PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

PROCUREMENT OF VARIOUS OFFICE SUPPLIES-A

IB No. UMC 21-14

ABC: PhP 2,250,373.00 (2 lots)

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.

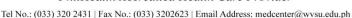
Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 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.

WEST VISAYAS STATE UNIVERSITY MEDICAL CENTER



E. Lopez St., Jaro, Iloilo City "PhilHealth Accredited Health Care Provider"





INVITATION TO BID FOR <u>PROCUREMENT OF VARIOUS OFFICE SUPPLIES-A</u> IB No. UMC 21-14

1. The <u>West Visayas State University Medical Center</u>, through the <u>Use of Income Fund 2021</u> intends to apply the sum of <u>Two Million Two Hundred Fifty Thousand Three Hundred Seventy Three Pesos (PhP 2,250,373.00) Only</u> being the ABC to payments under the contract for the <u>Procurement of Various Office Supplies-A.</u> Bids received in excess of the ABC shall be automatically rejected at bid opening, broken down as follows:

Lot No.	Description	Total ABC
1	Various Common Office Supplies	2,097,353.00
2	Various Consumables of Computer Printers	153,020.00
	Total ABC	2,250,373.00

- 2. The <u>West Visayas State University Medical Center</u> now invites bids for the above Procurement Project. Delivery of the Goods is required by <u>Fifteen (15) Calendar Days First Delivery and the succeeding deliveries are staggered for 2 Months</u>. Bidders should have completed, within <u>2 years</u> 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 <u>West Visayas State University</u> <u>Medical Center, BAC Secretariat Office, 2nd Floor Dormitory Building,</u> and inspect the Bidding Documents at the address given below during 8:00 A.M. 5:00 P.M.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on <u>April 23 May 17, 2021</u> 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 <u>PhP 3,500.00</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The <u>West Visayas State University Medical Center</u> will hold a Pre-Bid Conference¹ on <u>May 3, 2021 2:00 P.M.</u> through video conferencing or webcasting via <u>zoom (for registration of interested bidders, please send your request to this address: <u>wvsumcproc5@gmail.com</u>) which shall be open to prospective bidders.</u>
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before <u>May 17, 2021 2:00 P.M.</u> Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

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

- 9. Bid opening shall be on <u>May 17, 2021 2:00 P.M.</u> at the given <u>address below.</u> Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The <u>West Visayas State University Medical Center</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 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:

JULIUS L. JUANITO
West Visayas State University Medical Center
BAC Secretariat Office, 2nd Floor Dormitory Building
WVSU Medical Center
Jaro, Iloilo City
mc_proc@wvsu.edu.ph
(033) 320-2431 local 224/153

12. You may visit the following websites:

For downloading of Bidding Documents: www.wvsu.edu.ph

April 23, 2021

MARY EUGENE C. ORILLO

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, <u>West Visayas State University Medical Center</u> wishes to receive Bids for the <u>Procurement of Various Office Supplies-A</u>, with identification number <u>IB</u> No. UMC 21-14.

The Procurement Project (referred to herein as "Project") is composed of <u>Procurement</u> <u>of Various Office Supplies-A</u>, 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 <u>Use of Income</u>

 <u>Fund 2021</u> in the amount of <u>Two Million Two Hundred Fifty Thousand Three</u>

 <u>Hundred Seventy Three Pesos (PhP 2,250,373.00) Only.</u>
- 2.2. The source of funding is:
 - a. NGA, the Special Appropriations, <u>Use of Income Fund 2021.</u>

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of 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.
 - b. 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.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *Not applicable*
- 7.3. *Not applicable*
- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor 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 Contractor'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 through videoconferencing/webcasting via <u>zoom</u> (for registration of interested bidders, please send your request to this address: wvsumcproc5@gmail.com) 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 <u>2 years</u> prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be

accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until <u>September 14, 2021</u>. 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 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**.

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

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. <u>Procurement of Various Office Supplies</u>
	b. Completed within <u>2 years</u> prior to the deadline for the submission and receipt of bids.
7.1	N/A
12	The price of the Goods shall be quoted DDP <u>in Philippines</u> 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 <u>PhP 45,007.46</u> [Indicate the amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than <i>PhP 112,518.65</i> [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	Lot 1 – Various Common Office Supplies – PhP 2,097,353.00 Lot 2 – Various Consumables of Computer Printers - PhP 153,020.00
20.2	No additional Requirements.
21.2	No additional contract documents

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**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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, "The delivery terms applicable to the Contract are DDP delivered <u>West Visayas State University Medical Center</u> , E. Lopez St., Jaro, <u>Iloilo City</u> . In accordance with INCOTERMS."
	For Goods supplied from within the Philippines, "The delivery terms applicable to this Contract are delivered <u>West Visayas State University Medical Center, E. Lopes St., Jaro, Iloilo City</u> . 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 <u>Mr. Julius L. Juanito – Supervising Administrative Officer (Procurement & Supply Management Office).</u>
	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.
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	 furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	 c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	f. Specify additional incidental service requirements, as needed. None
	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.

Section V. Special Conditions of Contract

GCC Clause Spare Parts -The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: 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 costs thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period. Spare parts or components shall be supplied as promptly as possible, but in any case, _____ months of placing the order. within 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.

Section V. Special Conditions of Contract

	The second continues of continues
	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	
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows: <u>not</u> <u>applicable</u> ."
4	The inspections and tests that will be conducted are:

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	Various Common Office Supplies	1 Lot		
1	Various Consumables of Computer Printers	1 Lot		
	Nothing Follows			

Name of Bidder:_	
Submitted by:	(Printed Name and Signature)
Designation:	
Date:	

Section VII. Technical Specifications

Item No.	No. [Bidders must state here either "Comply" of against each of the individual parant specification stating the correspondin parameter of the equipment offered. Statement			r "Comply" or "Not Comply" vidual parameters of each corresponding performance	
	or "Not Comply" must be a Bidders Bid and cross-reference shall be in the form of manual literature, unconditional state compliance issued by the independent test data etc., as a is not supported by evidence of contradicted by the evidence of under evaluation liable for reject the Bidder's statement of contract may be regarded as Bidder or supplier liable for				supported by evidence in a ced to that evidence. Evidence ufacturer's un-amended sales tements of specification and the manufacturer, samples, appropriate. A statement that or is subsequently found to be presented will render the Bid jection. A statement either in compliance or the supporting be false either during Bid or the execution of the as fraudulent and render the r prosecution subject to the
	Procurement of Various O	ffice Sup		applicable laws and issuances.	Statement of Compliance
	Lot 1 – Various Common Office Supplies	Qty	Unit	Brand	
1	Acetate, Plastic, #6, 50meter/roll	500	mtr		
2	Battery ,size AA, Alkaline,1.5Volts	500	рс		
3	Battery ,size AAA, Alkaline,1.5Volts	800	рс		
4	Book,record,150 pages	250	рс		
5	Book,record,300 pages	250	рс		
6	Book,record,500 pages	250	рс		
7	Catalog Envelope, 6x 9, 500's/box	18	box		
8	Cork Board 900x600mm w/Frame	5	рс		
9	Correction Tape, 6 meter/piece	500	рс		
10	Data File Box, 5x9x15.75, blue, green, red	20	рс		
11	Envelope, Brown, legal size	500	рс		
12	Envelope, Brown, short size	500	рс		
13	Envelope, mailing, ordinary, 4"x9.5", white	1,000	рс		
14	Eraser, Whiteboard/blackboard, 125mm X 50mm X 21mm	3	рс		
15	Folder, Legal size	3,600	рс		
16	Folder, tagboard, A4	6,200	рс		
17	Glue, all purpose, 130 grams/bot	92	bot		
18	High Lighter Pen, yellow	50	рс		
19	I.D. Jacket, plastic, 11.1cmX9.7cm, w/clip	20,000	рс		
20	Marker, permanent, black, fine	300	рс		
21	Marker, permanent, blue, fine	50	рс		
22	Marker, whiteboard, black, fine	160	рс		
23	Paper Clips, (33mm), vinyl coated, 100's/box	200	box		
24	Paper Clips, (50mm), vinyl coated, 100's/box	190	box		
25	Paper Fastener, plastic, 70 mm x 1 3/4", 50's /box	100	box		

Item No.	Specification			against each of the indiverselves and stating the parameter of the equipment of or "Not Comply" must be Bidders Bid and cross-referent shall be in the form of man literature, unconditional state compliance issued by the independent test data etc., as is not supported by evidence occupated by the evidence under evaluation liable for reference the Bidder's statement of contract may be regarded as contract may be regarded of contract may be regarded.	r "Comply" or "Not Comply" vidual parameters of each corresponding performance fered. Statements of "Comply" supported by evidence in a ced to that evidence. Evidence ufacturer's un-amended sales tements of specification and the manufacturer, samples, appropriate. A statement that or is subsequently found to be presented will render the Bid jection. A statement either in ompliance or the supporting be false either during Bid or the execution of the as fraudulent and render the r prosecution subject to the J
	Procurement of Various Off	ice Sup	plies		Statement of Compliance
	Lot 1 – Various Common Office Supplies	Qty	Unit	Brand	
26	Paper Fastener, plastic, long, 8 1/2", 50's/box	7	box		
27	Paper, bond, (8 1/2" x 11") short, sub.16, blue	30	ream	1	
28	Paper, bond, (8 1/2" x 11") short, sub.16, pink	30	ream	1	
29	Paper, bond, (8 1/2" x 11") short, sub.16, yellow	30	ream	ı	
30	Paper, bond, (8 1/2" x 13") long, sub.16, blue	100	ream	n	
31	Paper, bond, (8 1/2" x 13") long, sub.16, pink	100	ream	n	
32	Paper, book, (8 1/2" x 13"), sub.20, white	500	ream	n	
33	Paper, book, A4 (8 1/4"X11 3/4"), sub.20, white	1,800	ream	1	
34	Paper, continuous, 1 ply, 11"x9 1/2", 500's	35	box		
35	Paper, continuous, 3 ply,11" x 14 7/8", 500's, carbonless	26	box		
36	Paper, continuous, 3 ply, 11"x9 1/2", 500's, carbonless	100	box		
37	Paper, continuous, 3 ply, 5 1/2"x9 1/2", 500's, carbonless	5	box		
38	Paper, mimeo, A4, (8 1/4" X 11 3/4") sub.18	5,000	ream	ו	
39	Paper, sticker, A4	1,505	рс		
40	Paper, sticker, A4, white, Made of Matte	1,000	рс		
41	Paste with Waterwell Applicatort, 200g	48	bot		
42	Puncher, two hole guide	25	рс		
43	Push Pen, 50's/pack	6	pack		
44	Record Notebook, 50 leaves, 100 pages	230	рс		
45	Rubber Band, # 16, 25 g	20	box		
46	Rubber Band, # 18, 350 g	30	box		
47	Scissors, Heavy Duty, 6"	18	рс		
48	Sign Pen, 0.3 mm-0.5mm, Energel (blue 50, black 200	250	рс		
49	Sign Pen, green, 0.3mm-0.5mm	145	рс		
50	Stamp Pad Ink, purple, 30ml.	15	bot		
51	Staple wire # 10, 1000's	270	box		

Item	Specification			Statement of	Compliance
No.				Bidders must state here either against each of the indiverse specification stating the parameter of the equipment off or "Not Comply" must be Bidders Bid and cross-reference shall be in the form of manufacture, unconditional state compliance issued by the independent test data etc., as is not supported by evidence of contradicted by the evidence of the Bidder's statement of contract may be regarded as Contract may be regarded.	r "Comply" or "Not Comply" vidual parameters of each corresponding performance fered. Statements of "Comply" supported by evidence in a ced to that evidence. Evidence ufacturer's un-amended sales ements of specification and the manufacturer, samples, appropriate. A statement that for is subsequently found to be presented will render the Bid election. A statement either in ompliance or the supporting be false either during Bid or the execution of the statement that the prosecution subject to the
	Procurement of Various Off	ice Sup	plies		Statement of Compliance
	Lot 1 – Various Common Office Supplies	Qty	Unit	Brand	•
52	Staple wire # 35, 5000's	520	box		
53	Stapler # 35 w/remover, can fasten 40 sheets of book paper	50	рс		
54	Stapler #10, good quality, can fasten at 10 sheets	35	рс		
55	Tape, dispenser, for 24mm(1") width	20	рс		
56	Tape, masking, 1 inch, 50m	1,000	roll		
57	Tape, packaging, 2 inches, 50m/roll	20	roll		
58	Tape, transparent, 1 inch, 50m/roll	500	roll		
59	Tape, transparent, 2 inch, 50m/roll	20	roll		
LO	2 - VARIOUS CONSUMABLES OF COMPUTER	PRINT	ERS		
1	Computer ink (T664) for Epson L110/L210, black,70ml	100	bot.		
2	Computer ink (T664) for Epson L110/L210, cyan,70ml	10	bot.		
3	Computer ink (T664) for Epson L110/L210, magenta,70ml	10	bot.		
4	Computer ink (T664) for Epson L110/L210, yellow,70ml	10	bot.		
5	Computer ink (711), Black (T120 Plotter), 29ml	4	cart.		
6	Ribbon Cartridge for Epson LQ-310	151	cart.		
7	Ribbon Cartridge for Epson LQ- 2190,SO15531,60m	8	cart.		
8	Toner Cartridge for Samsung D108S	2	cart.		
9	Toner Cartridge for Samsung D111S	10	cart.		

Name of Bidder:_	
Submitted by:	
,	(Printed Name and Signature)
Designation:	
Date:	

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (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

- (f) 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**
- (g) 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
- (h) 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

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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

(m) 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.

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

- (n) [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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

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);
 to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
 to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of Of agent Currency Commission or gratuity
(if none, state "None")]
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.
Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

Price Schedule for Goods Offered from 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. UMC 21-14_ Page 1 of 3

1	2	3	4	5	6	7	8	9
Item	Description LOT 1 – VARIOUS COMMON OFFICE SUPPLIES	Country of origin	Quantity	Unit Price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price Delivered DDP (col 4 x 8)
1	Acetate, Plastic, #6, 50meter/roll		500 mtr					
2	Battery ,size AA, Alkaline,1.5Volts		500 pc					
3	Battery ,size AAA, Alkaline,1.5Volts		800 pc					
4	Book,record,150 pages		250 pc					
5	Book,record,300 pages		250 pc					
6	Book,record,500 pages		250 pc					
7	Catalog Envelope, 6x 9, 500's/box		18 box					
8	Cork Board 900x600mm w/Frame		5 pc					
9	Correction Tape, 6 meter/piece		500 pc					
10	Data File Box, 5x9x15.75, blue, green, red		20 pc					
11	Envelope, Brown, legal size		500 pc					
12	Envelope, Brown, short size		500 pc					
13	Envelope, mailing,ordinary, 4"x9.5", white		1,000 pc					
14	Eraser, Whiteboard/blackboard, 125mmX50mmX21mm		3 pc					
15	Folder,Legal size		3,600 pc					
16	Folder, tagboard, A4		6,200 pc					
17	Glue, all purpose, 130 grams/bot		92 bot					
18	High Lighter Pen, yellow		50 pc					
19	I.D. Jacket, plastic, 11.1cmX9.7cm, w/clip		20,000 pc					
20	Marker, permanent, black, fine		300 pc					
21	Marker, permanent, blue, fine		50 pc					
22	Marker, whiteboard, black, fine		160 pc					
23	Paper Clips, (33mm), vinyl coated, 100's/box		200 box					
24	Paper Clips, (50mm), vinyl coated, 100's/ box		190 box					
25	Paper Fastener, plastic, 70 mm x 1 3/4", 50's /box		100 box					
26	Paper Fastener, plastic, long, 8 1/2", 50's/box		7 box					
27	Paper, bond, (8 1/2" x 11") short, sub.16, blue		30 ream					

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. UMC 21-14_ Page 2 of 3

1	2	3	4	5	6	7	8	9
Item	Description LOT 1 – VARIOUS COMMON OFFICE SUPPLIES	Country of origin	Quantity	Unit Price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price Delivered DDP (col 4 x 8)
28	Paper, bond, (8 1/2" x 11") short, sub.16, pink		30 ream					
29	Paper, bond, (8 1/2" x 11") short, sub.16, yellow		30 ream					
30	Paper, bond, (8 1/2" x 13") long, sub.16, blue		100 ream					
31	Paper, bond, (8 1/2" x 13") long, sub.16, pink		100 ream					
32	Paper, book, (8 1/2" x 13"), sub.20, white		500 ream					
33	Paper, book, A4 (8 1/4"X11 3/4"), sub.20, white		1,800 ream					
34	Paper, continuous, 1 ply, 11"x9 1/2", 500's		35 box					
35	Paper, continuous, 3 ply,11" x 14 7/8", 500's, carbonless		26 box					
36	Paper, continuous, 3 ply, 11"x9 1/2", 500's, carbonless		100 box					
37	Paper, continuous, 3 ply, 5 1/2"x9 1/2", 500's, carbonless		5 box					
38	Paper, mimeo, A4, (8 1/4" X 11 3/4") sub.18		5,000 ream					
39	Paper, sticker, A4		1,505 pc					
40	Paper, sticker, A4, white, Made of Matte		1,000 pc					
41	Paste with Waterwell Applicatort, 200g		48 bot					
42	Puncher, two hole guide		25 pc					
43	Push Pen, 50's/pack		6 pack					
44	Record Notebook, 50 leaves, 100 pages		230 pc					
45	Rubber Band, # 16, 25 g		20 box					
46	Rubber Band, # 18, 350 g		30 box					
47	Scissors, Heavy Duty, 6"		18 pc					
48	Sign Pen, 0.3 mm-0.5mm, Energel (blue 50, black 200		250 pc					
49	Sign Pen, green, 0.3mm-0.5mm		145 pc 15					
50	Stamp Pad Ink, purple, 30ml.		bot 270					
51	Staple wire # 10, 1000's		box 520					
52	Staple wire # 35, 5000's Stapler # 35 w/remover, can		box 50					
53	fasten 40 sheets of book paper		pc					

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. UMC 21-14	$D_{\alpha\alpha\alpha} ? af ?$
Name of bluder _	F TO JECT ID NO. UNIC 21-14_	rage 3 0 j 3

1	2	3	4	5	6	7	8	9
Item	Description LOT 1 – VARIOUS COMMON OFFICE SUPPLIES	Country of origin	Quantity	Unit Price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price Delivered DDP (col 4 x 8)
54	Stapler #10, good quality, can fasten at 10 sheets		35 pc					
55	Tape, dispenser, for 24mm(1") width		20 pc					
56	Tape, masking, 1 inch, 50m		1,000 roll					
57	Tape, packaging, 2 inches, 50m/roll		20 roll					
58	Tape, transparent, 1 inch, 50m/roll		500 roll					
59	Tape, transparent, 2 inch, 50m/roll		20 roll					
	TOTAL BID FOR LOT 1							
L	LOT 2 - VARIOUS CONSUMABLES OF COMPUTER PRINTERS							
1	Computer ink (T664) for Epson L110/L210,black,70ml		100 bot.					
2	Computer ink (T664) for Epson L110/L210,cyan,70ml		10 bot.					
3	Computer ink (T664) for Epson L110/L210,magenta,70ml		10 bot.					
4	Computer ink (T664) for Epson L110/L210,yellow,70ml		10 bot.					
5	Computer ink (711), Black (T120 Plotter), 29ml		4 cart.					
6	Ribbon Cartridge for Epson LQ-310		151 cart.					
7	Ribbon Cartridge for Epson LQ- 2190,SO15531,60m		8 cart.					
8	Toner Cartridge for Samsung D108S		2 cart.					
9	Toner Cartridge for Samsung D111S		10 cart.					
	TOTAL BID FOR LOT 2							
	TOTAL BID (2 LOTS)							

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 No. UMC 21-14 Page 1 of 3

1	2	3	4	5	6	7	8	9	10
Item	Description LOT 1 – VARIOUS COMMON OFFICE SUPPLIES	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Acetate, Plastic, #6, 50meter/roll		500 mtr						
2	Battery ,size AA, Alkaline,1.5Volts		500 pc						
3	Battery ,size AAA, Alkaline,1.5Volts		800 pc	_					
4	Book,record,150 pages		250 pc						
5	Book,record,300 pages		250 pc						
6	Book,record,500 pages		250 pc						
7	Catalog Envelope, 6x 9, 500's/box		18 box						
8	Cork Board 900x600mm w/Frame		5 pc						
9	Correction Tape, 6 meter/piece		500 pc						
10	Data File Box, 5x9x 15.75, blue, green, red		20 pc						
11	Envelope, Brown, legal size		500 pc						
12	Envelope, Brown, short size		500 pc						
13	Envelope, mailing, ordinary, 4"x9.5", white		1,000 pc						
14	Eraser, Whiteboard/ blackboard, 125mmX 50mmX21mm		3 pc						
15	Folder, Legal size		3,600 pc						
16	Folder, tagboard, A4		6,200 pc						
17	Glue, all purpose, 130 grams/bot		92 bot						
18	High Lighter Pen, yellow		50 pc						
19	I.D. Jacket, plastic, 11.1cmX9.7cm, w/clip		20,000 pc						
20	Marker, permanent, black, fine		300 pc						
21	Marker, permanent, blue, fine		50 pc						
22	Marker, whiteboard, black, fine		160 pc						
23	Paper Clips, (33mm), vinyl coated, 100's/box		200 box						
24	Paper Clips, (50mm), vinyl coated, 100's/box		190 box						
25	Paper Fastener, plastic, 70 mmx1 3/4", 50's /box		100 box						
26	Paper Fastener, plastic, long, 8 1/2", 50's/box		7 box						
27	Paper, bond, (8 1/2" x 11") short, sub.16, blue		30 ream						
28	Paper, bond, (8 1/2" x 11") short, sub.16, pink		30 ream						

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

1	2	3	4	5	6	7	8	9	10
Item	Description LOT 1 – VARIOUS COMMON OFFICE SUPPLIES	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
29	Paper, bond, (8 1/2" x 11") short, sub.16, yellow		30 ream						
30	Paper, bond, (8 1/2" x 13") long, sub.16, blue		100 ream						
31	Paper, bond, (8 1/2" x 13") long, sub.16, pink		100 ream						
32	Paper, book, (8 1/2" x 13"), sub.20, white		500 ream						
33	Paper, book, A4 (8 1/4" X11 3/4"), sub.20, white		1,800 ream						
34	Paper, continuous, 1 ply, 11"x9 1/2", 500's		35 box						
35	Paper, continuous, 3 ply,11" x 14 7/8", 500's, carbonless		26 box						
36	Paper, continuous, 3 ply, 11"x9 1/2", 500's, carbonless		100 box						
37	Paper, continuous, 3 ply, 5 1/2"x9 1/2", 500's, carbonless		5 box						
38	Paper, mimeo, A4, (8 1/4" X 11 3/4") sub.18		5,000 ream						
39	Paper, sticker, A4		1,505 pc						
40	Paper, sticker, A4, white, Made of Matte		1,000 pc						
41	Paste with Waterwell Applicatort, 200g		48 bot						
42	Puncher, two hole guide		25 pc						
43	Push Pen, 50's/pack		6 pack						
44	Record Notebook, 50 leaves, 100 pages		230 pc						
45	Rubber Band, # 16, 25g		20 box						
46	Rubber Band, # 18, 350 g		30 box						
47	Scissors, Heavy Duty,6"		18 pc						
48	Sign Pen, 0.3 mm- 0.5mm, Energel (blue 50, black 200		250 pc						
49	Sign Pen, green, 0.3mm-0.5mm		145 pc						
50	Stamp Pad Ink, purple, 30ml.		15 bot						
51	Staple wire # 10, 1000's		270 box						
52	Staple wire # 35, 5000's		520 box	_					

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.	UMC 21-14	Page <i>3 of 3</i>

1	2	3	4	5	6	7	8	9	10
1	Description		- 1	Unit	Transportation and all other	Sales and other taxes payable if	Cost of Incidental	Total Price,	Total Price delivered Final
Item	LOT 1 - VARIOUS COMMON OFFICE SUPPLIES	Country of origin	Quantity	price EXW per item	costs incidental to delivery, per item	Contract is awarded, per item	Services, if applicable, per item	per unit (col 5+6+7+8)	Destination (col 9) x (col 4)
53	Stapler # 35 w/remover, can fasten 40 sheets of book paper		50 pc						
54	Stapler #10, good quality, can fasten at 10 sheets		35 pc						
55	Tape, dispenser, for 24mm(1") width		20 pc						
56	Tape, masking, 1 inch, 50m		1,000 roll						
57	Tape, packaging, 2 inches, 50m/roll		20 roll						
58	Tape, transparent, 1 inch, 50m/roll		500 roll						
59	Tape, transparent, 2 inch, 50m/roll		20 roll						
	TOTAL BID FOR LOT 1								
L	OT 2 - VARIOUS CONSUM COMPUTER PRINT		OF						
1	Computer ink (T664) for Epson L110/L210, black, 70ml		100 bot.						
2	Computer ink (T664) for Epson L110/L210, cyan,70ml		10 bot.						
3	Computer ink (T664) for Epson L110/L210, magenta,70ml		10 bot.						
4	Computer ink (T664) for Epson L110/L210, yellow,70ml		10 bot.						
5	Computer ink (711), Black (T120 Plotter), 29ml		4 cart.						
6	Ribbon Cartridge for Epson LQ-310		151 cart.						
7	Ribbon Cartridge for Epson LQ-2190, SO15531,60m		8 cart.						
8	Toner Cartridge for Samsung D108S		2 cart.						
9	Toner Cartridge for Samsung D111S		10 cart.						
	TOTAL BID FOR LOT 2								
	TOTAL BID (2 LOTS)								

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 PH	HLIPPINES)	
CITY OF	22(

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]

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

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

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

[Jurat]

[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	v hand this day	v of . 20	0 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]

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

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

Acknowledgment

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

