PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

PROCUREMENT & DELIVERY OF OFFICE SUPPLIES

ABC = Php 305,533.00

Sixth Edition July 2020

Preface

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

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

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

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

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

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

Table of Contents

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Sectio	n I. Invitation to Bid	7
Sectio	n II. Instructions to Bidders	10
1.	Scope of Bid	11
2.	Funding Information	11
3.	Bidding Requirements	11
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.	Eligible Bidders	
6.	Origin of Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	14
9.	Clarification and Amendment of Bidding Documents	14
10.	Documents comprising the Bid: Eligibility and Technical Components	14
11.	Documents comprising the Bid: Financial Component	15
12.	Bid Prices	15
13.	Bid and Payment Currencies	16
14.	Bid Security	
15.	Sealing and Marking of Bids	17
16.	Deadline for Submission of Bids	17
17.	Opening and Preliminary Examination of Bids	17
18.	Domestic Preference	
19.	Detailed Evaluation and Comparison of Bids	
20.	Post-Qualification	
21.	Signing of the Contract	
Sectio	n III. Bid Data Sheet	21
Sectio	n IV. General Conditions of Contract	23
1.	Scope of Contract	
2.	Advance Payment and Terms of Payment	
3.	Performance Security	
4.	Inspection and Tests	
5.	Warranty	
6.	Liability of the Supplier	
Sectio	n V. Special Conditions of Contract	26
Sectio	n VI. Schedule of Requirements	31
	n VII. Technical Specifications	
	n VIII. Checklist of Technical and Financial Documents	

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



Dest Disayas State University LAMBUNAO CAMPUS Procurement Office Ladrido Street, Poblacion Ilawod,





Lambunao, Iloilo, Philippines 5042 *Trunkline: (033) 533-8053 loc 101-133 *Telefax No.: (033) 533-8053 *Website: <u>www.wvsu.edu.ph</u> * Email Address: <u>lambunao@wvsu.edu.ph</u>

Invitation to Bid No. PB2023-12

<u>Procurement & Delivery of OFFICE SUPPLIES</u> <u>ABC = Php 305,533.00</u>

- The <u>West Visayas State University-Lambunao Campus</u>, through its <u>INCOME (F164</u> <u>2023)</u> intends to apply the sum of <u>THREE HUNDRED FIVE THOUSAND FIVE HUNDRED</u> <u>THIRTY-THREE PESOS ONLY (Php305,533.00)</u> payments under the contract for <u>Procurement & Delivery of Office Supplies</u>. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The <u>West Visayas State University-Lambunao Campus</u> now invites bids for <u>Procurement & Delivery of Office Supplies.</u> Delivery of the Goods/Services is required for <u>Forty-five (45) Calendar Days</u>. Bidders should have completed 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 nondiscretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives and partnerships or organizations with at least Sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippine, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA5183.

4. A complete set of Bidding Documents may be acquired by interested Bidders on <u>October</u> <u>25 to November 15, 2023</u> from <u>8:00 A.M. to 5:00 P.M. and November 15, 2023 from</u> <u>8:00AM to 10:00 AM</u> from the address 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 <u>FIVE HUNDRED PESOS (Php500.00) ONLY.</u>

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 5. The West Visayas State University-Lambunao Campus will hold virtual Pre-Bid Conference on <u>November 03, 2023, 9:00 A.M</u> which shall be open to prospective bidders through video conferencing or webcasting via google meet (meet.google.com/bqr-aojx-nse;) which shall be open to all prospective bidders. For registration of interested bidders please send your request to this address bac.lambunao@wvsu.edu.ph
- 6. Bids must be duly received by the BAC Secretariat at the address below on or <u>before 10:00</u> <u>A.M. on November 15, 2023.</u> Late bids shall not be accepted.
- 7. 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 <u>November 15, 2023, 10:00 A.M. at WVSU -Lambunao Campus, Campus</u> <u>Finance Office, 1st Floor Administration Building, WVSU LC Lambunao, Iloilo</u>. Bids also will be open in the presence of the bidder's representatives who choose to attend the activity.
- 9. The <u>West Visayas State University-Lambunao Campus</u> 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 Section 35.6 and 41 of the 2016 revised IRR of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further inquiries, please refer to:

LUDOVINA L. CATILO/HAZEL A. ACADEMIA

BAC Secretariats Tel. No.: (033) 533-8053 local 122 WVSU-Lambunao Campus. Lambunao, Iloilo

10/25/2023

Approved:

LESTER L. LUCERO, LI.B., Ph.D Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **West Visayayas State University-Lambunao Campus** wishes to receive Bids for the **Procurement & Delivery of Office Supplies, with** identification number *IB2023-12*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of **1 lot**, 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 *[indicate funding year]* in the amount of *[indicate amount]*.
- 2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- *c*. LGUs, the Annual or Supplemental 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.
- 5.2. [Select one, delete other/s]
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

[Select one, delete the other/s]

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria

stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May

2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

[Select one, delete the other/s]

- a. Philippine Pesos.
- b. [indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].

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**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

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

20. Post-Qualification

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

21. Signing of the Contract

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

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

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be: Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to: a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent
	to at least fifty percent (50%) of the ABC.
7.1	The Procuring Entity has prescribed that: Subcontracting is not allowed
10	
12	The price of the Goods shall be quoted DDP [<i>Lambunao,Iloilo</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Php6,110.66 , 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 Php15,276.65 , if bid security is in Surety Bond.
19.3	No other instructions
20.2	No other instructions
21.2	No other instructions

Bid Data Sheet

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*[[Include if Framework Agreement will be used:] In the case of* Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*]*

4. Inspection and Tests

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

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

5. Warranty

- 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

GCC Clause 1 **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: [For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered WVSU-Lambunao Campus, Lambunao, Iloilo. In accordance with INCOTERMS." [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered WVSU-Lambunao Campus, Lambunao, Iloilo. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is: **DR. MARY JOSEPHINE C. BAUTISTA** West Visayas State University-Lambunao Campus Lambunao. Iloilo **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest. performance or supervision of on-site assembly and/or start-up of a. the supplied Goods; furnishing of tools required for assembly and/or maintenance of the b. supplied Goods; furnishing of a detailed operations and maintenance manual for each c. appropriate unit of the supplied Goods; performance or supervision or maintenance and/or repair of the d. supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

Special Conditions of Contract

1	
	 e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. [Specify additional incidental service requirements, as needed.]
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	Select appropriate requirements and delete the rest.
	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
	b. in the event of termination of production of the spare parts:
	i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
	ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.
	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].
	Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.

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

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

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement & Delivery of Office Supplies	Lot	1	45 Calendar Days
<u></u>				

Section VII. Technical Specifications

Technical Specifications

		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 Bidders 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 provisions of ITB Clause Error! Reference source not found. and/or GCC Clause REF _Ref103576504 \r \h * MERGEFORMAT Error!				
Item	Specification	Qty	nce source n Unit	Unit Cost	Brand	Statement of
No.	Specification	Qty	Onit	ABC	Diana	Compliance (Comply/not comply)
1	Alcohol, Ethyl (500ml)	7	btls	120.00		
2	Ballpen Black 0.5 12s	40	bxs	96.00		
3	Ballpen Blue 0.5 12s	30	bxs	96.00		
4	Ballpen Blue 0.5	25	pcs	8.00		
5	Ballpen Red 0.5	25	pcs	8.00		
6	Bathroom air sanitizer and deodorizer (100g)	15	pcks	75.00		
7	Binder Clips 1 1/2"	20	bxs	60.00		
8	Binder Clips 2"	19	bxs	96.00		
9	Bond Paper, sub 20, short 80 GSM	10	reams	265.00		
10	Brown Envelope (Long)	120	pcs	4.00		
11	Clear Tape 2"	3	rolls	40.00		
12	Correction Tape 8m x 5mm	45	pcs	25.00		
13	Detergent Powder 1,100g	23	kilo	135.00		
14	Dishwashing Liquid 1 gal	3	gallon	850.00		
15	Disinfectant Spray 510g/ml	15	btls	750.00		
16	Doormat (plain color)	5	pcs	65.00		
17	Double Sided Tape 1"	30	rolls	38.00		
18	Double Sided tape 2"	30	rolls	45.00		
19	Double sided w/ foam 1" x 1 meter	10	rolls	85.00		
20	Dust pan big	2	рс	65.00		
21	Expanded Brown Envelope w/ string long	65	pcs	30.00		
22 23	Expanded Brown Envelope w/ string short	35	pcs	15.00		
23	Expanded Folder (Long)	45	pcs	30.00		
24	Extension wire 5m 3 gang universal outlet Extension wire 3m 3 gang universal outlet	3	pcs	1,600.00 1,400.00		
25	Extension wire sin s gang universal outlet External Hard drive (Seagate 1TB)	 1	рс рс	4,500.00		
20	File box (big) red or dark blue, long size	35		4,500.00		
27	Flashdrive 32gb (for accreditation)	20	pcs pc	600.00		
	Garbage Bag, medium 100pcs, thick and high		μι			
29	quality	15	pcks	500.00		

30	Carboga Dag, small 100nas thick and high quality	15	naka	400.00	
31	Garbage Bag, small 100pcs thick and high quality	15	pcks	400.00	
	Garbage Bag, XL 100pcs thick and high quality	15	pcks	780.00	
32	Glue, multi-purpose, white, 130g	13	pcs	60.00	
33	Hand mop cotton w/ mop squeezer, spin mop	2	рс	1,850.00	
34	Hand Rug 10s	3	pcks	160.00	
35	Hand Sanitizer 500ml Pump Bottle	7	btls	285.00	
36	Highlighter (asst colors)	25	pcs	40.00	
37	Letter Envelope (Long)	150	pcs	3.00	
38	Masking Tape 1"	12	rolls	25.00	
39	Multi-Insect Killer 500ml	5	btl	450.00	
40	Packaging Tape 2"	3	rolls	40.00	
41	Paper Clips (Big) 50mm, vinyl/coated	5	bxs	28.00	
42	Paper Clips (Small), vinyl/coated	17	bxs	20.00	
43	Paper Fastener, metal	4	bxs	50.00	
44	Pencil #2	9	bxs	110.00	
45	Permanent Marker (Black) Fine	2	bxs	480.00	
46	Plastic Duster	3	pcs	250.00	
47	Portable CD Player	1	рс	4,800.00	
48	Post it note super sitcky (3x3 inches, 90	15	nad	65.00	
40	sheets/pad)	12	pad	05.00	
49	Puncher 2 holes Heavy duty	4	pcs	400.00	
50	Ring binder (2 rings) landscape (red)	10	pcs	350.00	
51	Scissor big	4	pcs	65.00	
52	Scissor small	4	pcs	38.00	
53	Scotch Tape 2"	3	rolls	40.00	
	Sign pen, (Roller Ball Needle Point, 04, black,				
54	12pcs/pck)	10	bxs	1,020.00	
~~	Sign pen, (Roller Ball Needle Point, 04, blue,				
55	12pcs/pck)	10	bxs	1,020.00	
	Sign pen, (Roller Ball Needle Point, 04, green,	_			
56	12pcs/pck)	2	bxs	1,020.00	
	Sign pen, (Roller Ball Needle Point, O4, red,	_			
57	12pcs/pck)	5	bxs	1,020.00	
	Sign pen, (Roller Ball Needle Point, 07, violet,	_			
58	12pcs/pck)	2	bxs	1,020.00	
59	Soft broom	5	pcs	235.00	
60	Stamp dater	2	рс	68.00	
61	Staple wire #35	10	bxs	55.00	
62	Stapler w/ remover heavy duty #35	3	pcs	400.00	
63	Sticker Paper 10s A4	15	pcks	65.00	
64	Sticky notes (Please sign here) arrow shape	15	pcks	85.00	
65	Tape Dispenser for 2-inches tape	2	pcks	295.00	
66	Toilet Bowl cleaner, max. strength, 500ml	5	btls	200.00	
67	Toilet paper, 2 ply 12's	15	pcks	168.00	
68	Trash bin w/ cover small	2	pcks	230.00	
69	Universal Socket adapter	2		48.00	
70	View binder 2.5" pearl gray A4 (for accreditation)	10	pcs	48.00	
70	Whiteboard Marker (Black)	10	pcs bys	780.00	
71		7	bxs		
12	Whiteboard Marker (Red)	/	bxs	780.00	
	Padlock, 60MM (BIG), Tough under fire				
	Double locking levers for superior pry resistance				
73	5 pin tumbler cylinder for max. resistance to picking	20	unit	800.00	
13	Cut resistant 11/32 in (9mm) hardened steel	20	unit	800.00	
	shackle				
	Content: 1 padlock and 2 keys				
	Content. I paulock and 2 keys	24		1	

				1	
	Padlock, 40MM, Solid brass body, Hardened steel				
	shackle, Double locking levers, Pin tumbler				
74	cylinder	20	piece	400.00	
	Cut, pry, pick and rust resistant, Includes 2 keys				
	Apply on gate, shed or storage lockers				
	Folder, Pressboard, size:240mm x 370mm (-				
75	5mm), 100 pieces per box, green or white	18	bxs	1,700.00	
	Photo Paper, 210gsm, A4 size (210mmx27mm),				
76	20 sheets per pack, high quality, water proof	40	pcks	90.00	
70	glossy paper, professional inkjet photo paper	40	pers	50.00	
	Door Knob set, stainless steel, Turn button lock				
77	knob set, Stainless steel, Turn button lock, Fits	2		400.00	
77	35mm door thickness	2	piece	400.00	
	60mm backset, Easy to install, Includes 3 keys,				
	Measurements: L 19 x W 7 x H 17.5 cm				
78	Epson ink, black 003, 65ml (for existing printers)	50	bottle	350.00	
79	Epson ink, blue 003, 65ml (for existing printers)	20	bottle	350.00	
80	Epson ink, yellow 003, 65ml (for existing printers)	20	bottle	350.00	
81	Epson ink, magenta 003, 65ml (for existing	20	bottle	350.00	
01	printers)	20	bottle	330.00	
82	Thumbtacks, gold	5	bxs	10.00	
83	Certificate holder, A4 size	30	pcs	40.00	
0.4	Specialty Laid Paper Short (Cream/Ivory), 85gsm,			<u></u>	
84	20 pcs. per pack	35	pack	60.00	
85	Folder, White, A4 size (100 pieces per box)	2	box	650.00	
86	Folder, White, Legal (100 pieces per box)	4	box	720.00	
87	Megabox, 155 Liters capacity	8	piece	1,350.00	
	Flash drive, 128 GB, 170MB/s SDSDXXD-128G 200				
88	MB/s	3	piece	1,015.00	
89	White board pen, black (fine tip)	3	piece	70.00	
90	Ruler, plastic, 24 inches, "Local"	2	piece	40.00	
90	Post It Note super sticky (3x3 inches, 5 pads/pack;	Z	piece	40.00	
01		-	nack	80.00	
91	90 sheets/pad) Properties, high foaming	5	pack	80.00	
	detergency, "Post-it"			40.00	
92	Plastic envelope, long size	10	piece	12.00	
93	Plastic Folder, (transparent) with handle	10	piece	80.00	
94	Cutter, handheld, (big),for paper	2	piece	80.00	
95	Table tape dispenser, 55cm x 17cm x 85 cm, heavy	10	piece	140.00	
	duty		Piece		
96	Fastener Plastic PF508 8cm 2in 50s Assorted color	20	box	100.00	
97	Calculator, 12 digits, big display, silver/black color	1	nieco	1,200.00	
91	(office use)	±	piece	1,200.00	
	Calculator, Scientific, Fraction Calculations,				
98	Combination And Permutation, Statistics (Stat-				
	Data Editor, Standard Deviation, Regression	1	piece	1,200.00	
	Analysis), 9 Variables, Comes With Slide-On Hard				
	Case				
			1	1	1

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Documents</u>

- □ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

- □ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- □ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

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

<u>or</u>

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

Class "B" Documents

 \Box (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- \Box (m) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- \Box (n) Original of duly signed and accomplished Price Schedule(s).

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

- □ (o) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- □ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

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 Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None")]

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

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

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

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

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

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

Date:

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder_____Project ID No.____Page___of ____

1	2	3	4	5	6	7	8	9
Item	Description	Coun try of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivere d Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
20								

Name: _____

Legal Capacity: _____

Signature:

Duly authorized to sign the Bid for and behalf of:

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 NoPageof					
1	2	3		4	5	6	7	8	9	10
Item	Description	Country of origin	Qu	antity	Unit price EXW per item	Transportati on 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 Destinatio n (col 9) x (col 4)
1.	Alcohol, Ethyl (500ml)		7	btls						
2.	Ballpen Black 0.5 12s		40	bxs						
3.	Ballpen Blue 0.5 12s		30	bxs						
4.	Ballpen Blue 0.5		25	pcs						
5.	Ballpen Red 0.5		25	pcs						
6.	Bathroom air sanitizer and deodorizer (100g)		15	pcks						
7.	Binder Clips 1 1/2"		20	bxs						
8.	Binder Clips 2"		19	bxs						
9.	Bond Paper, sub 20, short 80 GSM		10	reams						
10.	Brown Envelope (Long)		120	pcs						
11.	Clear Tape 2"		3	rolls						
12.	Correction Tape 8m x 5mm		45	pcs						
13.	Detergent Powder 1,100g		23	kilo						
14.	Dishwashing Liquid 1 gal		3	gallon						

-								· · · · · · · · · · · · · · · · · · ·
sinfectant Spray Og/ml	15	btls						
oormat (plain color)	5	pcs						
ouble Sided Tape 1"	30	rolls						
puble Sided tape 2"	30	rolls						
ouble sided w/ foam 1'' . meter	10	rolls						
ist pan big	2	рс						
panded Brown velope w/ string long	65	pcs						
panded Brown velope w/ string short	35	pcs						
panded Folder (Long)	45	pcs						
tension wire 5m 3 gang iversal outlet	3	pcs						
tension wire 3m 3 gang iversal outlet	2	рс						
ternal Hard drive eagate 1TB)	1	рс						
e box (big) red or dark ue, long size	35	pcs						
nshdrive 32gb (for creditation)	20	рс						
rbage Bag, medium Opcs, thick and high ality	15	pcks						
rbage Bag, small Opcs thick and high ality	15	pcks						
rbage Bag, XL 100pcs ick and high quality	15	pcks						
ue, multi-purpose, hite, 130g	13	pcs						
nd mop cotton w/ mop ueezer, spin mop	2	рс						
nd Rug 10s	3	pcks						
nd Sanitizer 500ml mp Bottle	7	btls						
ghlighter (asst colors)	25	pcs						
tter Envelope (Long)	150	pcs						
asking Tape 1"	12	rolls						
	Dg/mlImage: color state of the s	Dg/ml15ormat (plain color)5uble Sided Tape 1"30uble Sided tape 2"30uble Sided tape 2"10uble sided w/ foam 1"10st pan big2panded Brown velope w/ string long65panded Brown velope w/ string short35panded Folder (Long)45ension wire 5m 3 gang versal outlet2ernal Hard drive agate 1TB)1ebox (big) red or dark e, long size35shdrive 32gb (for rreditation)20rbage Bag, medium Dpcs, thick and high ality15optick and	Dg/ml15Dtisormat (plain color)5pcsuble Sided Tape 1"30rollsuble Sided tape 2"30rollsuble Sided tape 2"10rollsuble sided w/ foam 1" meter10rollsst pan big2pcpanded Brown relope w/ string long65pcspanded Brown relope w/ string short35pcspanded Folder (Long)45pcsension wire 5m 3 gang versal outlet3pcsension wire 3m 3 gang versal outlet2pcension wire 3m 3 gang versal outlet1pcension wire 3m 3 gang versal outlet20pcension wire 3m 3 gang versal outlet20pcension wire 3m 3 gang versal outlet15pcksension wire 3m 3 gang versalo	Dg/ml15Dtisormat (plain color)5pcsuble Sided Tape 1"30rollsuble Sided tape 2"30rollsuble Sided tape 2"30rollsuble sided w/ foam 1"10rollsmeter2pcanded Brown velope w/ string long65pcsanded Folder (Long)45pcsanded Folder (Long)45pcsension wire 3m 3 gang versal outlet3pcsension wire 3m 3 gang versal outlet35pcsension wire 3m 3 gang versal outlet1pcension wire 3m 3 gang versal outlet20pcension wire 3m 3 gang versal outlet20pcension wire 3m 3 gang versal outlet15pcksension wire 3m 3 gang versal outlet15pcks	Jag/ml1.5bttsormat (plain color)5pcsuble Sided Tape 1"30rollsuble Sided tape 2"30rollsuble Sided tape 2"30rollsuble sided w/ foam 1"10rollsmeter2pcst pan big2pcpanded Brown relope w/ string long65pcspanded Brown relope w/ string short35pcspanded Brown relope w/ string short35pcspanded Polder (Long)45pcsension wire 5m 3 gang versal outlet2pcension wire 3m 3 gang versal outlet2pcension wire 3m 3 gang versal outlet2pcin Hard drive agate 1TB)1pcpb bx (big) red or dark e, long size35pcspc shdrive 32gb (for reditation)20pcpc bx (big) red or dark e, long size15pckspc bx (big) red or dark thage Bag, xl 100pcs ck and high ality15<	Jg/mlLSDtsImage: second secon	Jg/ml15DUS1617ormat (plain color)5pcs11uble Sided Tape 1"30rolls11uble Sided tape 2"30rolls11uble Sided tape 2"30rolls11uble Sided tape 1"10rolls11uble Sided tape 2"30rolls11uble Sided tape 2"30rolls11uble Sided tape 2"30rolls11uble Sided tape 2"30rolls11uble Sided tape 2"30rolls11anded Brown relope W/ string short35pcs1anded Brown relope W/ string short35pcs1anded Folder (Long)45pcs11ension wire 3m 3 gang versal outlet2pc1ension wire 3m 3 gang versal outlet1pc1ib box (big) red or dark reditation)35pcs1ib box (big) red or dark reditation)20pc1ib box (big) red or dark reditation)15pcks1ib box (big) red or dark reditation)15pcks1ib cox (big) red or dark reditation)15pcks1	Jg/ml150 ts010 tsormat (plain color)5pcs111uble Sided Tape 1"30rolls111uble Sided tape 2"30rolls111uble Sided w/ foam 1"10rolls111uble Sided w/ foam 1"10rolls111anded Brown nelope w/ string long65pcs111anded Brown nelope w/ string short35pcs111anded Grown nelope w/ string short35pcs111anded Grown nelope w/ string short35pcs111anded Grown nelope w/ string short35pcs111anded Grown relope w/ string short35pcs111anded Grown relope w/ string short35pcs111anded Grown relope w/ string short3pcs111anded Grown relope w/ string short1pc1111anded Grown relope w/ string short1pc1111anded Grown relope w/ string short1pc1111anded Grown relope w/ string short1pc111111111111111111111<

39.	Multi-Insect Killer 500ml	5	btl						
40.	Packaging Tape 2''	3	rolls						
41.	Paper Clips (Big) 50mm, vinyl/coated	5	bxs						
42.	Paper Clips (Small), vinyl/coated	17	bxs						
43.	Paper Fastener, metal	4	bxs						
44.	Pencil #2	9	bxs						
45.	Permanent Marker (Black) Fine	2	bxs						
46.	Plastic Duster	3	pcs						
47.	Portable CD Player	1	рс						
48.	Post it note super sitcky (3x3 inches, 90 sheets/pad)	15	pad						
49.	Puncher 2 holes Heavy duty	4	pcs						
50.	Ring binder (2 rings) landscape (red)	10	pcs						
51.	Scissor big	4	pcs						
52.	Scissor small	4	pcs						
53.	Scotch Tape 2"	3	rolls						
54.	Sign pen, (Roller Ball Needle Point, 04, black, 12pcs/pck)	10	bxs						
55.	Sign pen, (Roller Ball Needle Point, 04, blue, 12pcs/pck)	10	bxs						
56.	Sign pen, (Roller Ball Needle Point, 04, green, 12pcs/pck)	2	bxs						
57.	Sign pen, (Roller Ball Needle Point, 04, red, 12pcs/pck)	5	bxs						
58.	Sign pen, (Roller Ball Needle Point, 07, violet, 12pcs/pck)	2	bxs						
59.	Soft broom	5	pcs						
60.	Stamp dater	2	рс						
		I	1	1	I	1	1	I	I

	1 1					
61.	Staple wire #35	10	bxs			
	Stapler w/ remover heavy duty #35	3	pcs			
63.	Sticker Paper 10s A4	15	pcks			
	Sticky notes (Please sign here) arrow shape	15	pcks			
65.	Tape Dispenser for 2- inches tape	2	pcs			
	Toilet Bowl cleaner, max. strength, 500ml	5	btls			
67.	Toilet paper, 2 ply 12's	15	pcks			
	Trash bin w/ cover small	2	pcs			
69.	Universal Socket adapter	2	pcs			
	View binder 2.5" pearl gray A4 (for accreditation)	10	pcs			
71.	Whiteboard Marker (Black)	10	bxs			
	Whiteboard Marker (Red)	7	bxs			
	Padlock, 60MM (BIG),Tough under fire Double locking levers for superior pry resistance 5 pin tumbler cylinder for max. resistance to picking Cut resistant 11/32 in (9mm) hardened steel shackle Content: 1 padlock and 2 keys	20	units			
	Padlock, 40MM, Solid brass body, Hardened steel shackle, Double locking levers, Pin tumbler cylinder Cut, pry, pick and rust resistant, Includes 2 keys Apply on gate, shed or storage lockers	20	pcs			
	Folder, Pressboard, size:240mm x 370mm (- 5mm), 100 pieces per box, green or white	18	bxs			
	Photo Paper, 210gsm, A4 size (210mmx27mm), 20 sheets per pack, high quality, water proof	40	pcks			

			<u> </u>			1	· · · · · · · · · · · · · · · · · · ·
	glossy paper, professional inkjet photo paper						
	Door Knob set, stainless steel, Turn button lock knob set, Stainless steel, Turn button lock, Fits 35mm door thickness 60mm backset, Easy to install, Includes 3 keys, Measurements: L 19 x W 7 x H 17.5 cm	2	piece				
78.	Epson ink, black 003, 65ml (for existing printers)	50	bottle				
79.	Epson ink, blue 003, 65ml (for existing printers)	20	bottle				
80.	Epson ink, yellow 003, 65ml (for existing printers)	20	bottle				
81.	Epson ink, magenta 003, 65ml (for existing printers)	 20	bottle				
82.	Thumbtacks, gold	5	bxs				
83.	Certificate holder, A4 size	30	pcs				
84.	Specialty Laid Paper Short (Cream/Ivory), 85gsm, 20 pcs. per pack	35	pack				
85.	Folder, White, A4 size (100 pieces per box)	2	box				
86.	Folder, White, Legal (100 pieces per box)	4	box				
87.	Megabox, 155 Liters capacity	8	piece				
88.	Flash drive, 128 GB, 170MB/s SDSDXXD-128G 200 MB/s	3	piece				
89.	White board pen, black (fine tip)	3	piece				
90.	Ruler, plastic, 24 inches, "Local"	2	piece				
	Post It Note super sticky (3x3 inches, 5 pads/pack; 90 sheets/pad) Properties, high foaming detergency, "Post-it"	5	pack				
92.	Plastic envelope, long size	10	piece				
93.	Plastic Folder, (transparent) with handle	10	piece				
94.	Cutter, handheld, (big),for paper	2	piece				

95.	Table tape dispenser, 55cm x 17cm x 85 cm, heavy duty	10	piece			
96.	Fastener Plastic PF508 8cm 2in 50s Assorted color	20	box			
97.	Calculator, 12 digits, big display, silver/black color (office use)	1	piece			
98.	Calculator, Scientific, Fraction Calculations, Combination And Permutation, Statistics (Stat-Data Editor, Standard Deviation, Regression Analysis), 9 Variables, Comes With Slide-On Hard Case	1	piece			

Name: _____

Legal Capacity: _____

Signature:

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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

Working Group, and the BAC Secretariat, the head of the Project Management Office or

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____day of ____, 20___at ____, Philippines.

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

[Jurat]

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

Performance Securing Declaration (**Revised**)

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

