

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF OFFICE SUPPLIES AND EQUIPMENT NOT AVAILABLE AT PS-DBM

Government of the Republic of the Philippines



**Department of Education
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA
Pagadian City**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

INVITATION TO BID FOR
**PROCUREMENT OF OFFICE SUPPLIES AND EQUIPMENT NOT AVAILABLE
AT DBM-PS**

1. The Department of Education Region -IX, through the Government of the Philippines intends to apply the sum of *One Million Nine Hundred Seventy Nine Thousand Five Hundred One & 38/100 Pesos (Php 1,979,501.38)* being the ABC to payments under the contract for *Procurement of Office Supplies and Equipment not available at PS-DBM*. Bids received in excess of the ABC per lot shall be automatically rejected at bid opening.

LOT	PROJECT DESCRIPTION	ABC	BID DOC FEE	DELIVERY SCHEDULE
1	OFFICE SUPPLIES AND MATERIALS	1,441,394.02	1,196.50	Within forty-five (45) Calendar Days upon receipt of Notice to Proceed
2	OFFICE EQUIPMENT	64,412.56	162.70	
3	ICT SUPPLIES AND EQUIPMENT	473,694.80	3,640.80	

2. The Department of Education Region -IX now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years 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.
 - a. 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 Department of Education Region -IX and inspect the Bidding Documents at the address given below during *Monday to Friday 8:00am to 5:00pm*.
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be acquired by interested Bidders on *April 5, 2024 and upon payment of the applicable fee to the DepEd Cashier for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB*.

Payment in checks should be made payable to **DepEd RO IX Trust PVB Acct#02801-000113-4**

 - b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at region9.bac@deped.gov.ph. Upon receipt of the bidder's information sheet, the BAC Secretariat will send through email the details of the DepEd RO IX Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.
6. The Department of Education Region -IX will hold a Pre-Bid Conference at *2:00pm April 16, 2024 at the Conference Hall, DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **1:30pm April 30, 2024**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be at *2:00pm April 30, 2024 at the Conference Hall, DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City* and/or through video conferencing or webcasting via Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only two (2) representatives per bidder will be allowed to enter the venue.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

10. Bidders are requested to submit (3) three additional hard copies of their bid as allowed in ITB Clause 15.
11. The Department of Education Region -IX 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.
12. For further information, please refer to:

JERRY M. IJIRANI

BAC Secretariat

*DepEd RO-9, President Corazon C. Aquino Regional Government Center,
Balintawak, Pagadian City*

Email: (region9.bac@deped.gov.ph)

Website: www.depedro9.info; www.ro9-deped.com

DR. GREGORIO CYRUS R. ELEJORDE, CESO V

Assistant Regional Director

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Department of Education Region -IX wishes to receive Bids for the *Procurement of Office Supplies and Equipment not available at PS-DBM* with identification number *2024-02-048*.

The Procurement Project (referred to herein as “Project”) is composed of three (3) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of *One Million Nine Hundred Seventy Nine Thousand Five Hundred One & 38/100 Pesos (Php 1,979,501.38)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act.

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 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.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC
- 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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address *Conference Hall, DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days from the opening of bids*. 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,

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.

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.
- 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

- 20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Procurement of Office Supplies and Equipment</i> b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The Procuring Entity's address is:</p> <p><u>DR. GREGORIO CYRUS R. ELEJORDE, CESO V</u> Chairperson, Bids and Awards Committee C/O BAC Secretariat <i>DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City</i> <i>Email: (region9.bac@deped.gov.ph)</i></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than 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 5% of ABC if bid security is in Surety Bond.
15	<p>Submission of bidding documents shall be on a per lot basis.</p> <p>Prospective bidders shall enclose their original eligibility and technical documents in a sealed envelope marked as "ORIGINAL – TECHNICAL PROPOSAL." Copies thereof shall be similarly sealed in envelopes marked as "COPY NO. 1 – TECHNICAL PROPOSAL", "COPY NO. 2 – TECHNICAL PROPOSAL" and "COPY NO. 3 – TECHNICAL PROPOSAL." On the other hand, the original of their financial documents shall be enclosed in another sealed envelope marked as "ORIGINAL – FINANCIAL PROPOSAL." Copies thereof shall be similarly sealed in envelopes marked as "COPY NO. 1 – FINANCIAL PROPOSAL", "COPY NO. 2 – FINANCIAL PROPOSAL" and "COPY NO. 3 – FINANCIAL PROPOSAL." These envelopes containing the original and the copies shall then be enclosed in one single envelope. Further, the envelopes</p>

	<p>marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall be enclosed and/or sealed in an outer envelope”.</p> <p>The Procuring Entity requests four (4) paper copies [one (1) original and three (3) copies] of the bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p> <p>Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> <p>Online submission of bids is not allowed.</p>
19.3	No further instructions
20.2	No further instructions
21.2	No further instructions

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents – <i>Delivery of the GOODS shall be made by the Contractor upon receipt of Notice to Proceed</i>
2.2	<i>No further instructions.</i>
4	<i>No further instructions.</i>

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.

LOT 1 - OFFICE SUPPLIES AND MATERIALS						
Stock No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Delivery Schedule
1	289	bottle	ALCOHOL, Ethyl, 500 mL	50.96	14,727.44	Within forty-five (45) Calendar Days upon receipt of Notice to Proceed
2	180	piece	Arch File Inside & Label Design Varies (3 inches x 9 inches x 15 inches; red color/ long size)	150.00	27,000.00	
3	185	piece	CLEARBOOK, legal size (Red Color)	38.48	7,118.80	
4	127	piece	Sign Pen, Extra Fine Tip, Black, 0.5	26.00	3,302.00	
5	265	piece	Sign Pen, Fine Tip, Black, 0.5	44.72	11,850.80	
6	425	piece	Sign Pen, Medium Tip, Black, 0.5	57.20	24,310.00	
7	95	piece	Sign Pen, Extra Fine Tip, Blue, 0.5	26.00	2,470.00	
8	319	piece	Sign Pen, Fine Tip, Blue, 0.5	44.72	14,265.68	
9	599	piece	Sign Pen, Medium Tip, Blue, 0.5	57.20	34,262.80	
10	358	pack	BATTERY, dry cell, size AA	21.84	7,818.72	
11	224	pack	BATTERY, dry cell, size AAA	19.76	4,426.24	
12	5	pack	BATTERY, dry cell, size D	92.56	462.80	
13	209	can	AIR FRESHENER, Aerosol type, 150g	87.36	18,258.24	
14	20	piece	BROOM, Soft (Walis Tambo)	127.92	2,558.40	
15	171	bottle	CLEANER, Toilet Bowl and Urinal, 900mL - 1000mL	44.72	7,647.12	
16	93	can	CLEANSER, Scouring Powder, 350g	36.00	3,348.00	
17	73	bar	DETERGENT BAR,140g	9.36	683.28	
18	35	pouch	DETERGENT POWDER, all purpose, 1kg	88.40	3,094.00	
19	136	can	DISINFECTANT SPRAY, 750ml	150.80	20,508.80	
20	11	can	FLOOR WAX (Colorless Floor Wax 450g)	135.20	1,487.20	
21	30	piece	FURNITURE CLEANER (250ml)	226.72	6,801.60	
22	149	piece	HAND SOAP, liquid (200ml)	42.95	6,399.55	
23	12	unit	MOP BUCKET	2,288.00	27,456.00	
24	7	piece	MOPHANDLE, heavy duty	134.16	939.12	
25	7	piece	MOPHEAD, made of rayon	114.04	798.28	
26	46	piece	RAGS (Pieces)	57.20	2,631.20	
27	219	pack/r	TRASHBAG, XXL Size	130.00	28,470.00	
28	344	pack/r	TRASHBAG, Large Size	59.28	20,392.32	
29	140	pack/r	TRASHBAG, XL Size	92.56	12,958.40	
30	44	bottle	INK, for stamp pad, 50mL	31.20	1,372.80	
31	25	box	FACE MASK (Surgical mask 50piece box)	52.00	1,300.00	
32	3	box	CARBON FILM, Legal	256.88	770.64	
33	12	piece	PHILIPPINE NATIONAL FLAG	284.84	3,418.08	
34	85	piece	LIGHT-EMITTING DIODE (LED) LINEAR TUBE, 18 watts	205.82	17,494.70	

35	168	piece	GLUE, all-purpose (240g)	70.72	11,880.96
36	152	box	STAPLE WIRE, heavy duty (binder type), 23/13	22.55	3,427.60
37	341	box	STAPLE WIRE, standard	23.76	8,102.16
38	30	roll	TAPE, electrical 0.16mm x 19mm x 4 m	19.45	583.50

39	162	roll	TAPE, masking, 24mm - 22 m (min) per roll	61.88	10,024.56
40	121	roll	TAPE, masking, 48 mm - 22 m (min) per roll	121.16	14,660.36
41	239	roll	TAPE, packaging, 48 mm - 22 m (min) per roll	30.16	7,208.24
42	216	roll	TAPE, transparent, 24mm - 22 m (min) per roll	11.44	2,471.04
43	303	roll	TAPE, transparent, 48 mm - 22 m (min) per roll	23.92	7,247.76
44	46	piece	RULER, flexible plastic, 450 mm	20.80	956.80
45	43	unit	CALCULATOR, Compact (12 Digits Display)	287.04	12,342.72
46	2	box	CHALK, white enamel, 660 gms	32.97	65.94
47	333	box	CLIP, backfold, 19mm (12 pieces per box)	9.36	3,116.88
48	333	box	CLIP, backfold, 25mm (12 pieces per box)	15.60	5,194.80
49	333	box	CLIP, backfold, 32mm (12 pieces per box)	27.04	9,004.32
50	355	box	CLIP, backfold, 50mm (12 pieces per box)	60.32	21,413.60
51	467	piece	CORRECTION TAPE Width: 5mm LENGTH: 8m	11.53	5,384.51
52	81	piece	CUTTER/UTILITY KNIFE, for general purpose	31.72	2,569.32
53	1472	piece	DATA FILE BOX, 15 inches x 9.5 inches x 4.5 inches	77.20	113,638.40
54	10	piece	DATA FOLDER Size 3 inches x 9 inches x 15.5 inches	68.64	686.40
55	17	piece	DATER STAMP	469.78	7,986.26
56	21	box	ENVELOPE, Documentary, A4	840.32	17,646.72
57	36	box	ENVELOPE, Documentary, legal	1,078.48	38,825.28
58	5	box	ENVELOPE, Expanding, Plastic	30.49	152.45
59	428	box	FASTENER (plastic file fastener)	94.64	40,505.92
60	7	box	FOLDER, pressboard	952.64	6,668.48
61	29	pack	FOLDER with tab, A4 (White Color)	388.96	11,279.84
62	73	pack	FOLDER with tab, legal White Color)	427.44	31,203.12
63	67	set	MARKER, Fluorescent	42.64	2,856.88
64	350	piece	MARKER, Permanent, Black	15.60	5,460.00
65	177	piece	MARKER, Permanent, Blue	15.60	2,761.20
66	86	piece	MARKER, Permanent, Red	15.60	1,341.60

67	16	piece	MARKER, Whiteboard, Black	10.40	166.40
68	6	piece	MARKER, Whiteboard, Blue	10.40	62.40
69	6	piece	MARKER, Whiteboard, Red	10.40	62.40
70	375	box	PAPER CLIP, vinyl/plastic coated, 33mm	9.36	3,510.00
71	420	box	PAPER CLIP, vinyl/plastic coated, jumbo, 50mm	23.92	10,046.40
72	1	unit	PAPER SHREDDER, Size & Spec.: Shred Entrance: A4, 239x156x390mm, Shredding Capacity: 5 Sheets, Bin Capacity: 10 Liters, Confidential Level: 3 Machine Noise: <60dB, Speed: 3meter/min Color: Grey, Material: Nitriding Carbon Steel, ABS	5,699.20	5,699.20
73	110	box	PENCIL, lead/graphite, with eraser (No. 2)	41.60	4,576.00
74	29	piece	PENCIL SHARPENER	213.20	6,182.80
75	75	piece	PUNCHER, paper, heavy duty (2 Hole)	162.24	12,168.00
76	15	dozen	Certificate Holder (A4) (8.27 x 11.69) 12 dozen	274.23	4,113.45
77	104	box	RUBBER BAND No. 18 (225 gms)	165.36	17,197.44
78	32	piece	STAMP PAD, felt (Violet)	42.64	1,364.48
79	93	pair	SCISSORS, symmetrical/asymmetrical (190 mm)	41.60	3,868.80
80	90	piece	STAPLER, standard type, with remover, BG-1010	145.60	13,104.00
81	15	unit	STAPLER, heavy duty (binder)	954.72	14,320.80
82	17	piece	TAPE DISPENSER, table top	78.00	1,326.00
83	72	pack	CARTOLINA, assorted colors	90.48	6,514.56
84	245	pad	NOTE PAD, stick on, 50mm x 76mm	39.52	9,682.40
85	257	pad	NOTE PAD, stick on, 76mm x 100mm	63.44	16,304.08
86	259	pad	NOTE PAD, stick on, 76mm x 76mm	60.32	15,622.88
87	77	piece	STENO, NOTEBOOK, (6" x 9") 30 lvs	23.92	1,841.84
88	1171	ream	PAPER, MULTICOPY A4, 80gsm Size 210mm x 297mm (A4)	179.92	210,686.32
89	1563	ream	PAPER, MULTIPURPOSE A4, 80gsm Size 210mm x 297mm (A4)	163.28	255,206.64
90	90	book	RECORD BOOK, 300 PAGES	72.80	6,552.00
91	141	book	RECORD BOOK, 500 PAGES	105.04	14,810.64
92	366	pack	TISSUE, INTERFOLDED PAPER TOWEL (175 Sheet) 30 gsm	29.12	10,657.92
93	78	bottle	HAND SANITIZER, Gel Pump, 250ml	87.36	6,814.08
94	112	can	INSECTICIDE, (Aerosol/odorless, 500ml)	257.92	28,887.04

95	2	book	HANDBOOK ON PHILIPPINE GOVERNMENT PROCUREMENT (RA 9184)	37.21	74.42
96	250	box	Ballpen (BP-S Fine Ballpoint pen black 0.5)	25.00	6,250.00
97	250	box	Ballpen (BP-S Fine Ballpoint pen blue 0.5)	25.00	6,250.00

LOT 2 - OFFICE EQUIPMENT						
Stock No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Delivery Schedule
1	1	unit	FIRE EXTINGUISHER, dry chemical Net Weight 2.2kgs, Gross Weight 3.83kgs	1,398.80	1,398.80	Within forty-five (45) Calendar Days upon receipt of Notice to Proceed
2	4	unit	BINDING AND PUNCHING MACHINE Product details 2088 comb binding machine. Binding form: Plastic comb, clamp strap The Max, Thickness of binding: 30mm ring plastic comb, 50mm ellipse plastic comb, The Max. Thickness of punching: 20 pages(80g), Max. Binding width: Below 300mm, Hole distance: 14.3mm, 21 holes, Adjustable margin: 2.5-6.5mm, Design of section: 3.0*8.0mm, Quantity of movable cutter: 21 pieces, Punching form: Manual, Dimension: 420*350*230mm, Net weight: 10.6Kgs	10,104.64	40,418.56	
3	2	unit	PAPER TRIMMER/CUTTING MACHINE (12" x 15" - Wood)	9,297.60	18,595.20	
4	1	Unit	Ladder Aluminum heavy duty/Step Ladder, FT-4 (4 Steps) 300 lbs capacity, Extended Handrails, 2.89 ft	4,000.00	4,000.00	

LOT 3 - ICT SUPPLIES AND EQUIPMENT						
Stock No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Delivery Schedule
1	2	Unit	Multimedia Projector, 4000 ANSI LUMENS (min)	18,470.40	36,940.80	Within forty-five (45) Calendar Days upon receipt of Notice to Proceed
2	3	unit	DIGITAL VOICE RECORDER, 32 gb	4,803.76	14,411.28	
3	6	unit	DESKTOP, for Mid-Range Users, Processor; Intel i7 8700, 8th Gen., Base Frequency, 3.2GHz, Turbo Frequency 4.6GHz, Cache 12MB Cache, No of Cores: 6 Cores, Lithography 14nm, Threads: 12 Threads, Thermal Design Power - 65W Memory: 16GB DDR4, upgradable to 32GB, 2 x Memory Slot Storage/Hard Disk: 256 M.2 SSD + 1TB SATA3 7200RPM Display Screen: LED Monitor V226HQL 21.5" Graphics/Video Processor.: 4GB Dedicated Graphics Resolution: 1920 x 1080 pixel	42,390.40	254,342.40	
4	50	unit	COMPUTER MOUSE, Wireless Mouse Lightweight Honeycomb Design Gaming RGB Backlight	620.00	31,000.00	
5	1	unit	PRINTER, Impact, Dot Matrix, 9 pins	11,014.64	11,014.64	
6	45	piece	LIGHT-EMITTING DIODE (LED) LIGHT BULB, 7 watts	81.12	3,650.40	
7	12	cart	RIBBON CARTRIDGE, EPSON C13S015632, Black	77.94	935.28	
8	80	cart	TONER CARTRIDGE, BROTHER BT 5000 (M/C/Y, Set)	990.00	79,200.00	
9	100	cart	TONER CARTRIDGE, BROTHER BT D60 (Black)	350.00	35,000.00	
10	15	cart	TONER CARTRIDGE, EPSON 774, Black Pigment Ink Bottle (M200)	480.00	7,200.00	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	<p><i>Procurement of Office Supplies and Equipment not available at PS-DBM</i></p>	
	<p>Lot 1</p>	
	<p>Lot 2</p>	
	<p>Lot 3</p>	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (i) [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.

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

25 FINANCIAL COMPONENT ENVELOPE

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

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]

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 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 Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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]

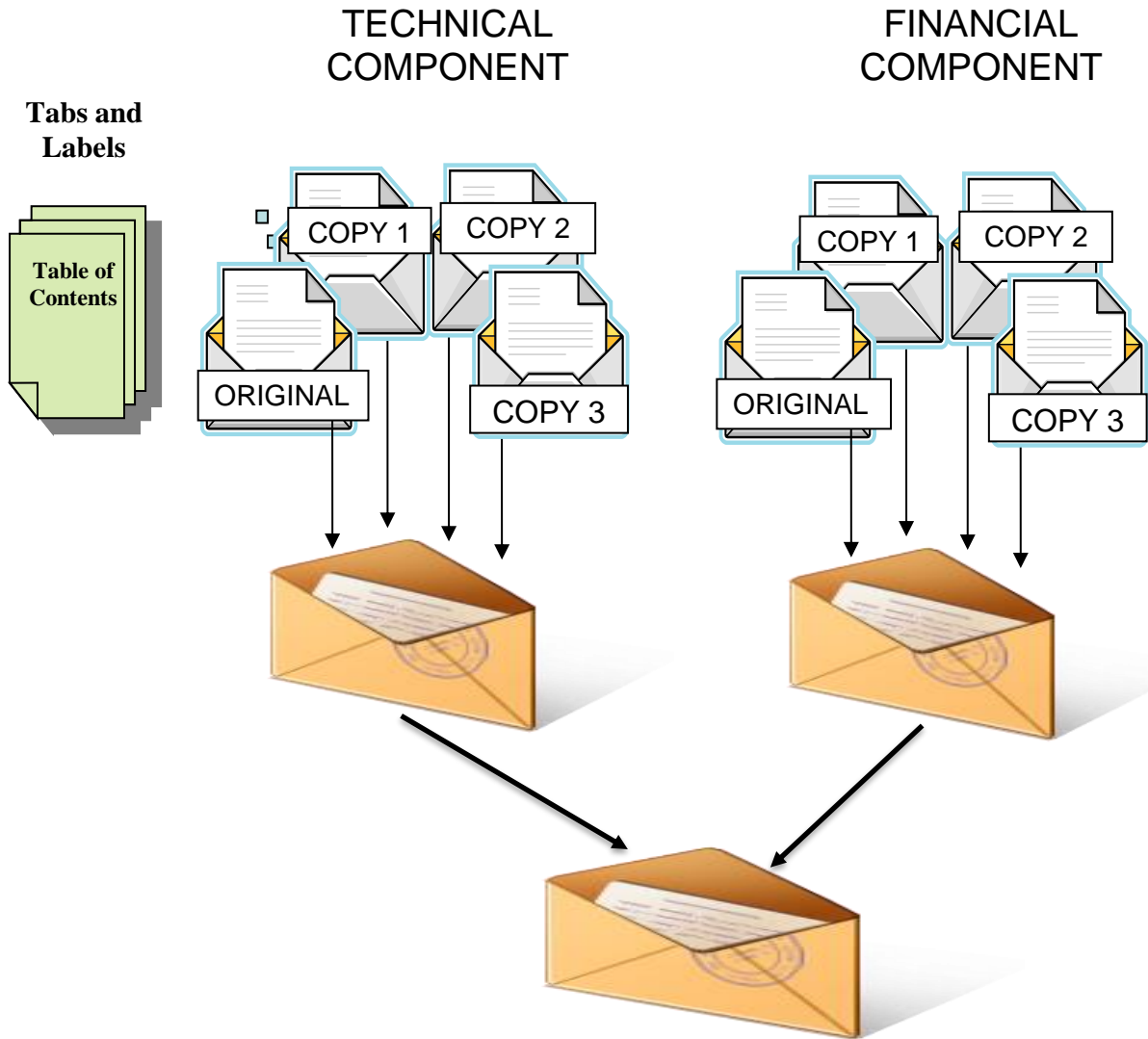
I/We, the undersigned, declare that:

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.
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



ORIGINAL / COPY NO. __

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS] PUBLIC BIDDING:

[PROJECT TITLE]:

BIDDING FOR [no.] : [item description] (if applicable)

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DEPARTMENT OF EDUCATION REGIONAL OFFICE IX,
PRESIDENT CORAZON C. AQUINO, REGIONAL GOVERNMENT CENTER
BALINTAWAK, PAGADIAN CITY
[VENUE OF BID OPENING]

DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]

