

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

Reference No.: MGPIN – 2024-04-084

Project Title: Purchase of Office Supplies

Location: Municipal Hall, Pasuquin, Ilocos Norte

Source of Fund: General Fund 2024

Approved Budget for the Contract (ABC): Php 1,561,885.99

Sixth Edition
July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Office of the Municipal Mayor
BIDS AND AWARD COMMITTEE
Pasuquin, Ilocos Norte

INVITATION TO BID FOR


PURCHASE OF OFFICE SUPPLIES

1. The ***LGU-Pasuquin*** through the ***GENERAL FUND CY 2024*** intends to apply the sum of ***Php 1,561,885.99*** being the ABC to payments under the contract for ***MGPIN-2024-04-084 PURCHASE OF OFFICE SUPPLIES*** located at ***MUNICIPAL HALL PASUQUIN, ILOCOS NORTE***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***LGU-Pasuquin*** now invites bids for the above Procurement Project. Delivery of the Goods is required for ***thirty (30) calendar days***. Bidders should have completed, within ***one (1) year*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from ***LGU-Pasuquin*** and inspect the Bidding Documents at the address given below during ***8:00 AM to 5:00 PM***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***May 13, 2024 to June 4, 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 (*Php 5,000.00*).
6. The ***LGU-PASUQUIN*** will hold a Pre-Bid Conference on ***May 23, 2024 at 1:00 P.M.*** at 3rd Floor, Municipal Hall, Pasuquin, Ilocos Norte which shall be open to prospective bidders.


7. Bids must be duly received by the BAC Secretariat at the office address below on or before **June 4, 2024 at 2:00 P.M.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
8. Bid opening shall be on **June 4, 2024 at 2:00 P.M.** Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
9. *Municipality of Pasuquin with the address Maharlika Highway, Barangay 01 Poblacion, Pasuquin, Ilocos Norte, with contact number (077) 677-1128.*
10. The **LGU-Pasuquin** 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:


SANTITO MENOR
Head BAC Secretariat
Maharlika Highway
Barangay 01 Poblacion
Pasuquin, Ilocos Norte
(077) 677-1128
pasuquin_bac.secretariat@yahoo.com


PATRICK JOHN T. RATUJA
BAC Chairman
MGPIN-2024-04-084

12. You may visit the following websites:

For downloading of Bidding Documents: ***lgupasuquin.com***


PATRICK JOHN T. RATUJA
BAC Chairman
MGPIN-2024-04-084

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, *LGU-Pasuquin* wishes to receive Bids for the *Purchase of Office Supplies* under with identification number *MGPIN-2024-04-084*.

The Procurement Project (referred to herein as “Project”) is composed of *one lot and two hundred seven items the details of which are described in Section VII (Technical Specifications)*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *GENERAL FUND CY 2024 in* the amount of *Php 1,561,885.99*.

2.2. The source of funding is:

- a. LGUs, the Annual Budget, as approved by the Sanggunian.

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.

- 5.3. 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 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.
- 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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address on **May 23, 2024 at 1:00 P.M.**, 3rd Floor, Municipal Hall, Pasuquin, Ilocos Norte 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)**.

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**

- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (k) If applicable, a duly signed joint venture agreement (JVA) 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.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **one (1) year** prior to the deadline for the submission and receipt of bid
- 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)**.
 - (a). Original of duly signed and accomplished Financial Bid form; and
 - (b). Original of duly signed and accomplished Price Schedule (s).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- 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 the **BDS**.

13. Bid and Payment Currencies

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and bid security shall be valid until **120 calendar days** [Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit 3 sets (original, copy 1 and copy 2) with tabbing's and the size of the bond paper to be use is legal or long bond paper.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.
In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>All kinds of office supplies.</i> b. <i>Completed within 1 year prior to the deadline for the submission and receipt of bids.</i>
7.1	<i>No further instruction.</i>
12	The price of the Goods shall be quoted DDP <i>Municipal Hall, Pasuquin, Ilocos Norte</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"> a. The amount of not less than <i>Php 31,237.71 (2%) of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Php 78,094.29 (5%) of ABCJ</i> if bid security is in Surety Bond.
15	<i>Each Bidder shall submit 3 sets (original, copy 1 and copy 2) with tabbing's and the size of the bond paper to be use is legal or long bond paper.</i>
19.3	<i>Purchase of Office Supplies – Php 1,561,885.99</i>
20.2	<i>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and Certificate of Registration from BIR and atleast two (2) Government Project for the last one (1) year and each equivalent supporting document (award, contract, proceed, inspection and acceptance).</i>
21.2	<p><i>The following documents shall form part of the contract:</i></p> <ul style="list-style-type: none"> a. <i>Contract Agreement</i> b. <i>Bidding Documents</i> c. <i>Winning bidders bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statement submitted;</i> d. <i>Performance Security</i> e. <i>Notice of Award of contract</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**.

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered <i>Municipal Hall, Pasuquin, Ilocos Norte</i> In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>Municipal Hall, Pasuquin, Ilocos Norte</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:</p> <p style="text-align: center;"><i>Maharlika Highway, Brgy. #01 Pob., Pasuquin, Ilocos Norte</i></p> <p style="text-align: center;">Mr. Patrick John T. Ratuita 0916-597-6433 Pasuquin_bac.secretariat@yahoo.com</p> <p style="text-align: center;">Eddie T. Pascua GSO Designate</p>
	<p>Packaging –</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>Transportation –</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</p>

	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>Intellectual Property Rights –</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	<i>Partial payment is not allowed the terms of payment shall as follows as per completed deliveries of good and support documents.</i>
4	The inspections and tests that will be conducted: <i>upon delivery</i>
	<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>1-year warranty</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>one (1) month</i> of placing the order.</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.

Item Number	Description	Qty	Unit	Total	Delivered, Weeks/Months
1	CLEARBOOK, 20 transparent pockets, legal	3	piece		30 CD
2	SIGN PEN, Black, liquid or gel	261	piece		30 CD
3	SIGN PEN, Blue, liquid or gel	130	piece		30 CD
4	SIGN PEN, Red, liquid or gel	32	piece		30 CD
5	BATTERY, dry cell, size AA, Two (2) pieces per blister pack	24	pack		30 CD
6	BATTERY, dry cell, size AAA, Two (2) pieces per blister pack	28	pack		30 CD
7	BATTERY, dry cell, size D, Two (2) pieces per blister pack	3	pack		30 CD
8	INK, for stamp pad, 50mL	6	bottle		30 CD
9	CARBON FILM, A4, 100 sheets per box	1	box		30 CD
10	EXTERNAL HARD DRIVE, 1TB	6	unit		30 CD
11	MOUSE, OPTICAL, USB connection type	17	unit		30 CD
12	GLUE, all-purpose, 200 grams	5	bottle		30 CD
13	TAPE, electrical	3	roll		30 CD
14	TAPE, masking, 24mm	86	roll		30 CD
15	TAPE, masking, 48 mm	38	roll		30 CD
16	TAPE, packaging, 48 mm	41	roll		30 CD
17	TAPE, transparent, 24mm	129	roll		30 CD
18	TAPE, transparent, 48 mm	58	roll		30 CD
19	CALCULATOR, Compact	4	unit		30 CD
20	CLIP, backfold, 25mm	8	box		

21	CORRECTION TAPE, 8 meters	194	piece		30 CD
22	DATA FILE BOX	3	piece		30 CD
23	FASTENER, metal, non-sharp edges, 50 sets per box	237	box		30 CD
24	FOLDER, Fancy with slide, legal	130	bundle		30 CD
25	FOLDER, pressboard, 100 pieces per box	32	box		30 CD
26	MARKER, Flourescent, 3 colors per set	24	set		30 CD
27	MARKER, Whiteboard, Black	50	piece		30 CD
28	MARKER, Whiteboard, Blue	3	piece		30 CD
29	MARKER, Whiteboard, Red	6	piece		30 CD
30	PAPER CLIP, vinly/plastic coated, 33mm	1	box		30 CD
31	PUNCHER, paper, heavy duty	5	piece		30 CD
32	STAMP PAD, felt	17	piece		30 CD
33	STAPLE REMOVER, plier type	5	piece		30 CD
34	NOTE PAD, stick on, 2" x 3", 100 sheets per pad	3	pad		30 CD
35	NOTE PAD, stick on, 3" x 3", 100 sheets per pad	86	pad		30 CD
36	NOTE PAD, stick on, 3" x 4", 100 sheets per pad	37	pad		30 CD
37	RECORD BOOK, 300 PAGES	39	book		30 CD
38	RECORD BOOK, 500 PAGES	127	book		30 CD
39	computer speaker	56	unit		30 CD
40	desktop camera wed with mic	4	piece		30 CD
41	mouse pad	8	piece		30 CD
42	wireless keyboard	194	piece		30 CD
43	wireless mouse	3	piece		30 CD
44	external hard disk 2TB	237	unit		30 CD

45	FLASHDRIVE 8GB	130	piece		30 CD
46	flashdrive 16gb	18	piece		30 CD
47	flashdrive 32gb	24	piece		30 CD
48	flash drive 64gb	28	piece		30 CD
49	OTG 128gb micro	3	piece		30 CD
50	OTG 128gb type c	6	piece		30 CD
51	usb keyboard	1	piece		30 CD
52	board paper long	5	pack		30 CD
53	oslo paper, 9x12 white or cream 180gsm	3	pack		30 CD
54	book paper s20 short, advance copy	20	ream		30 CD
55	book paper s20 A4, advance copy,	37	ream		30 CD
56	book paper s20 A4 hard copy	73	ream		30 CD
57	book paper s20 short, hard copy	25	ream		30 CD
58	book paper s20 A4 hard copy	105	ream		30 CD
59	book paper s20, legal hard copy	294	ream		30 CD
60	book paper hardcopy sub 24 short	37	ream		30 CD
61	book paper hardcopy sub 24 A4	96	ream		30 CD
62	book paper hardcopy sub 24 long	848	ream		30 CD
63	paper intermediate	6	pad		30 CD
64	eraser, rubber big	2	piece		30 CD
65	envelop coin #4	1	box		30 CD
66	envelop mailing	6	box		30 CD
67	envelop, brown, long	1041	piece		30 CD
68	envelop, brown, short	530	piece		30 CD
69	expanded folder long white	1461	piece		30 CD
70	expanded folder long blue	146	piece		30 CD

71	expanded folder long, green	5	piece		30 CD
72	expanded envelop long	1273	piece		30 CD
73	expanded envelop, plastic, legal (blue)	30	piece		30 CD
74	folder short,	231	piece		30 CD
75	folder, legal size	1169	piece		30 CD
76	FOLDER PRESSBOARD, MEDIUM	50	piece		30 CD
77	FOLDER PRESSBOARD, LONG	80	piece		30 CD
78	FOLDER ARCH FILE, 3" W/ HARD COVER TOP	5	piece		30 CD
79	FILE BOX	5	piece		30 CD
80	ink for numbering machine lion ink metal	1	bottle		30 CD
81	notebook spiral 80leaves	31	piece		30 CD
82	paper board, cream, short	40	pack		30 CD
83	paper board, soft green, short	40	pack		30 CD
84	paper board, white, short	45	pack		30 CD
85	paper board, pink, short	40	pack		30 CD
86	paper board A4, white	66	pack		30 CD
87	paper board, long, white	43	pack		30 CD
88	paper linen. Legal 10s	5	pack		30 CD
89	paper manila	2	piece		30 CD
90	paper sticker 10s long	5	pack		30 CD
91	parchment paper 100's	11	ream		30 CD
92	parchment paper A4 100's	8	ream		30 CD
93	photopaper, premium, glossy A4size	30	pack		30 CD
94	photo paper, matte A4	20	pack		30 CD
95	plastic cover asitate ilm 100sheet long-	2	box		30 CD

96	plastic cover asitrate ilm 100sheet A4	1	box		30 CD
97	PVC cover, long	1	pack		30 CD
98	record book 150pp	11	book		30 CD
99	record book 200pp	7	book		30 CD
100	official record book 300p	29	book		30 CD
101	official record book 500p	16	book		30 CD
102	sticker paper, glossy legal size white 10's	30	pack		30 CD
103	sticker paper, glossy A4 size white 10's	30	pack		30 CD
104	yellow paper	16	pad		30 CD
105	ballpen, black	222	piece		30 CD
106	ballpen, red	30	piece		30 CD
107	ballpen, retracktable black, matrix	101	piece		30 CD
108	ballpen, retracktable BLUE, matrix	72	piece		30 CD
109	ballpen, retracktable red	19	piece		30 CD
110	ballpen, retracktable blue	29	piece		30 CD
111	ballpen, retracktable black	89	piece		30 CD
112	ballpen retractable BP1 RT, black	127	piece		30 CD
113	ballpen retractable BP1 RT, blue	51	piece		30 CD
114	ballpen, fine. Black	20	piece		30 CD
115	ballpen, fine. Red	15	piece		30 CD
116	binder clip 41mm	49	box		30 CD
117	calculator HL HL122V 12digits (2waypower)	4	piece		30 CD
118	CALCULATOR 8DIGITS Mx8b	2	piece		30 CD
119	CALCULATOR, SCIENTIFIC	1	piece		30 CD
120	calculator, max 12B 12digits	1	piece		30 CD
121	correction pen liquid	16	piece		30 CD

122	correction tape 12m	81	piece		30 CD
123	cutter big, heavy duty	3	piece		30 CD
124	Dater, self-inking	7	piece		30 CD
125	drawing ink, mars matic 745	2	piece		30 CD
126	eraser, plastic rubber	10	piece		30 CD
127	fastener plastic	60	box		30 CD
128	file tray 3 layer	9	piece		30 CD
129	glue, blue gel 4 fl oz, 118ml	1	box		30 CD
130	glue, all-purpose 130ml	5	box		30 CD
131	glue all purpose,500g	15	jar		30 CD
132	glue tape, 10MM	5	piece		30 CD
133	glue gun, big	3	piece		30 CD
134	glue stick, big size	59	piece		30 CD
135	marker flourescent	85	piece		30 CD
136	marker permanent, red, fine, pilot	5	piece		30 CD
137	marker permanent, black, fine, pilot	28	piece		30 CD
138	marker permanent, blue fine	10	piece		30 CD
139	Pencil with eraser	105	box		30 CD
140	pentel pen fine black	20	piece		30 CD
141	pentel pen fine blue	15	piece		30 CD
142	hitech point .10 black	52	piece		30 CD
143	hitech point .10 blue	5	piece		30 CD
144	gtech .4 black	36	piece		30 CD
145	gtech .4 blue	36	piece		30 CD
146	gtech .5 black	20	piece		30 CD
147	hitech point .7 black	38	piece		30 CD

148	hitech point .7 blue	2	piece		30 CD
149	pentel pen broad	8	piece		30 CD
150	plastic envelope long	10	piece		30 CD
151	plastic cover, thick	1	roll		30 CD
152	push pin, 25's	10	pack		30 CD
153	ring binder, plastic 1/2"	10	piece		30 CD
154	ring binder, plastic 3/4"	10	piece		30 CD
155	ring binder, plastic 1"	10	piece		30 CD
156	ring binder, plastic 1 1/2"	10	piece		30 CD
157	ring binder, plastic 2"	10	piece		30 CD
158	ring binder 10mm	6	piece		30 CD
159	ruler metal	28	piece		30 CD
160	ruler plastic 12 inches	15	piece		30 CD
161	ruler plastic 24 inches	3	piece		30 CD
162	sign pen black broad/large 1.0	15	piece		30 CD
163	sign pen, 0.3 black	5	piece		30 CD
164	sign pen, pilot 0.4 black	40	piece		30 CD
165	sign pen, pilot 0.4 blue	31	piece		30 CD
166	sign pen, pilot 0.4 green	8	piece		30 CD
167	sign pen, pilot 0.4 red	8	piece		30 CD
168	sign pen, black	187	piece		30 CD
169	stabilo assorted color	5	set		30 CD
170	scissors, 7"	11	pair		30 CD
171	scissor stainless 10"	1	pair		30 CD
172	scissor, stainless, big	10	pair		30 CD
173	stapler #10, desktop	2	box		30 CD

174	stapler #10	6	piece		30 CD
175	scissor, 6"	5	pair		30 CD
176	stapler w/ pincher #35	42	piece		30 CD
177	staple wire #35	97	box		30 CD
178	staple wire #10	8	box		30 CD
179	staple wire chisel pointed 23/13 (1/2")	5	box		30 CD
180	staple remover, twin jaws	18	piece		30 CD
181	double sided tape 1"	36	roll		30 CD
182	tape duct 2"	2	roll		30 CD
183	Technical pen 0.3	2	piece		30 CD
184	Technical pen 0.5	2	piece		30 CD
185	Technical pen 0.6	2	piece		30 CD
186	Technical pen 0.10	2	piece		30 CD
187	thumb tacks	10	pack		30 CD
188	tracing paper, 80-85gsm 40inches x 20yards	5	piece		30 CD
189	typewriter ribbon	1	dozen		30 CD
190	EXTENSION CORD W/ PLUG, HD 4socket	3	piece		30 CD
191	Laminating Film roll	1	roll		30 CD
192	Rechargeble Battery AAA	4	pack		30 CD
193	Rechargeble Battery AA	4	pack		30 CD
194	Battery charger AAA and AA	1	unit		30 CD
195	Clip board long	12	piece		30 CD
196	File Organizer, expanding, plastic, legal	6	piece		30 CD
197	Battery AA rechargeable NiHM 800mAh per changed	20	piece		30 CD
198	Scissor 9"	2	piece		30 CD
199	Folder w/ tab, legal	5	pack		30 CD

200	sticky note, 1", 3pcs/pack	3	pack		30 CD
201	binder clip 19mm	15	box		30 CD
202	binder clip 50mm	5	box		30 CD
203	certificate frame w/ stand, 9"x12"	5	piece		30 CD
204	glue stick, small size	6	piece		30 CD
205	index tab, speedo transparent	3	box		30 CD
206	laminating film, A4 size, 216x303mm	2	pack		30 CD
207	Scissor 9"	1	pair		30 CD

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	CLEARBOOK, 20 transparent pockets, legal	
2	SIGN PEN, Black, liquid or gel	
3	SIGN PEN, Blue, liquid or gel	
4	SIGN PEN, Red, liquid or gel	
5	BATTERY, dry cell, size AA, Two (2) pieces per blister pack	
6	BATTERY, dry cell, size AAA, Two (2) pieces per blister pack	
7	BATTERY, dry cell, size D, Two (2) pieces per blister pack	
8	INK, for stamp pad, 50mL	
9	CARBON FILM, A4, 100 sheets per box	
10	EXTERNAL HARD DRIVE, 1TB	
11	MOUSE, OPTICAL, USB connection type	
12	GLUE, all-purpose, 200 grams	
13	TAPE, electrical	
14	TAPE, masking, 24mm	

15	TAPE, masking, 48 mm	
16	TAPE, packaging, 48 mm	
17	TAPE, transparent, 24mm	
18	TAPE, transparent, 48 mm	
19	CALCULATOR, Compact	
20	CLIP, backfold, 25mm	
21	CORRECTION TAPE, 8 meters	
22	DATA FILE BOX	
23	FASTENER, metal, non-sharp edges, 50 sets per box	
24	FOLDER, Fancy with slide, legal	
25	FOLDER, pressboard, 100 pieces per box	
26	MARKER, Flourescent, 3 colors per set	
27	MARKER, Whiteboard, Black	
28	MARKER, Whiteboard, Blue	
29	MARKER, Whiteboard, Red	
30	PAPER CLIP, vinly/plastic coated, 33mm	
31	PUNCHER, paper, heavy duty	
32	STAMP PAD, felt	
33	STAPLE REMOVER, plier type	
34	NOTE PAD, stick on, 2" x 3", 100 sheets per pad	
35	NOTE PAD, stick on, 3" x 3", 100 sheets per pad	
36	NOTE PAD, stick on, 3" x 4", 100 sheets per pad	
37	RECORD BOOK, 300 PAGES	
38	RECORD BOOK, 500 PAGES	
39	computer speaker	
40	desktop camera wed with mic	
41	mouse pad	

42	wireless keyboard	
43	wireless mouse	
44	external hard disk 2TB	
45	FLASHDRIVE 8GB	
46	flashdrive 16gb	
47	flashdrive 32gb	
48	flash drive 64gb	
49	OTG 128gb micro	
50	OTG 128gb type c	
51	usb keyboard	
52	board paper long	
53	oslo paper, 9x12 white or cream 180gsm	
54	book paper s20 short, advance copy	
55	book paper s20 A4, advance copy,	
56	book paper s20 A4 hard copy	
57	book paper s20 short, hard copy	
58	book paper s20 A4 hard copy	
59	book paper s20, legal hard copy	
60	book paper hardcopy sub 24 short	
61	book paper hardcopy sub 24 A4	
62	book paper hardcopy sub 24 long	
63	paper intermediate	
64	eraser, rubber big	
65	envelop coin #4	
66	envelop mailing	
67	envelop, brown, long	
68	envelop, brown, short	
69	expanded folder long white	
70	expanded folder long blue	

71	expanded folder long, green	
72	expanded envelop long	
73	expanded envelop, plastic, legal (blue)	
74	folder short,	
75	folder, legal size	
76	FOLDER PRESSBOARD, MEDIUM	
77	FOLDER PRESSBOARD, LONG	
78	FOLDER ARCH FILE, 3" W/ HARD COVER TOP	
79	FILE BOX	
80	ink for numbering machine lion ink metal	
81	notebook spiral 80leaves	
82	paper board, cream, short	
83	paper board, soft green, short	
84	paper board, white, short	
85	paper board, pink, short	
86	paper board A4, white	
87	paper board, long, white	
88	paper linen. Legal 10s	
89	paper manila	
90	paper sticker 10s long	
91	parchment paper 100's	
92	parchment paper A4 100's	
93	photopaper, premium, glossy A4size	
94	photo paper, matte A4	
95	plastic cover asitate ilm 100sheet long-	
96	plastic cover asitate ilm 100sheet A4	
97	PVC cover, long	

98	record book 150pp	
99	record book 200pp	
100	official record book 300p	
101	official record book 500p	
102	sticker paper, glossy legal size white 10's	
103	sticker paper, glossy A4 size white 10's	
104	yellow paper	
105	ballpen, black	
106	ballpen, red	
107	ballpen, retractable black, matrix	
108	ballpen, retractable blue, matrix	
109	ballpen, retractable red	
110	ballpen, retractable blue	
111	ballpen, retractable black	
112	ballpen retractable BP1 RT, black	
113	ballpen retractable BP1 RT, blue	
114	ballpen, fine. Black	
115	ballpen, fine. Red	
116	binder clip 41mm	
117	calculator HL HL122V 12digits (2waypower)	
118	CALCULATOR 8DIGITS Mx8b	
119	CALCULATOR, SCIENTIFIC	
120	calculator, max 12B 12digits	
121	correction pen liquid	
122	correction tape 12m	
123	cutter big, heavy duty	
124	Dater, self-inking	
125	drawing ink, mars matic 745	

126	eraser, plastic rubber	
127	fastener plastic	
128	file tray 3 layer	
129	glue, blue gel 4 fl oz, 118ml	
130	glue, all-purpose 130ml	
131	glue all purpose,500g	
132	glue tape, 10MM	
133	glue gun, big	
134	glue stick, big size	
135	marker flourescent	
136	marker permanent, red, fine, pilot	
137	marker permanent, black, fine, pilot	
138	marker permanent, blue fine	
139	Pencil with eraser	
140	pentel pen fine black	
141	pentel pen fine blue	
142	hitech point .10 black	
143	hitech point .10 blue	
144	gtech .4 black	
145	gtech .4 blue	
146	gtech .5 black	
147	hitech point .7 black	
148	hitech point .7 blue	
149	pentel pen broad	
150	plastic envelope long	
151	plastic cover, thick	
152	push pin, 25's	
153	ring binder, plastic 1/2"	
154	ring binder, plastic 3/4"	
155	ring binder, plastic 1"	

156	ring binder, plastic 1 1/2"	
157	ring binder, plastic 2"	
158	ring binder 10mm	
159	ruler metal	
160	ruler plastic 12 inches	
161	ruler plastic 24 inches	
162	sign pen black broad/large 1.0	
163	sign pen, 0.3 black	
164	sign pen, pilot 0.4 black	
165	sign pen, pilot 0.4 blue	
166	sign pen, pilot 0.4 green	
167	sign pen, pilot 0.4 red	
168	sign pen, black	
169	stabilo assorted color	
170	scissors, 7"	
171	scissor stainless 10"	
172	scissor, stainless, big	
173	stapler #10, desktop	
174	stapler #10	
175	scissor, 6"	
176	stapler w/ pincher #35	
177	staple wire #35	
178	staple wire #10	
179	staple wire chisel pointed 23/13 (1/2")	
180	staple remover, twin jaws	
181	double sided tape 1"	
182	tape duct 2"	
183	Technical pen 0.3	
184	Technical pen 0.5	

185	Technical pen 0.6	
186	Technical pen 0.10	
187	thumb tacks	
188	tracing paper, 80-85gsm 40inches x 20yards	
189	typewriter ribbon	
190	EXTENSION CORD W/ PLUG, HD 4socket	
191	Laminating Film roll	
192	Rechargeble Battery AAA	
193	Rechargeble Battery AA	
194	Battery charger AAA and AA	
195	Clip board long	
196	File Organizer, expanding, plastic, legal	
197	Battery AA rechargeable NiHM 800mAh per charged	
198	Scissor 9"	
199	Folder w/ tab, legal	
200	sticky note, 1", 3pcs/pack	
201	binder clip 19mm	
202	binder clip 50mm	
203	certificate frame w/ stand, 9"x12"	
204	glue stick, small size	
205	index tab, speedo transparent	
206	laminating film, A4 size, 216x303mm	
207	Scissor 9"	

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

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

Technical Documents

- (d) 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**
- (l) 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**
- (m) 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**
- (n) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (o) 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

- (p) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (q) If applicable, a duly signed joint venture agreement (JVA) 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.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184 (as applicable)

- (t) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- government procurement activities for the same item or product.
- (u) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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 and 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: _____

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]

[Format shall be based on the latest Rules on Notarial Pr

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.

<i>[Insert Name and Signature]</i>	<i>[Insert Name and Signature]</i>
<i>[Insert Signatory's Legal Capacity]</i>	<i>[Insert Signatory's Legal Capacity]</i>
<i>for:</i>	<i>for:</i>
<i>[Insert Procuring Entity]</i>	<i>[Insert Name of Supplier]</i>

Acknowledgment

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

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:

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

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:

2. *[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];

3. *[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;)];

4. [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;**

5. 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;

6. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

7. *[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;

8. *[Name of Bidder]* complies with existing labor laws and standards; and
9. *[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]*.
11. *[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.
12. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

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

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:

4. 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.
5. 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.
6. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - d. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - e. 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
 - f. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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	11
Item	Description	Country of origin	Quantity	Brand/Model	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)
1	CLEARBOOK, 20 transparent pockets, legal									
2	SIGN PEN, Black, liquid or gel									
3	SIGN PEN, Blue, liquid or gel									
4	SIGN PEN, Red, liquid or gel									
5	BATTERY, dry cell, size AA, Two (2) pieces per blister pack									
6	BATTERY, dry cell, size AAA, Two (2) pieces per blister pack									
7	BATTERY, dry cell, size D, Two (2) pieces per blister pack									
8	INK, for stamp pad, 50mL									
9	CARBON FILM, A4, 100 sheets per box									
10	EXTERNAL HARD DRIVE, 1TB									
11	MOUSE, OPTICAL, USB connection type									

12	GLUE, all-purpose, 200 grams									
13	TAPE, electrical									
14	TAPE, masking, 24mm									
15	TAPE, masking, 48 mm									
16	TAPE, packaging, 48 mm									
17	TAPE, transparent, 24mm									
18	TAPE, transparent, 48 mm									
19	CALCULATOR, Compact									
20	CLIP, backfold, 25mm									
21	CORRECTION TAPE, 8 meters									
22	DATA FILE BOX									
23	FASTENER, metal, non-sharp edges, 50 sets per box									
24	FOLDER, Fancy with slide, legal									
25	FOLDER, pressboard, 100 pieces per box									
26	MARKER, Flourescent, 3 colors per set									
27	MARKER, Whiteboard, Black									
28	MARKER, Whiteboard, Blue									
29	MARKER, Whiteboard, Red									
30	PAPER CLIP, vinly/plastic coated, 33mm									

31	PUNCHER, paper, heavy duty									
32	STAMP PAD, felt									
33	STAPLE REMOVER, plier type									
34	NOTE PAD, stick on, 2" x 3", 100 sheets per pad									
35	NOTE PAD, stick on, 3" x 3", 100 sheets per pad									
36	NOTE PAD, stick on, 3" x 4", 100 sheets per pad									
37	RECORD BOOK, 300 PAGES									
38	RECORD BOOK, 500 PAGES									
39	computer speaker									
40	desktop camera wed with mic									
41	mouse pad									
42	wireless keyboard									
43	wireless mouse									
44	external hard disk 2TB									
45	FLASHDRIVE 8GB									
46	flashdrive 16gb									
47	flashdrive 32gb									
48	flash drive 64gb									
49	OTG 128gb micro									
50	OTG 128gb type c									

51	usb keyboard									
52	board paper long									
53	oslo paper, 9x12 white or cream 180gsm									
54	book paper s20 short, advance copy									
55	book paper s20 A4, advance copy,									
56	book paper s20 A4 hard copy									
57	book paper s20 short, hard copy									
58	book paper s20 A4 hard copy									
59	book paper s20, legal hard copy									
60	book paper hardcopy sub 24 short									
61	book paper hardcopy sub 24 A4									
62	book paper hardcopy sub 24 long									
63	paper intermediate									
64	eraser, rubber big									
65	envelop coin #4									
66	envelop mailing									
67	envelop, brown, long									
68	envelop, brown, short									
69	expanded folder long white									
70	expanded folder long blue									

71	expanded folder long, green									
72	expanded envelop long									
73	expanded envelop, plastic, legal (blue)									
74	folder short,									
75	folder, legal size									
76	FOLDER PRESSBOARD, MEDIUM									
77	FOLDER PRESSBOARD, LONG									
78	FOLDER ARCH FILE, 3" W/ HARD COVER TOP									
79	FILE BOX									
80	ink for numbering machine lion ink metal									
81	notebook spiral 80leaves									
82	paper board, cream, short									
83	paper board, soft green, short									
84	paper board, white, short									
85	paper board, pink, short									
86	paper board A4, white									
87	paper board, long, white									
88	paper linen. Legal 10s									
89	paper manila									
90	paper sticker 10s long									

91	parchment paper 100's									
92	parchment paper A4 100's									
93	photopaper, premium, glossy A4size									
94	photo paper, matte A4									
95	plastic cover asitate ilm 100sheet long-									
96	plastic cover asitate ilm 100sheet A4									
97	PVC cover, long									
98	record book 150pp									
99	record book 200pp									
100	official record book 300p									
101	official record book 500p									
102	sticker paper, glossy legal size white 10's									
103	sticker paper, glossy A4 size white 10's									
104	yellow paper									
105	ballpen, panda black									
106	ballpen, panda red									
107	ballpen, retracktable black, HBW, matrix									
108	ballpen, retracktable BLUE, HBW matrix									
109	ballpen, retracktable red									

110	ballpen, retractable blue									
111	ballpen, retractable black									
112	ballpen pilot retractable BP1 RT, black									
113	ballpen pilot retractable BP1 RT, blue									
114	ballpen, pilot fine. Black									
115	ballpen, pilot fine. Red									
116	binder clip 41mm									
117	calculator HL HL122V 12digits (2waypower)									
118	CALCULATOR CASIO 8DIGITS Mx8b									
119	CALCULATOR, SCIENTIFIC									
120	calculator, asio max 12B 12digits									
121	correction pen liquid									
122	correction tape 12m									
123	cutter big, heavy duty									
124	Dater, self-inking									
125	drawing ink, mars matic 745									
126	eraser, plastic rubber									
127	fastener plastic									
128	file tray 3 layer									
129	glue, blue gel 4 fl oz, 118ml									

130	glue, all-purpose 130ml									
131	glue all purpose,500g									
132	glue tape, 10MM									
133	glue gun, big									
134	glue stick, big size									
135	marker flourescent									
136	marker permanent, red, fine, pilot									
137	marker permanent, black, fine, pilot									
138	marker permanent, blue fine									
139	pencil, mongol 2									
140	pilot pentel pen fine black									
141	pilot pentel pen fine blue									
142	pilot hitech point .10 black									
143	pilot hitech point .10 blue									
144	pilot gtech .4 black									
145	pilot gtech .4 blue									
146	pilot gtech .5 black									
147	pilot hitech point .7 black									
148	pilot hitech point .7 blue									
149	pilot pentel pen broad									
150	plastic envelope long									

151	plastic cover, thick									
152	push pin, 25's									
153	ring binder, plastic 1/2"									
154	ring binder, plastic 3/4"									
155	ring binder, plastic 1"									
156	ring binder, plastic 1 1/2"									
157	ring binder, plastic 2"									
158	ring binder 10mm									
159	ruler metal									
160	ruler plastic 12 inches									
161	ruler plastic 24 inches									
162	sign pen black broad/large 1.0									
163	sign pen, gtech 0.3 black									
164	sign pen, pilot gtech 0.4 black									
165	sign pen, pilot gtech 0.4 blue									
166	sign pen, pilot gtech 0.4 green									
167	sign pen, pilot gtech 0.4 red									
168	sign pen, V10 grip, black									
169	stabilo assorted color									
170	scissors, 7"									
171	scissor stainless 10"									
172	scissor, stainless, big									

173	stapler #10, desktop									
174	stapler #10									
175	scissor, 6"									
176	stapler w/ pincher #35									
177	staple wire #35									
178	staple wire #10									
179	staple wire chisel pointed 23/13 (1/2")									
180	staple remover, twin jaws									
181	double sided tape 1"									
182	tape duct 2"									
183	Technical pen 0.3									
184	Technical pen 0.5									
185	Technical pen 0.6									
186	Technical pen 0.10									
187	thumb tacks									
188	tracing paper, 80- 85gsm 40inches x 20yards									
189	typewriter ribbon									
190	EXTENSION CORD W/ PLUG, HD 4socket									
191	Laminating Film roll									
192	Rechargeble Battery AAA									
193	Rechargeble Battery AA									

194	Battery charger AAA and AA									
195	Clip board long									
196	File organizer, expanding, plastic, legal									
197	Battery AA rechargeable NiHM 800mAh per charged									
198	Scissor 9"									
199	Folder w/ tab, legal									
200	sticky note, 1", 3pcs/pack									
201	binder clip 19mm									
202	binder clip 50mm									
203	certificate frame w/ stand, 9"x12"									
204	glue stick, small size									
205	index tab, speedo transparent									
206	laminating film, A4 size, 216x303mm									
207	scissor, 9"									

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract ID : _____
 Contract Name : _____
 Location of the Contract : _____

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the applicant Contractor's/Supplier's / Distributor's Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, electronically filed at bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and certified copy of Schedule of Fixed assets particularly the list of construction equipment.

		Year 2022
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15

Or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or a cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

Herewith attached are certified true copies of the income tax return and audited financial statement” stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

 Contractor

 Signature of Authorized Representative

Date: _____

NOTE:

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

Reference No.: MGPIN – 2024-04-084
Project Title: Purchase of Office Supplies
Location: Municipal Hall, Pasuquin, Ilocos Norte
Source of Fund: General Fund 2024
Approved Budget for the Contract (ABC): Php 1,561,885.99

Prepared by:


AMALIA C. GARAN
BAC Secretariat

NOTED:



SANTITO MENOR
BAC Secretariat Head


Reviewed by:


JOCELYN C. QUIANG
Head, BAC-TWG

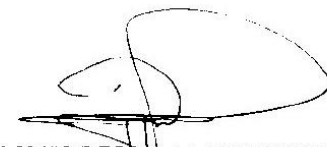

NEHEMIAS S. CALJA
BAC-TWG Member


STEPHEN A. RIVERA
Member, BAC TWG

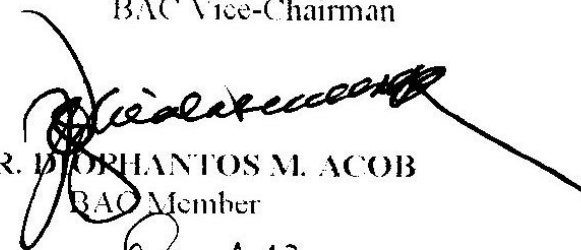

DWIGHT M. DIMOLOY
Member, BAC TWG


NICK JHERIM P. MIGUEL
TWG Member

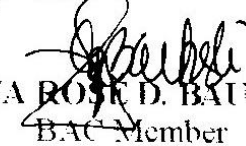
Approved by:



ENGR. PRECIOUS JANSEN D. LUNA
BAC Vice-Chairman

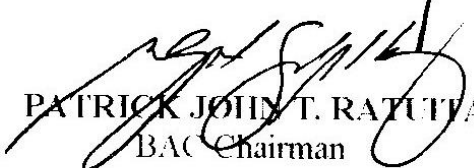

ENGR. LLOYD B. MANAYAN
BAC Member


DR. DORHANTOS M. ACOB
BAC Member


ENRICO S. NATOZA, JR.
BAC Member


DIANA ROSE D. BAUTISTA
BAC Member


JOEY O. MENOR
BAC Member


PATRICK JOHN T. RATUYA
BAC Chairman

