERIALS	Php 1,335,143.40
3	IT CONSUMABLES	Php 4,240,326.70
4	SANITARY SUPPLIES	Php 309,673.08
	<b>Total</b>	<b>Php 7,219,822.16</b>

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 and 2 : Supply and Delivery Of Office Supplies  
Lot 3 : Supply and Delivery Of IT Consumables  
Lot 4 : 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 13, 2023 to September 2, 2024** 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	Standard Rates for Bidding Documents per Lot
1	COMMON SUPPLIES	PhP 5,000.00
2	WRITING MATERIALS	PhP 5,000.00
3	IT CONSUMABLES	PhP 5,000.00
4	SANITARY SUPPLIES	PhP 500.00

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 **September 22, 2024, 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 2, 2024, 1:30PM**. 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 2, 2024, 2:00PM** 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 *Four (4) 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 2024* in the amount of **Seven Million Two Hundred Nineteen Thousand Eight Hundred Twenty-Two and 16/100 (Php 7,213,822.16)**.

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

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>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 mini-competition.

## **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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Lot 1 : Supply and Delivery Of Office Supplies</li> <li>b. Lot 2 : Supply and Delivery Of Writing Materials</li> <li>c. Lot 3 : Supply and Delivery Of IT Consumables</li> <li>d. Lot 4 : Supply and Delivery Of Sanitary Supplies</li> </ul>																
7.1	Subcontracting is not allowed.																
12	The price of the Goods shall be quoted ( <i>NIA Central Office</i> ) or the applicable International Commercial Terms (INCOTERMS) for this Project.																
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <table border="1" style="margin-left: 40px;"> <tr> <td>LOT 1 – Common Supplies</td><td>PHP 26,693.58</td></tr> <tr> <td>LOT 2 – Writing Materials</td><td>PHP 26,702.87</td></tr> <tr> <td>LOT 3 – IT Consumables</td><td>PHP 84,806.53</td></tr> <tr> <td>LOT 4 – Sanitary Supplies</td><td>PHP 6,193.46</td></tr> </table> <p><i>Or [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i></p> </li> <li>b. The amount of not less than: <table border="1" style="margin-left: 40px;"> <tr> <td>LOT 1 – Office Supplies</td><td>PHP 66,733.95</td></tr> <tr> <td>LOT 2 – Writing Materials</td><td>PHP 66,757.17</td></tr> <tr> <td>LOT 3 – IT Consumables</td><td>PHP 212,016.36</td></tr> <tr> <td>LOT 4 – Sanitary Supplies</td><td>PHP 15,483.65</td></tr> </table> <p><i>Or [(5%) of ABC] if bid security is in Surety Bond.</i></p> </li> </ul>	LOT 1 – Common Supplies	PHP 26,693.58	LOT 2 – Writing Materials	PHP 26,702.87	LOT 3 – IT Consumables	PHP 84,806.53	LOT 4 – Sanitary Supplies	PHP 6,193.46	LOT 1 – Office Supplies	PHP 66,733.95	LOT 2 – Writing Materials	PHP 66,757.17	LOT 3 – IT Consumables	PHP 212,016.36	LOT 4 – Sanitary Supplies	PHP 15,483.65
LOT 1 – Common Supplies	PHP 26,693.58																
LOT 2 – Writing Materials	PHP 26,702.87																
LOT 3 – IT Consumables	PHP 84,806.53																
LOT 4 – Sanitary Supplies	PHP 6,193.46																
LOT 1 – Office Supplies	PHP 66,733.95																
LOT 2 – Writing Materials	PHP 66,757.17																
LOT 3 – IT Consumables	PHP 212,016.36																
LOT 4 – Sanitary Supplies	PHP 15,483.65																
15	<p>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:</p> <ul style="list-style-type: none"> <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	<i>No further instructions</i>
20.2	<u>Latest income and business tax returns</u>
21.2	<i>No further instructions</i>

## ***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

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>



	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>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</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No further instructions
4	No further instructions
5	<p>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 Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.</p> <p><u>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.</u></p>

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivered, Weeks/Months</b>
	<b>SUPPLY AND DELIVERY OF THE FOLLOWING:</b>		
<i>1</i>	COMMON SUPPLIES	1 Lot	45 calendar days
<i>2</i>	WRITING MATERIALS	1 Lot	45 calendar days
<i>3</i>	IT CONSUMABLES	1 Lot	45 calendar days
<i>4</i>	SANITARY SUPPLIES	1 Lot	45 calendar days

**CONFORME:**

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

## ***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: COMMON SUPPLIES

Item No.	Item Description	Unit	Qty.	Statement of Compliance
<b>COMMON SUPPLIES</b>				
1	Dating and Stamping Machine, Customized/Personalized Heavy Duty, self-inking, text plate size 2-4/32"x 3-/16"/, rectangular	pc	1	
2	Dating and Stamping Machine	piece	1	
3	LAMINATING FILM, LONG SIZE, 250 microns, 100 pcs/pack	packs	10	
4	Laminating Film (A4)	packs	28	
5	TAPE FLAG SIGN HERE 50S 1X1.7 In	pcs	36	
6	Index tape Flag, self-adhesive	pcs	80	
7	BATTERY, dry cell, size AA, 2 pieces per pack	pieces	20	
8	Battery, dry, cell, size AA ( x4 pieces per pack) heavy duty	Pack	174	
9	Battery, dry, cell, size AAA ( x4 pieces per pack) heavy duty	pack	279	
10	Battery, 9V, Alkaline	pcs	6	
11	ACETATE, PVC COVER Long size, 100s	pack	5	
12	Acetate PVC Cover A4 size 100s	pack	35	
13	Clear PVC acetate sheet, Folio size, transparent, report cover, 200 micron, 100pc/ pack	pack	8	
14	Clear PVC acetate sheet, A4 size, transparent, report cover, 200 micron, 100pc/ pack	pack	10	
15	FASTENER, metal, 50 sets per box, 7cm x 5cm (hole to hole)	BOX	15	
16	FASTENER for paper, plastic, 50 sets/box, assorted colors, 7 cm	Box	45	
17	GLUE STICK, All Purpose, 22grm per piece	piece	23	
18	GLUE, All Purpose White Glue (240ML)	jar	52	
19	GLUE STICK (PASTE)	piece	15	
20	GLUE, All Purpose White Glue 1010g	piece	1	
21	STAPLE WIRE, standard	box	107	
22	Staple Wire, standard, 5000 pcs, #35	box	20	
23	STAPLE WIRE, heavy duty (binder type), 23/20	BOX	1	
24	STAPLE WIRE, heavy duty (binder type), 23/17	Box	23	
25	TAPE, clear, 12mm	roll	15	
26	Tape, Masking, 48mm	roll	128	
27	TAPE, masking, 24mm	roll	131	
28	Tape, Packaging, 48mm	roll	32	



29	INDEX TAB, transparent, Transparent, CLEAR (no color), box	box	25	
30	Index tab, Self-adhesive, transparent	boxes	30	
31	NOTEPAD, 3"X3"	pad	7	
32	NOTEPAD, 2"x2"	pc	100	
33	Tissue, Interfolded Paper Towel, 1-ply x 175 pulls (pack of 3)	pack	194	
34	TISSUE, INTERFOLDED PAPER TOWEL, 150 pulls per pack	Pack	194	
35	TISSUE 12 Rolls 300 Sheets 2ply Bundle	pack	40	
36	Flash Drive, 64 GB Capacity	pc	60	
37	USB Ultra Flash drive 3.0, 128gb	piece	52	
38	MARKER/HIGHLIGHTER, Fluorescent, assorted colors	set	110	
39	Paper Clip, vinyl/plastic coated, 33mm	box	17	
40	Paper Clip, vinyl/plastic coated, Jumbo, 50mm	box	15	
41	NOTE PAD, Stick-on, 50mm x 76mm (2"x 3") 100 sheets per pad	piece	130	
42	NOTE PAD, Stick-on, 76mm x 76mm (3"x 3") 100 sheets per pad	piece	178	
43	NOTE PAD, Stick-on, 76mm x 100mm (3"x 4") 100 sheets per pad	piece	90	
44	NOTE PAD 4Color 2" x 2"	pc	159	
45	NOTE PAD, 1/2"x2, 15x50mm x 4 x 40, ASSORTED COLOR	pack	112	
46	NOTE PAD, STICK ON, 50MM X 76MM (2" X 4") MIN.	pad	306	
47	CORRECTION TAPE, 5mmx20m	piece	105	
48	PUNCHER, heavy duty, 7cm	piece	2	
49	3 hole puncher	unit	1	
50	PUNCHER, paper, heavy duty 2-whole	pc	24	
51	TAPE DISPENSER, big roll	piece	1	
52	Tape Dispenser , Heavy Duty Table Top	pc	15	
53	TAPE, clear, 1inch, 100M, 5 rolls	pack	5	
54	Label Maker Paper Tape, metallic, 12 mm x 4m -1/2 in x 13 ft, compatible to DYMO Letretag	roll	10	
55	Label Maker Paper Tape, plastic, 12 mm x 4m -1/2 in x 13 ft, compatible to DYMO Letretag	roll	10	
56	Duct Tape (1.89"-2.0" width) Color Green	rolls	14	
57	TAPE, Duct, 48 mm	Roll	2	
58	Tape, Transparent, 48mm	roll	121	
59	Tape, Transparent, 24mm	roll	205	
60	Double Sided Tape 12mm x 10mm	Piece	65	
61	Heat Resistant (Medium Weight) Clear Covers For Fastback Tape Binding Systems, 100 pcs/box	box	3	
62	Scissors heavy duty	pairs	5	
63	Scissors 175mm	pc	14	
64	morocco Cover, A4 size, Green	piece	200	

65	Morocco Board (100""s) / Paper Binding Cover 230gsm	pack	10	
66	Moroco Cover (Green) A4 100 sheets/ pack	pack	7	
67	Moroco Cover (Green) long 100 sheets/ pack	pack	5	
68	Duty Clipboard (thick plastic)	pcs	7	
69	Heavy Duty Extension Outlet	unit	1	
70	Extension Cord, universal outlet, 5-gang with switch	piece	2	
71	Heavy Duty Extension Cord 5m	pc	4	
72	Extension Cord Set ( Voltage Surge Protector with Line filter 4 outlets )	pc	18	
73	Extension cord (universal extension cord with fuse, atleast two outlets with USB port and 2-3 meters cord)	piece	6	
74	3 Tier Vertical Desk File Organizer, Metal	unit	1	
75	1TB Portable SSD	unit	2	
76	EXTERNAL HARD DRIVE, 1TB , 2.5'HDD, USB 3.0	pc	3	
77	Micro SD Card, 128GB with adapter	unit	2	
78	DATA FILE BOX, CHIPBOARD W/ COVER	piece	130	
79	CORRECTION FLUID (waterbased) 15ml	box	20	
80	Eraser, rubber (with ink eraser, white and blue)	pc	20	
81	NEON COLOR SELF ADHESIVE PAGE MARKERS (TRANSPARENT,BUNDLE)	pc	45	
82	Page Marker 5 Color 1/2 x 2	PC	14	
83	RING BINDER, 51mm	bundle	10	
84	Ring Binder, Plastic 20mm	pack	10	
85	Ring Binder, Plastic A4 Size 14mm	pack	10	
86	Ring Binder, Plastic A4 Size 20mm	pack	5	
87	Ring Binder, Plastic A4 Size 51mm	pack	5	
88	Ring Binder 1 inch ( 100 pages capacity )	Bundle	1	
89	Ring Binder plastic 1/2 inch ( 75 pages capacity )	Bundle	1	
90	Ring binder (1/2 inches 12mm)	bundle	5	
91	Ring Binder, 10mm x 1.12m, plastic, 10 pcs /bundle	Bundle	2	
92	Ring Binder, 14mm x 1.12m, plastic, 10 pcs /bundle	Bundle	2	
93	Ring Binder, 16mm x 1.12m, plastic, 10 pcs /bundle	Bundle	2	
94	Ring Binder, 22mm x 1.12m, plastic, 10 pcs /bundle	Bundle	2	
95	Ring Binder, 25mm x 1.12m, plastic, 10 pcs /bundle	Bundle	4	
96	Ring Binder, 28mm x 1.12m, plastic, 10 pcs /bundle   300	Bundle	2	
97	Ring Binder, 8mm x 1.12m, plastic, 10 pcs /bundle	bundle	2	
98	Cutter, Heavy Duty,18mm Retractable	piece	5	
99	Cutter Blade, 25mm x 11mm x 120mm for heavy duty cutter	piece	32	
100	Cutter Utility Blade 100x18x0.5mm	piece	5	
101	PUSH PIN FLAT HEAD TYPE ASSORTED COLORS 100 PIECES PER CASE	case	13	
102	Morroco A4 Board (Green) 100sheets	pack	5	
103	BATTERY, A23/12v, 2PIECES/PACK	pack	1	
104	STAMP PAD INK, 30ml (violet)	bottle	5	

105	Sign Here Post It	box	160	
106	Sign Here Yellow 25x43MM	pack	21	
107	sticky note with "SIGN HERE" label (pack, 100 pieces with different colors)	pack	100	
108	loose-leaf cover, made of chipboard, for legal	bundle	30	
109	FILE BOX WITH COVER	piece	50	
110	MAGAZINE FILE BOX, Large (with cover)	packs	5	
111	MAGAZINE FILE BOX, Large	pc	20	
112	Signature Sticky Notes (125 sheets)	pack	200	
113	Filing Box ( 125 mm x 230 x 400 mm , Black & Thick )	piece	60	
114	Binding Presentation Cover (Clear/Transparent, 100 pieces/bundle, 8.5 x 14 / Legal size)	bundle	2	
115	Thermal Binding Hard Cover Portrait, A4	box	3	
116	Clear Linen Thermal Binding Covers, A4	box	3	
117	Clear Front- Black Linen Back Thermal Binding Covers, A4	pc	20	
118	Clear Front-Glossy White Back Thermal Binding Covers, A4	pc	30	
119	Thermal Binding Hot Glue Strips 1" X 11", 100 pcs/box	box	5	
120	Thermal Binding Machine (1-50MM Binding Features, Power: 100W, Binding Size: 320x50mm(A3, A4, A5, A6), Binding thickness: 1-50mm, Warm-up time: 3 minutes, Applicable cover thickness: 50-350g, 50mm Extra Thick Binding: Any thickness ranging from 1 to 500 sheets of paper, ABS board and full metal handle are durable, heat-resistant, non-toxic, and designed for long-lasting use)	unit	1	
121	4 Layer Desk File Organizer Document Paper Tray	piece	6	
123	Stapler heavy duty	unit	25	
124	Stationery Table Top Whiteboard Double Side (48x3x33 cm)	piece	22	
125	Table Sharpener	piece	2	
126	Box File Top and Side Opening-Legal size with cover	piece	100	
127	EXTERNAL HARD DRIVE, 2 TB Portable, USB 3.0 3 Year Warranty	piece	16	
128	Leveret Storage box 15.5 x 4.5 x 9.5 inch	pcs	15	
129	White Board 24x18 inches	Piece	2	
130	Acrylic Table Nametag/Nameholder 4W" x 9L"	pc	70	
131	Card Reader	piece	20	
132	Cutting mat, A3	piece	5	
133	Cutting mat, legal	piece	5	
134	SD Card, 64 GB	pc	10	
135	Colored bookmark, point sticky note, plastic paper index tabs, 44mm x 6mm, flag type	pc	90	
136	DRAWING INK, FOR FILM AND PAPER, 22ml (for technical pens)	bottle	22	

137	TOILET TISSUE PAPER, 2-PLY, 12's/pack	pack	102	
138	STENO NOTEBOOK	piece	10	
139	EXTENSION CORD, HEAVY DUTY w/ switch (6m, 6gangs)	piece	22	
140	Heavy Duty Paper Shredder - Cross cut - Shreds continuously - Also shreds staples, paper clips and credit cards - Bin Capacity: range 17-25L	unit	3	
141	Standard Stapler w/ remover	unit	32	
142	LAMINATING FILM, A4 SIZE, 250 microns, 100 pcs/pack	pack	1	
143	Page Markers (Sticky Flags)	pack	20	
144	BLADE, for general purpose cutter/utility knife	tube	28	
145	CLEARBOOK, A4 size 20~40 transparent pockets	pc	45	
146	CLIP, backfold, 25mm	box	51	
147	CLIP, backfold, 32mm	box	143	
148	CLIP, backfold, 50mm	Box	117	
149	RUBBER BAND No. 18	box	20	
150	RECORD BOOK, 300 PAGES	book	15	
151	RECORD BOOK, 500 PAGES	book	35	
152	Super sticky note, "3x3" assorted colors	piece	112	
153	Super sticky note, "3x5" assorted colors	piece	113	
154	EDP Binder TB for 14 1/2 x 15 1/2	piece	20	
155	STAPLE REMOVER, plier-type	piece	28	
156	BINDING RING/COMB, plastic, 32 mm	box	1	
157	Calculator, Compact, 12 digits	unit	4	
158	Cutter/Utility Knife, 9mm	unit	11	
159	STAPLE WIRE, 23/8, 5MM STAPLE	BOX	22	
160	Battery, dry cell, size AAA, 2pc/pack	pack	5	

**CONFORME:**

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

## LOT 2: WRITING MATERIALS

Item No.	Item Description	Unit	Qty.	Statement of Compliance
<b>WRITING MATERIALS</b>				
1	SIGN PEN Retractable, 0.7mm Fine Line Metal Tip Liquid Gel Pen, Black Ink	piece	20	
2	SIGN PEN Retractable, 0.7mm Fine Line Metal Tip Liquid Gel Pen, Blue Ink	piece	15	
3	BALLPEN, Retractable, Oil based Gel pen, 25-50 pcs/tube, BLUE	tube	2	
4	SIGN PEN, Liquid or Gel, 0.7mm, BLUE, 12pcs/pack	packs	10	
5	SIGN PEN, Rollerball pen, 0.7mm, color BLUE,	piece	10	
6	SIGN PEN, Rollerball pen, 0.7mm, color Black	piece	93	
7	Pencil, lead/graphite, with eraser, one (1) dozen per box	box	17	
8	Field Mechanical Pencil with lead refill	pcs	13	
9	Mechanical Pencil, lead refill	pack	5	
10	Mechanical Pencil, Lead size 0.5	pc	10	
11	PENCIL (F) 12 pcs / box	box	1	
12	PENCIL (H) 12 pcs / box	box	1	
13	PENCIL (HB) 12 pcs / box	box	1	
14	Pencil #2, 12 pcs/box	box	1	
15	SIGN PEN BLACK, LIQUID /GEL INK 0.5MM NEEDLE TIP	piece	1,102	
16	sign pen blue, liquid/gel ink 0.5mm needle tip	piece	670	
17	SIGN PEN, RED, liquid/gel ink, 0.5mm needle tip	pc	133	
18	sign pen green, liquid/gel ink 0.5mm needle tip	piece	100	
19	sign pen violet, liquid/gel ink 0.5mm needle tip	piece	50	
20	Gel Signature Pen 1.0mm Black	piece	30	
21	BALLPOINT PEN, black	box	25	
22	BALLPOINT PEN, blue	box	25	
23	BALLPOINT PEN, red	box	10	
24	Ballpoint Pen, with Stick holder, Black	piece	60	
25	Isograph Technical (Drafting) pens with drawing inks	set	3	
26	Marker, Whiteboard, Black, Felt Tip, Bullet Type	piece	169	
27	Marker, Whiteboard, Blue, Felt Tip, Bullet Type	piece	56	
28	Marker, Permanent, Black, Fine	piece	163	
29	MARKER, permanent, blue, fine	piece	144	
30	pure liquid ink hi-techpoint V7 RT Pen Black	pcs	200	
31	pure liquid ink hi-techpoint V7 RT Pen Blue	piece	100	
32	Pen, Pure Liquid Ink (.007 mm, hi-tech point, Blue, 3-5 pcs per bundle)	bundle	12	
33	Ball point pen, .5mm, Black	piece	120	

34	Ball point pen, .5mm, Blue	piece	20	
35	MARKER, Permanent, Red	piece	43	
36	MARKER, Whiteboard, Red	piece	23	
37	Paper, Multicopy A4, 80 gsm, 500 sheets per ream	Ream	1,013	
38	MULTICOPY PAPER, LEGAL SIZE 80gsm, 500Sheets	reams	345	
39	Multicopy Paper, Folio 80Gsm, 500 sheet	Ream	45	
40	Paper, A3, 80gsm, 500pcs/ream, Multipurpose	ream	43	
41	PAPER, A3, 11.75" x 16.5" s-24	ream	80	
42	Paper, multicopy, A1, 80 gsm	reams	5	
43	Geologic Waterproof Notebook (4.375" x 7.25"size; 160 pages / 80 sheets	pcs	10	
44	A4 Matte Photo Paper (20Sheets per pack)	packs	18	
45	Photo Paper A4 Size 235 gsm (Satin)	Packs	30	
46	PHOTO PAPER, HIGH GLOSS, 20 SHEETS / PACK 230GSM A4	pack	35	
47	Photo Paper ( A4 size matte 10"s bundle )	bundle	7	
48	Photopaper, Glossy, waterproof, A3, 230gsm, 20shts/pack	pack	60	
49	Photopaper, branded, A4, 230gsm, 20 sheets/pack	pack	60	
50	A4 Specialty Paper White 200 gsm (10 sheet/pack)	packs	16	
51	A4 Sticker Paper Waterproof White (10 sheets per pack)	packs	16	
52	Sticker Paper (A4 size , 105gsm)	pack	50	
53	Sticker Paper, White, A4, 80gsm, Matte, 10's	pack	6	
54	Matte Sticker paper, (100 pieces)	pack	5	
55	Sticker paper (labels and adhesive)	bundle	5	
56	Sticker paper, A4, 10 sheets/pack	pack	60	
57	Engineer's Field NoteBook (7.5" x 5")	pcs	58	
58	Official Cash Book for Reg. D.O. (General Form No. 103)	pc	40	
59	Official Cashbook (General Form No 51A)	pc	40	
60	Warrant Register Book (General Form No. 105)	pc	40	
61	Z type arrow indexer, 10x45mm, 20 sheets, 5pads, set	set	60	
62	Index Card 5x8 100 per pack	packs	20	
63	Paper Set (4R Size Paper and Ink Cartridge, 108 sheets)	sets	20	
64	Thermal Bind Paper, A4, Landscape, 250 sheets/pack	pack	3	
65	Thermal Bind Paper, A4, Portrait, 250 sheets/pack	pack	3	
66	COMPUTER CONTINUOUS FORMS, 3 ply, 11" x 14-7/8", NIA Payroll Form	box	40	
67	ENVELOPE, Expanding Kraft, legal, 100's per box	box	6	
68	FOLDER, pressboard expandable, color WHITE, Legal size, 100 pieces per box	box	13	
69	folder, pressboard, size: 240mm x370mm (-5mm)	bundle	10	
70	FOLDER, Pressboard/Expanding, legal size, green, 100pcs/box	boxes	1	

71	FOLDER, Lever Arch Files, Legal size, 3 inches, GREEN	pcs	4	
72	Folder, long size Lever Arch Files	pcs	20	
73	Folder, Lever Arch File, A4, 3 inches	pcs	20	
74	Report Cover Folder, Long or Legal Size (expanding spine), plastic front with fastener	pcs	40	
75	Report Cover Folder, A4 (expanding spine), plastic front with fastener	pcs	40	
76	ARCH FILE, Data Folder	piece	20	
77	FOLDER ARCH FILE 3 inches Lever with Ring Binder and Metal Finger Pull	piece	50	
78	DATA FILE FOLDER with finger ring (3"x9"x15") (top bind)	piece	30	
79	Data Folder w/ finger ring (3" x 9" x 15"), 2 Hole	pc	50	
80	Folder, Expanding, legal size, green 100 pcs/box	box	6	
81	FOLDER, TAGBOARD, for legal size documents	pack	10	
82	CLEAR FOLDER, heavy weight "Legal size"	piece	50	
83	Tagboard/ Folder White (100pcs/ream) A4 size	ream	9	
84	Vertical Document Folder, (Hard Plastic) 12"x9.6"	pc	12	
85	Folder, White (Legal size) 100/bundle	bundle	21	
86	Slide Folder w/ slider, Plastic, A4, Clear	pc	100	
87	Slide Folder w/ slider, Plastic, Long, Clear	pc	100	
88	Vertical Document Folder (Hard Plastic) 12"x 9.6"	pc	20	
89	Plastic Envelope (Expandable plastic envelope with lock and and handle, Legal size and clear or frosty color))	piece	22	
90	CLEAR BOOK, (Branded, 20 sheets, Legal size & Gray or Black cover color))	piece	30	
91	CLEARBOOK, Legal size 20~40 transparent pockets	Piece	48	
92	Folder, (white folder with tab divider) at least 4 pieces in bundle	bundle	30	
93	DATA FOLDER	piece	25	
94	FOLDER with tab, A4 (100pcs.)	pack	10	

**CONFORME:**

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

### LOT 3: IT CONSUMABLES

Item No.	Item Description	Unit	Qty.	Statement of Compliance
<b>CONSUMABLES</b>				
1	Epson 003 black 65 ml ink bottle	bottle	608	
2	Epson 003 magenta 65 ml ink bottle	bottle	449	
3	Epson 003 cyan 65 ml ink bottle	bottle	449	
4	Epson 003 yellow 65 ml ink bottle	bottle	462	
5	EPSON Ink Bottle C13T00V400 (001 Yellow), 65ml	piece	20	
6	EPSON, INK BOTTLE, T00V100 FOR L300 printer, BLACK	bottles	5	
7	EPSON, INK BOTTLE, T00V100 FOR L300 printer, CYAN	bottles	5	
8	EPSON, INK BOTTLE, T00V100 FOR L300 printer, MAGENTA	bottles	5	
9	EPSON, INK BOTTLE, T00V100 FOR L300 printer, YELLOW	bottles	5	
10	TONER CARTRIDGE BLACK, (Fuji Xerox AP2060)	carts	2	
11	TONER CARTRIDGE, Fuji Xerox AP2060, Black, CT202488	piece	5	
12	TONER CARTRIDGE CYAN, (Fuji Xerox AP2060)	carts	1	
13	TONER CARTRIDGE, Fuji Xerox AP2060, CYAN, CT202489	piece	3	
14	TONER CARTRIDGE, MAGENTA, (Fuji Xerox AP2060)	carts	1	
15	TONER CARTRIDGE, Fuji Xerox AP2060, Magenta, CT202489	piece	3	
16	TONER CARTRIDGE, YELLOW, (Fuji Xerox AP2060)	carts	1	
17	TONER CARTRIDGE, Fuji Xerox AP2060, YELLOW, CT202491	piece	3	
18	INK, Epson 008, Black 70 ml.	bottle	109	
19	INK, Epson 008, Yellow 70 ml.	bottle	59	
20	INK, Epson 008, Magenta 70 ml.	bottle	59	
21	INK, Epson 008, Cyan 70 ml.	bottle	64	
22	Premium Bottle Ink Black, 664, 70ml, Original	pc	130	
23	INK CART, EPSON C13T664100 (T6641), Black	cart	50	
24	EPSON 664 Blue Original Ink Bottle	bottle	15	
25	Epson 664 magenta 70 ml ink bottle	bottle	105	
26	Premium Bottle Ink Yellow, 664, 70ml, Original	pc	150	
27	Premium Bottle Ink Cyan, 664, 70ml, Original	pc	90	
28	INK CART, EPSON C13T664100 (T6642), Cyan	Piece	45	
29	INK CART, EPSON C13T664100 (T6644), Yellow	Piece	45	
30	brother drum DR-225	cartridge	3	
31	Brother Ink Cartridge LC-3617 (Black)	carts	55	
32	Brother Ink Cartridge LC-3617 (Cyan)	carts	27	
33	Brother Ink Cartridge LC-3617 (Yellow)	carts	27	
34	Brother Ink Cartridge LC-3617 (Magenta)	carts	27	
35	Brother original toner tn2480 high yield	cart.	1	
36	Brother Original BT D60BK (Black)	bottle	70	
37	Ink bottle BT5000, Black	pc	35	



38	Ink Cartridge, Brother BT-6000BK, Black	cart	63	
39	Ink Cartridge, Brother BT-5000C, Cyan	cart	120	
40	Brother Original BT5000M (Magenta)	bottle	110	
41	Ink Cartridge, Brother BT-5000M, Magenta	cart	10	
42	Ink Cartridge, Brother BT-5000Y, Yellow	cart	105	
43	Ink cart, brother LC73B, Black	cart	20	
44	Ink cart, brother LC73C, Cyan	cart	10	
45	Ink cart, brother LC73M, Magenta	cart	10	
46	Ink cart, brother LC73Y, Yellow	cart	10	
47	TONER CART, BROTHER TN-2260, for Printer Telefax 2840	CART	2	
48	Ink, Black, BTD60BK 6500* (Brother DCP-T710W Printer)	bottle	15	
49	Ink, Cyan, BT5000C 5000* (Brother DCP-T710W Printer)	bottle	15	
50	Ink, Magenta, BT5000M 5000* (Brother DCP-T710W Printer)	bottle	15	
51	Ink, Yellow, BT5000Y 5000* (Brother DCP-T710W Printer)	bottle	15	
52	drum cartridge, black, Fujifilm APEOS C2060	cartridge	1	
53	drum cartridge, cyan, Fujifilm APEOS C2060	cartridge	1	
54	drum cartridge, magenta, Fujifilm APEOS C2060	cartridge	1	
55	drum cartridge, yellow, Fujifilm APEOS C2060	cartridge	1	
56	Toner Cartridge, black, Fujifilm APEOS C2060	bottle	8	
57	Toner Cartridge, cyan, Fujifilm APEOS C2060	bottle	1	
58	Toner Cartridge, magenta, Fujifilm APEOS C2060	bottle	1	
59	Toner Cartridge, yellow, Fujifilm APEOS C2060	bottle	1	
60	Waste Toner bottle, Fujifilm APEOS C2060	bottle	1	
61	Toner Cartridge (Black) for ApeosPort C2060 / C 2560 /C3060	carts	5	
62	Toner Cartridge (Cyan) for ApeosPort C2060 / C 2560 /C3060	carts	3	
63	Toner Cartridge (Magenta) for ApeosPort C2060 / C 2560 /C3060	carts	3	
64	Toner Cartridge (Yellow) for ApeosPort C2060 / C 2560 /C3060	carts	3	
65	HP Black Ink Cartridge P2V96A	cartridge	1	
66	HP black photo Ink Cartridge P2V61A	cartridge	1	
67	HP CN057A 932 Black Ink Cartridge	cartridge	1	
68	HP CN058A 933 Cyan Ink Cartridge	cartridge	2	
69	HP CN059A 933 Magenta Ink Cartridge	cartridge	2	
70	HP CN060A 933 Yellow Ink Cartridge	cartridge	2	
71	HP Cyan Ink Cartridge P2V56A	cartridge	2	
72	HP Gray Ink Cartridge P2V60A	cartridge	2	
73	HP Magenta Ink Cartridge P2V57A	cartridge	2	
74	HP Yellow Ink Cartridge P2V58A	cartridge	2	
75	Ink Cartridge, HPP CF210 A (131A), black	cartridge	2	
76	Ink Cartridge, HPP CF211 A (131A), cyan	cartridge	2	
77	Ink Cartridge, HPP CF212 A (131A), yellow	cartridge	2	

78	Ink Cartridge, HPP CF213 A (131A), magenta	cartridge	2	
79	HP 1015 Printer, Ink Black 678	pc	10	
80	HP 1015Printer, Ink Tricolor 678	pc	10	
81	HP laser Jet Pro M452dn 410A (CF410A-Black) Toner Cartridge (CAS-CMD)	Piece	8	
82	HP laser Jet Pro M452dn 410A (CF411A-Cyan) Toner Cartridge (CAS-CMD)	Piece	5	
83	HP laser Jet Pro M452dn 410A (CF412A-Yellow) Toner Cartridge (CAS-CMD)	Piece	5	
84	HP laser Jet Pro M452dn 410A (CF413A-Magenta) Toner Cartridge (CAS-CMD)	Piece	5	
85	INK CARTRIDGE, HP C2P04AA (HP62) Black	cart	1	
86	Ink, Cart, HP Lazer Jet 79A, Black	cart	10	
87	HP Deskjet 2335 (682) black	cartridge	80	
88	HP Deskjet 2335 (682) Tri-color	cartridge	80	
89	Toner cartridge, Canon 313	cartridge	1	
90	Premium Bottle Ink Black, 001, 70ml, Original	pc	228	
91	Premium Bottle Ink Cyan, 001, 70ml, Original	pc	179	
92	Premium Bottle Ink Magenta, 001, 70ml, Original	pc	214	
93	Premium Bottle Ink Yellow, 001, 70ml, Original	pc	159	
94	CT201734 Fuji Xerox Toner Cartridge, 3065	cart	5	
95	INK Canon CL-35, Black	Piece	5	
96	INK Canon CL-36, Tricolor	Piece	5	
97	Shiny SHI-40600 Self-Inking Refill Ink, Black	Piece	5	
98	Shiny SHI-40600 Self-Inking Refill Ink, Red	Piece	5	
99	CANON CLI-36 Color Ink Cartridge	cart	8	
100	CANON PGI-35BK Black Ink Cartridge	cart	8	
101	Canon MP 237 PG810 Black	pc	50	
102	Canon MP 237 PG811 Colored	pc	50	
103	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Black	pc	50	
104	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Cyan	pc	50	
105	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Magenta	pc	50	
106	Canon Pixma ix6770 Canon Ink Cartridge CLI-751 Yellow	pc	50	
107	Canon Pixma ix6770 Canon Ink Cartridge PGI-750 Black	pc	50	
108	Epson, Ink Bottle, BK - 005, 120ml	bottle	60	
109	Epson L665-INK BK 774	bottle	10	
110	Epson S015531 Ribbon Cartridge Black for use with LQ-2190	piece	20	
111	Epson FX 2175, Ribbon Cartridge	cart	54	
112	Epson LQ 2190, Ribbon Cartridge	cart	54	
113	Epson LQ 310, Ribbon Cartridge	cart	30	
114	Epson Ribbon Cartridge - FX 2175II	piece	24	
115	Epson LX-310 cartridge	cartridge	20	
116	Maintenance Cartridge (MC-G01) compatible for GX7070	pc	15	
117	Epson Maintenance Box	piece	5	

118	Drum Cartridge Replacement Fuji Xerox Docuprint CP305d	unit	1	
119	INK CARTRIDGE, HP L0S63AA (HP955XL), Cyan Original	cart	5	
120	INK CARTRIDGE, HP L0S66AA (HP955XL), Magenta	cart	5	
121	INK CARTRIDGE, HP L0S69AA (HP955XL), Yellow	cart	5	
123	INK CARTRIDGE, HP L0S72AA (HP955XL), Black Original	cart	10	
124	TONER CARTRIDGE, HP CE278A, Black	cart	10	
125	Ribbon Cartridge, Epson C13S015531 (S015086)	cart	2	
126	INK CARTRIDGE, HP L0S51AA (HP955), Cyan Original	cart	3	
127	INK CARTRIDGE, HP L0S54AA (HP955), Magenta Original	cart	3	
128	INK CARTRIDGE, HP L0S57AA (HP955), Yellow Original	cart	3	
129	INK CARTRIDGE, HP L0S72AA (HP955XL), Black Original	cart	3	

**CONFORME:**

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

**LOT 4: SANITARY SUPPLIES**

Item No.	Item Description	Unit	Qty.	Statement of Compliance
<b>SANITARY SUPPLIES</b>				
1	ALCOHOL, isopropyl, 68%-72%, scented, 3.785 liters	gallons	15	
2	ALCOHOL, isopropyl, 68%- 72%, 500ml (-5ml)	bottle	6	
3	ALCOHOL, ethyl, 68%-72%, scented, 3.785 liters	gallon	80	
4	AIR FRESHENER, Aerosol type, 300ml	can	110	
5	LIQUID HAND SOAP, with antibacterial & moisturizer, 500ml, scented	bottle	72	
6	INSECTICIDE, multi-insect spray, water based, odorless, 500ml	can	18	
7	Insecticide, Aerosol type, 500ml, Multi-insect Killer, Scented	can	67	
8	DISINFECTANT SPRAY, Room & Multi-Surface 280ml, 3cans	pack	192	
9	Bleaching/Disinfectant, Color safe, Gallon	gallon	30	

10	Furniture Enhancing Polish Spray (Aerosol) 330ml	can	5	
11	CLEANER, Toilet Bowl and Urinal, 3.7L	gallon	4	
12	Detergent Washing Powder	kg.	90	
13	Fabric Conditioner, Antibac 800ml. bottle	bottle	44	
14	Twine, Plastic, 1Kg	Piece	2	
15	Tape, Electrical	piece	1	
16	Cling wrap 16inch, 300cm	piece	30	

**CONFORME:**

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

## ***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

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

### *Class “B” Documents*

- ☐ (h) If applicable, duly signed joint venture agreement (JVA) in accordance with 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

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

## ***Section IX Bidding Forms***

## **TABLE OF CONTENTS**

<b>BID FORM.....</b>	<b>49</b>
<b>BID PRICE SCHEDULE.....</b>	<b>51</b>
<b>CONTRACT AGREEMENT FORM.....</b>	<b>53</b>
<b>OMNIBUS SWORN STATEMENT.....</b>	<b>56</b>
<b>BID SECURING DECLARATION FORM .....</b>	<b>59</b>
<b>PERFORMANCE SECURING DECLARATION.....</b>	<b>61</b>
<b>STATEMENT OF ALL PRIVATE AND GOVERNMENT ONGOING CONTRACTS INCLUDING AWARDED BUT NOT YET STARTED.....</b>	<b>63</b>
<b>STATEMENT OF BIDDER’S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID .....</b>	<b>64</b>



## 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:

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

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------


(if none, state “None”) /

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

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

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

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

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 Abroad***

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.**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ with (insert type of government identification card used) valid until \_\_\_\_\_, known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their own free and voluntary act and deed.

This Contract Agreement, consisting of \_\_\_\_\_ pages, including this notarial acknowledgement, duly signed by both parties and their instrumental witnesses on each and every page thereof, refers to the contract for \_\_\_\_\_

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and at the place first above-written.

NOTARY PUBLIC

Until December 31, 2020

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, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

**SUBSCRIBED AND SWORN** 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 \_\_\_\_\_

## **Bid Securing Declaration Form**

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

---

REPUBLIC OF THE PHILIPPINES)

CITY 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]**

**SUBSCRIBED AND SWORN** 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 \_\_\_\_\_

## Performance Securing Declaration (Revised)

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

---

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/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]**

**SUBSCRIBED AND SWORN** 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 Administration

Contract Number : \_\_\_\_\_

Name of the Contract : \_\_\_\_\_

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

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>							
<u>Private</u>							
Total Value of Outstanding Contracts							

Prepared and submitted by: \_\_\_\_\_

Print Name and Signature

Designation : \_\_\_\_\_

Company Name : \_\_\_\_\_

Address : \_\_\_\_\_

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

National Irrigation Administration

Contract Number : \_\_\_\_\_

Name of the Contract : \_\_\_\_\_

\_\_\_\_\_

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID**

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

\_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Date of Delivery
<b><u>Government</u></b>						
<b><u>Private</u></b>						

Note: This Statement shall be supported/attached with:

1. End User's Acceptance, **or**
2. Official Receipt, **or**
3. Sales Invoice

Prepared and submitted by: \_\_\_\_\_

Print Name and Signature

Designation : \_\_\_\_\_

Company Name : \_\_\_\_\_

Address : \_\_\_\_\_

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



