# PHILIPPINE STATISTICS AUTHORITY NATIONAL CAPITAL REGION REGIONAL OFFICE BIDS & AWARDS COMMITTEE

# PHILIPPINE BIDDING DOCUMENTS

# PROCUREMENT OF REGULAR SUPPLIES FOR THE 2023 THIRD QUARTER OF THE PHILIPPINE STATISTICS AUTHORITY NATIONAL CAPITAL REGION (SECOND POSTING)

Government of the Republic of the Philippines (Public Bidding No. 2023-014)

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.

# REGIONAL OFFICE BIDS & AWARDS COMMITTEE INVITATION TO BID FOR THE PROCUREMENT OF REGULAR SUPPLIES FOR THE 2023 THIRD QUARTER OF THE PHILIPPINE STATISTICS AUTHORITY NATIONAL CAPITAL REGION (SECOND POSTING)

(P.B. No. 2023-014)

1. The Philippine Statistics Authority- National Capital Region (PSA-NCR), through the *National Expenditure Program FY 2023* intends to apply the sum of *One Million Three Hundred Seventy-Two Thousand Four Hundred Thirty Pesos and 3/100 (Php1,372,430.03)* being the ABC to payments under the contract for each lot.

Lot No.	Description	ABC	Delivery Period	Price of Bidding Documents
Lot 1	Common Office Supplies	Php1,060,325.13	20 days upon receipt of the Notice to Proceed (NTP)	Php2,500.00
Lot 2	Health, Sanitation, Janitorial Supplies	Php247,364.90	20 days upon receipt of the Notice to Proceed (NTP)	Php500.00
Lot 3	ICT Accessories Supplies	Php63,740.00	20 days upon receipt of the Notice to Proceed (NTP)	Php500.00

Bids received more than the ABC shall be automatically rejected at bid opening.

2. The *PSA-NCR* now invites bids for the above Procurement Project. Bidders should have completed, within *three* (3) *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. 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 *Regional Offices Bids* and *Awards Committee (ROBAC) Secretariat* and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 11 September 2023 from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents. 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 PSA-NCR will hold a Pre-Bid Conference on **20 September 2023 at 10:00 A.M.** which shall be open to prospective bidders. Interested bidders may attend the Pre-Bid Conference face-to-face.
- 7. Bids must be duly received by the ROBAC Secretariat through manual submission at the office address indicated below on or before **2 October 2023 at 5:00 PM.** Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **3 October 2023 at 10:00 A.M**. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to participate in the activity or witness the opening of bid.
- 10. The PSA-NCR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### Ms. Minerva Z. Carpio

Head, ROBAC Secretariat
PSA-NCR Regional Office Bids and Awards Committee
9th Floor EDSA Grand Residences
75 Corregidor St., corner EDSA
Barangay Ramon Magsaysay, Quezon City 1105

Tel. No.: 8937-7738

Email Address: a.jumaquio@psa.gov.ph

12. You may visit the following websites:

For downloading of the bidding Documents: <a href="https://procurement.psa.gov.ph/">https://procurement.psa.gov.ph/</a>
<a href="https://www.philgeps.gov.ph/">https://www.philgeps.gov.ph/</a>

BAMBIE A. VILLARUEL Chairperson, ROBAC

## 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, *PSA-NCR* wishes to receive Bids for the Procurement of Regular Supplies for the 2023 Third Quarter of the Philippine Statistics Authority National Capital Region with identification number *Public Bidding No. 2023-014*.

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 *Fiscal Year* (FY) 2023 in the amount of *One Million Three Hundred Seventy-Two Thousand Four Hundred Thirty Pesos and 3/100 (Php1,372,430.03).*
- 2.2. The source of funding is the National Expenditure Program.

#### 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 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

Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and at its physical address stated above.

#### 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  $\bf IB$ , at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

# 10. Documents comprising the Bid: Eligibility and Technical Components

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

#### 11. Documents comprising the Bid: Financial Component

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

#### 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 the delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS**.

#### b. For Goods offered from abroad:

- i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

#### 13. Bid and Payment Currencies

- 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 Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 *one hundred twenty (120) days* from the date of the opening of bid. 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

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 ROBAC 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 ROBAC 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

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's ROBAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The ROBAC 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 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the ROBAC 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

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.
- 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	a) For this purpose, contracts similar to the project shall be:				
	<ul><li>a) Supply and delivery of Office Supplies or Health and Sanitation Supplies or Janitorial Supplies or ICT Accessories and supplies.</li><li>b) Completed within three (3) years prior to the deadline for the submission and receipt of bids</li></ul>				
7.1	Subcontracting is not allowed.				
12	The price of the Goods shall be quoted DDP of the Republic of the Philippines 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 <i>two percent (2%) of ABC]</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or				
	Dona in the	20/ - <b>FADC</b>	1		
	Project	2% of ABC			
	Lot 1	21,206.50			
	Lot 2	4,947.30			
	Lot 3	1,274.80	6479636343		
	b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.				
	Project	5% of ABC			
	Lot 1	53,016.26			
	Lot 2	12,368.25			
	Lot 3	3,187.00			
19.3	The project will be awarded by				
20	No additional requirement.				

# 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 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 -
	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:
	"The delivery terms applicable to this Contract are delivered within the premises of PSA-NCR Offices. 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 Ms. Bambie A. Villaruel, Chief Administrative Officer of Civil Registration and Administrative Division
	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:
	<ol> <li>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>furnishing of tools required for assembly and/or maintenance of</li> </ol>
	the supplied Goods;  3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	4. 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
	5. 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.
	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 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 Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Office Supplies	1 lot	1 lot	20 days upon receipt of the Notice to Proceed (NTP).
2	Health and Sanitation Supplies	1 lot	1 lot	
3	ICT Accessories Supplies	1 lot	1 lot	

**Note:** There will be five (5) delivery addresses for this procurement. Address 1: PSA-NCR I J.P. Laurel cor. Minerva Street, San Miguel, Manila

Contact Person: Ricky Alterado

Administrative Aide VI

0919-5105-955

Unit	Item Description	Quantity
	Lot 1	
box	Brown envelope (A4), 500pcs/pack	2
rm	Bond paper S-20, legal, 80 gsm	25
rm	Bond paper S-20, A4, 80 gsm	50
rm	Bond paper S-20, A4, 70 gsm	50
рс	Envelope, Plastic, expanding, long, with handle	200
pack	Folder long, with tab, white (ordinary), 100pcs/pack	5
рс	Ruler, 12" (Plastic)	52
box	Sign pen, 0.5, black,12 pcs/box branded	4
box	Sign pen, 0.7, black, 12 pcs/box branded	4
pc	Cartolina, assorted color	50
box	Push pins, 100pcs/box	5
рс	Notebook binder filler 6" x 8.5"	300

	Lot 2	
pc	Mop Head	25
can	Furniture Cleaner, aerosol type, 300ml	5
рс	Broom, Tambo, branded	5
pack	Garbage bag, 25 pcs/pack, medium, 22 x 24 inches	25
pack	Garbage bag, 25 pcs/pack, small, 18 x 20 inches	25
pack	Garbage bag, 10 pcs/pack, XL, 30 x 37 inches	25
pc	Window Glass Cleaner Wiper 2 in 1 Adjustable Squeegee	2
	Sponge Home Cleaning Tools Multi-function	
рс	Toilet deodorant cake, branded, 100g	50
рс	Toilet Scent Gel, lavander/lemon, branded, 180g	10
can	Air Freshener, 320ml, lemon/lavender	25
pack	Bathroom Tissue, 3-ply, 12roll/pack, 600 sheets,	5
	branded	
pack	Interfolded Paper Towel, 150 pulls	25
рс	Scouring pad, 95x150x8mm, heavy-duty, branded	25
bot	Muriatic Acid, 250ml	20
pc	Dustpan, plastic, heavy-duty	6
pair	Gloves, heavy-duty, branded	10
pack	Facemask, 3D, 10pcs/pack, butterfly mask non-woven,	900
	color: white/black/blue/green	
roll	Twine straw rope	10
	Lot 3	
box	Network Lan Cable, Grey, 305m/box, CAT 5e, brand new	1

Address 2: PSA-NCR PO II 8th Floor Grand EDSA Residences, #75 Corregidor st., cor EDSA, Brgy. Ramon Magsaysay, Quezon City

Contact Person: Gemma Fe Carlos

Administrative Aide VI

0945-9840-632

Unit	Item Description	Quantity
roll	LAMINATING FILM, 12", 125mic, 100m	2
box	PAPER, Parchment, A4 size, 100sheets/box	3
bottle	GLUE, All Purpose, 130 grams	10
piece	GLUESTICK, All Purpose, 15 grams	5
box	STAPLE WIRE, No. 35 (26/6)	100
roll	TAPE, Double Adhesive, 1 inch	8
roll	TAPE, Double Adhesive, Padded, 1 inch	2
roll	TAPE, Masking, 24mm	25
roll	TAPE, Masking, 48mm	25
roll	TAPE, Packaging, 48mm	15
roll	TAPE, Transparent, 24mm	100
roll	TAPE, Transparent, 48mm	40
piece	CORRECTION TAPE, Film base type	100
box	CLIP, backfold, 19mm	20

box	CLIP, backfold, 25mm	20
box	CLIP, backfold, 32mm	20
box	CLIP, backfold, 50mm	20
box	ENVELOPE, Documentary, Legal, 500s/box	1
box	ENVELOPE, Mailing, White, 500s/box	1
box	ENVELOPE, Expanding, Kraft, 100s/box	2
box	FASTENER, Plastic, Colored	80
piece	FOLDER (DATA FOLDER), Arch File, Horizontal, Black,	80
piece	Legal	00
piece	FOLDER, Arch File, Vertical, 2" wide, Black, Legal	30
pack	FOLDER, Tagboard, A4, 100s/pack	3
pack	FOLDER, Tagboard, Legal, 100s/pack	15
piece	ID LACE, Blue	200
box	PENCIL, Lead, with Eraser, (No. 2),12s/box	40
box	RUBBER BAND, No. 18	10
piece	CUTTER KNIFE, 18mm (cutterblade)	3
piece	PUNCHER, Heavy duty	2
piece	STAPLE WIRE REMOVER, Plier-Type	20
roll	Duplo Master Roll, DRG	2
bottle	INK CART, EPSON 003, Black	40
cart	INK CART, EPSON 774	10
cart	INK CART, HP GT52, Cyan	3
cart	INK CART, HP GT52, Magenta	3
cart	INK CART, HP GT52, Yellow	3
cart	INK CART, HP GT53, Black	5
cart	TONER CART, HP CE285A (85A) LaserJet	10
cart	TONER CART, HP CF256X (56X) LaserJet	2
рс	BALLPEN, Black, 0.7mm	180
piece	ERASER (Plastic/Rubber)	150
box	SIGN PEN, Black, 0.5mm, 12s/box	3
box	SIGN PEN, Blue, 0.5mm, 12s/box	1
box	SIGN PEN, Red, 0.5mm, 12s/box	1
box	SIGN PEN, Black, 0.7mm, 12s/box	2
pack	BATTERY, Dry-Cell, AA, 2s/pack, Heavy Duty (Branded)	20
pack	BATTERY, Dry-Cell, AAA, 2s/pack, Heavy Duty (Branded)	8
box	INDEX TAB, Self-adhesive, Transparent, 5s/box	15
piece	MAGAZINE FILE BOX, Large	20
set	MARKER, Fluorescent, 3 colors per set	15
bundle	RING BINDER, plastic, 32 mm, 10 pieces per bundle	3
piece	STAPLER, standard type	5
pad	NOTE PAD, stick on, 3" x 3", 100 sheets per pad	50
ream	PAPER, MULTICOPY A4, 80gsm, 500 sheets per ream	75
	PAPER, MULTICOPY LEGAL, 80gsm, 500 sheets per ream	75 75
ream ream	PAPER, MULTIPURPOSE A4, 70gsm, 500 sheets per ream	40
ream	PAPER, MULTIPURPOSE LEGAL, 70gsm, 500 sheets per	40
i caiii	ream	70
pack	PAPER, Sticker	5
pack	STICKY ARROW TABS, 100s/pack	15
Pacit	1	

piece	RULER, Stainless Steel, 12 inches	5
	Lot 2	
bottle	ALCOHOL, Ethyl, 70% Solution, 500 mL	200
bottle	ALCOHOL, Isoprophyl, 70% Solution, 150 mL	150
box	FACE MASK, 3 ply, 50s/box	500
pack	TISSUE, INTERFOLDED PAPER TOWEL,150 pulls/pack	500
bottle	LIQUID HAND SOAP, 500mL	20
can	INSECTICIDE, 600mL	60
bottle	CLEANER, Toilet Bowl and Urinal, 900mL - 1000mL	10
pouch	DETERGENT POWDER, all purpose, 1kg	30
piece	CHLORINE POWDER	10
piece	SPIN MOPHEAD	10
pack	TRASHBAG, XL, 10s/pack	20
piece	POLISHER PAD, 8"	5
bottle	FINE LIQUID POLISH	1
	Lot 3	
piece	KEYBOARD, Wireless (Branded)	10
piece	MOUSE, Wireless (Branded)	13
piece	MOUSE PAD, 800 X 300 X 4 mm	10
piece	HEADPHONES, Wired, w/ built-in Microphone, Type:	6
	Closed, Dynamic; Driver Unit: 30mm, Dome Type;	
	Sensitivity: 98 dB/mW	

Address 3: PSA-NCR PO III 7464 Bagtikan St., San Antonio Village, Makati City.

Contact Person: Jasmine A. Capuno

Statistical Specialist II 0917-8902-702

Unit	Item Description	Quantity
	Lot 1	
pcs	Clearbook, 20 transparent pockets, legal, color: Blue	20
pcs	Eraser, Large size, soft non-smudge eraser, rectangular	200
	shape	
pcs	Data Folder with 2 Ring binder, Horizontal, 3" thickness,	150
	Color: Blue	
pcs	Data Folder with 2 Ring binder, Vertical, 3" thickness,	150
	Color: Blue	
box	Envelope, Brown, A4 (500s/box)	1
box	Envelope, Documentary, Legal (500s/box)	1
box	Envelope, mailing with window, white, 500pcs/box	3
pack	Folder white, A4	1
bot	INK-EPSON 003 Black	30
bot	INK-EPSON 003 Cyan	15
bot	INK-EPSON 003 Magenta	15
bot	INK-EPSON 003 Yellow	15

bot	HP INK GT53-Black	40
bot	HP INK GT52-Cyan	20
bot	HP INK GT52-Magenta	20
bot	HP INK GT52-Yellow	20
pcs	Notebook, stenographer, at least 40 leaves	100
ream	Paper, Multicopy, Legal, 80gsm, 500 sheets/ream	100
bot	Glue, Multi-purpose, bonds strong, non-toxic, at least 130g	15
box	Pencil, Lead, with Eraser (No. 2), 12/s box	16
box	Sign pen, black,0.5mm 12/s box	8
pcs	Loose Leaf Cover, Legal, Chipboard,	200
	with pre-punched holes for fasterner Color: Green	
pcs	Thick/Hard Bound Expanded Folder,Color: Blue	250
	Customized size L:36cm x W:24.5cm, Expansion at least	
	5cm	
	Lot 2	
bot	Liquid Hand Wash, 500ml, anti-bacterial, mild scent, pump	60
	dispenser	
pouch	Detergent Powder, all-purpose, 1kg	15
bot	Bleach, Color Safe, at least 900ml	30
can	Insecticide, solvent-based aerosol, odorless, at least 500ml	10
pcs	Mop Handle, Heavy Duty Aluminum, at least 1500mm	6
pcs	Mop Head refill, Heavy duty, Rayon, at least 400g-500g	20
bot	Muriatic Acid, 250ml	20
	Lot 3	
рс	Mouse, wired, USB connection (Branded)	10

Address 4: PSA-NCR PO IV 4/F Grandz Commercial Center Bldg., 1798 Mac Arthur Highway Cor. Calle 4, Barangay 81, Caloocan City

Contac Person: Corazon Millan

Administrative Assistant II

0955-1884-271

Unit	Item Description	Quantity
	Lot 1	
рс	Ballpen, Black 0.7mm (12s/box)	364
рс	Ballpen, Blue 0.7mm (12s/box)	100
pack	Battery, AA, heavy duty, branded 2's/pack	140
pack	Battery, AAA, heavy duty, branded 2's/pack	60
box	Clip paper, 33mm	30
box	Clip backfold, 25mm	30
box	Correction tape	50
pc	Envelope, plastic legal size without handle, colored	264
box	Fastener, metal	20
pack	Folder with tab, Legal	6
рс	Loose leaf cover, legal size (chipboard, 1.5 mm thick, 50	250
	pcs/bundle)	

рс	Marker, permanent, black	339
pc	Marker, permanent, blue	48
ream	Paper, multicopy, A4, 80gsm	135
ream	Paper, multicopy, legal, 80gsm	95
ream	Paper, 70gsm, short	20
piece	Record book, 300 pages	20
box	Rubber band #18	30
piece	Staple remover	15
pack	Specialty paper, A4 size, Plae Cream, 200gsm	50
roll	Tape, packaging, 48mm	60
roll	Tape, packaging, 24mm	50
piece	ID Lace, with plastic hook	364
roll	Shoelace	20
piece	Pen, gel, black 0.7mm (12s/box)	104
piece	Pen, gel, blue 0.7mm (12s/box)	80
piece	Whiteboard marker-black	24
roll	Duct Tape, 60 yards, 0.23mm thickness, Silver, 3" roll width	15
	Lot 3	
box	RJ 45	2
box	Boots Connector Cable	2 2 1
set	Crimping Tool Set	1
рс	USB Cable, 2.0 Type A	50
pc	HDMI Cable to mini-HDMI Cable	40
box	CMOS Battery	10

Address 5: PSA-NCR PO V  $3^{\rm rd}$  Floor STWLPC Building 362-342 Sen. Gil Puyat Avenue, Pasay City.

Unit	Item Description	Quantity
	Lot 1	
pack	Battery, Dry Cell, size AA 1.5V (2's) Heavy Duty	24
each	Cartolina (Orange) (100's) 100lbs thick	400
pack	Folder (White) Long size 14 pts	10
pack	Folder (White) A4 size 14 pts	5
set	Marker, (Fluorescent) highlighter Marker Art	16
ream	Paper, Multicopy, 70 gsm (Long) 500 shts	100
ream	Paper, Multicopy 70 gsm (A4) 500 shts	100
ream	Paper, Multicopy 80 gsm (Long) 500 shts	100
ream	Paper, Multicopy 80 gsm (A4) 500 shts	75
box	Sign Pen, Hi-Techpoint (0.7) Black	8
box	Sign Pen, Hi-Techpoint (0.5) Black	8
pc	Gel Pen 0.7mm Black	200
pc	Ink Cartridge, EPSON C13T664100 (T6641) black	36
pc	Ink Cartridge, EPSON C13T664200 (T6642) Cyan	20
pc	Ink Cartridge, EPSON C13T664300 (T6643) Magenta	20
pc	Ink Cartridge, EPSON C13T664400 (T6644) Yellow	20
рс	Ink Cartridge, HP F6V26AA ( HP680) Tri-Color	36

рс	Ink Cartridge, HP F6V27AA (HP680) Black	36
pc	Laserjet Print Cartridge # 76A (CF276A)	6
pc	Laserjet Toner Cart, HP Q7553A, Black	6
рс	HP Color Laserjet PRO M454DW, Ink # 416A Black	6
pc	HP Color Laserjet PRO M454DW, Ink # 416A Magenta	3
pc	HP Color Laserjet PRO M454DW, Ink # 416A Yellow	3
pc	HP Color Laserjet PRO M454DW, Ink # 416A Blue	3
	Lot 2	
pack	Trash Bag XXL size (100's)	10
can	Insecticide Spray 600ml	24
bot	Ultra Thick Bleach Toilet Cleaner (500ml)	24
Bot	Multi-Purpose Disinfectant Cleaner	24
Bot	Glass and Multi-Surface Cleaner Regular 500ml	24
Bot	Floor Cleaner it Cleans and Shines 500ml (Polisher)	6

Address 6: PSA-RSSO- NCR 9th Floor Grand EDSA Residences, #75 Corregidor st., cor EDSA, Brgy. Ramon Magsaysay, Quezon City

Contact Person: Marie Lizle Fatima G. Zamora

Administrative Aide VI

8937-7738

Unit	Item Description	Quantity
	Lot 1	
рс	Arch File Folder (35 cm X 28 cm X 8 cm X 28 cm)	100
box	Fastener 8 1/2" long	12
pack	Sticker Paper - Matte (A4 size) , 90gsm, 20 sheets per pack	12
рс	Notebook, binder filler 6" x 8.5"	100
рс	Ruler 12 inches	10
рс	Heavy Duty Stapler	1
box	Staple wire for Heavy Duty Stapler	10
cart	HP Ink 704 - Black	30
cart	HP Ink 678 - Black	30
cart	HP Ink 678 - Tri Color	30
cart	HP Ink 682 - Black	24
cart	HP Ink 680 - Tri Color	12
cart	Hp Cartridge 76A	3
	Lot 2	
set	Bidet - set	6
рс	Bidet Flex Hose	6
can	Air freshener, Aerosol Type, 150g	60
gal	Muriatic Acid	3
рс	Buffing Pad for 8" Floor Polisher	6
gal	Alcohol 5L	6

# 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**

**Lot 1: Office Supplies** 

		Quantity	Statement	
Unit	Specification		of	
			Compliance	
[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.]				
roll	LAMINATING FILM, 12", 125mic, 100m	2		
box	PAPER, Parchment, A4 size, 100sheets/box	3		
рс	Cartolina, assorted color	50		
bottle	GLUE, All Purpose, bond strong, non-toxic 130g	25		
piece	GLUESTICK, All Purpose, 15 grams	5		
box	STAPLE WIRE, No. 35 (26/6)	100		
roll	TAPE, Double Adhesive, 1 inch	8		
roll	TAPE, Double Adhesive, Padded, 1 inch	2		
roll	TAPE, Masking, 24mm	25		
roll	TAPE, Masking, 48mm	25		
roll	TAPE, Packaging, 24mm	50		
roll	TAPE, Packaging, 48mm	75		
roll	TAPE, Transparent, 24mm	100		
roll	TAPE, Transparent, 48mm	40		
piece	CORRECTION TAPE, Film base type	150		
box	Clip paper, 33mm	30		
box	CLIP, backfold, 19mm	20		
box	CLIP, backfold, 25mm	50		
box	CLIP, backfold, 32mm	20		
box	CLIP, backfold, 50mm	20		
box	ENVELOPE, Documentary, A4, 500s/box	3		
box	ENVELOPE, Documentary, Legal, 500s/box	2		
box	ENVELOPE, Mailing, White, 500s/box	4		
box	ENVELOPE, Expanding, Kraft, 100s/box	2		
pack	ENVELOPE, Plastic, expanding, long, with handle	200		
pc	ENVELOPE, Plastic, legal size, without handle, colored	264		
box	FASTENER, Plastic, Colored, 8 ½, long	12		
box	FASTENER, Plastic, Colored,	80		
box	FASTENER, metal	20		
piece	FOLDER (DATA FOLDER), Arch File, Horizontal, Black, Legal (35 cm X 28 cm X 8 cm X 28 cm)	180		
piece	FOLDER, Arch File, Vertical, 2" wide, Black, Legal	30		

		Quantity	Statement
Unit	Specification		of
			Compliance

[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.]

pack	FOLDER, Tagboard, A4, 14 pts. 100s/pack	9	
pack	FOLDER, Tagboard, Legal, 14 pts. 100s/pack	36	
piece	ID LACE, Blue	200	
piece	ID Lace, with plastic hook	364	
box	PENCIL, Lead, with Eraser, (No. 2),12s/box	56	
box	RUBBER BAND, No. 18	40	
piece	CUTTER KNIFE, 18mm (cutter blade)	3	
piece	PUNCHER, Heavy duty	2	
piece	STAPLE WIRE REMOVER, Plier-Type	35	
roll	Duplo Master Roll, DRG	2	
bottle	INK CART, EPSON 003, Black	70	
bottle	INK CART, EPSON 003, Cyan	15	
bottle	INK CART, EPSON 003, Magenta	15	
bottle	INK CART, EPSON 003, Yellow	15	
cart	INK CART, EPSON 774	10	
cart	INK CART, HP GT52, Cyan, 70ml	23	
cart	INK CART, HP GT52, Magenta, 70ml	23	
cart	INK CART, HP GT52, Yellow, 70ml	23	
cart	INK CART, HP GT53, Black, 90ml	45	
cart	TONER CART, HP CE285A (85A) LaserJet	10	
cart	TONER CART, HP CF256X (56X) LaserJet	2	
рс	BALLPEN, Black, 0.7mm	544	
рс	BALLPEN, Blue, 0.7mm	100	
piece	ERASER (Plastic/Rubber)	150	
box	SIGN PEN, Black, 0.5mm, Hi-Techpoint 12s/box	23	
box	SIGN PEN, Blue, 0.5mm, Hi-Techpoint 12s/box	1	
box	SIGN PEN, Red, 0.5mm, Hi-Techpoint 12s/box	1	
box	SIGN PEN, Black, 0.7mm, Hi-Techpoint, 12s/box	14	
pack	BATTERY, Dry-Cell, AA, 2s/pack, Heavy Duty (Branded)	184	
pack	BATTERY, Dry-Cell, AAA, 2s/pack, Heavy Duty (Branded)	68	
box	INDEX TAB, Self-adhesive, Transparent,5s/box	15	
piece	MAGAZINE FILE BOX, Large	20	
set	MARKER, Flourescent, highlighter marker art 3 colors/set	31	
bundle	RING BINDER, plastic, 32 mm, 10 pieces per bundle	3	
piece	STAPLER, standard type	5	

		Quantity	Statement
Unit	Specification		of
	-		Compliance

[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.]

pad	NOTE PAD, stick on, 3" x 3", 100 sheets per pad	50	
ream	PAPER, MULTICOPY A4, 80gsm, 500 sheets per ream	335	
ream	PAPER, MULTICOPY LEGAL, 80gsm, 500 sheets per ream	395	
ream	PAPER, MULTIPURPOSE A4, 70gsm, 500 sheets per ream	190	
ream	PAPER, MULTIPURPOSE LEGAL, 70gsm, 500 sheets per ream	140	
ream	Paper, 70gsm, Short	20	
pack pack	PAPER, Sticker STICKY ARROW TABS, 100s/pack	5 15	
рс	Notebook, binder filler 6" x 8.5"	400	
рс	Notebook, stenographer, at least 40 leaves	100	
рс	RULER, Plastic, 12 inches	62	
piece	RULER, Stainless Steel, 12 inches	5	
box	Push pins, 100s/box	5	
рс	Clearbook, 20 transparent pockets, legal, color: Blue	20	
рс	Eraser, Large size, soft non-smudge eraser, rectangular shape	200	
рс	Data Folder with 2 Ring binder, Horizontal, 3" thickness, Color: Blue	150	
рс	Data Folder with 2 Ring binder, Vertical, 3" thickness, Color: Blue	150	
рс	LooseLeaf Cover, Legal, Chipboard, with pre-punched holes for fasterner Color: Green	200	
рс	LooseLeaf Cover, Legal, (chipboard, 1.5mm thick, 50pcs/bundle Thick/Hard Bound Expanded Folder,Color: Blue	250	
рс	Customized size L:36cm x W:24.5cm, Expansion at least 5cm	250	
рс	Marker, permanent, black	339	
рс	Marker, permanent, blue	48	
рс	Whiteboard Marker- black	24	
pc	Record Book, 300 pages	20	
pack	Specialty Paper, A4 size, Pale cream, 200gsm	50	

		Quantity	Statement
Unit	Specification		of
	<del>-</del>		Compliance

[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.]

		T	T
roll	Shoelace	20	
pc	Pen, Gel, black 0.7mm	304	
pc	Pen, Gel, Blue 0.7mm	80	
	Duct Tape, 60 yards, 0.23mm thickness, Silver, 3" roll		
roll	width	15	
ea	Cartolina (Orange) (100's) 100lbs thick	400	
рс	Ink Cartridge, EPSON C13T664100 (T6641) black	36	
рс	Ink Cartridge, EPSON C13T664200 (T6642) Cyan	20	
рс	Ink Cartridge, EPSON C13T664300 (T6643) Magenta	20	
рс	Ink Cartridge, EPSON C13T664400 (T6644) Yellow	20	
рс	Ink Cartridge, HP F6V26AA (HP680) Tri Color	48	
рс	Ink Cartridge, HP F6V27AA (HP680) Black	36	
рс	Laserjet Print Cartridge # 76A (CF276A)	6	
рс	Laserjet Toner Cart, HP Q7553A, Black	6	
рс	HP Color Laserjet PRO M454DW, Ink # 416A Black	6	
рс	HP Color Laserjet PRO M454DW, Ink # 416A Magenta	3	
рс	HP Color Laserjet PRO M454DW, Ink # 416A Yellow	3	
рс	HP Color Laserjet PRO M454DW, Ink # 416A Blue	3	
pack	Sticker Paper - Matte (A4 size) , 90gsm, 20 sheets per pack	12	
рс	Heavy Duty Stapler	1	
box	Staple wire for Heavy Duty Stapler	10	
	HP Ink 704 - Black	30	
cart	HP Ink 678 - Black	30	
cart	HP Ink 678 - Tri Color	30	
cart	HP Ink 682 - Black	24	
cart	HP Cartridge 76A	3	
cart	in duranage / on	Ŭ	

I hereby certify to comply with	all the above Technical Specifications.	
Name of Company/Bidder	Signature over Printed Name	Date

Lot 2: Health, Sanitation, and Janitorial Supplies

		Quantity	Statement
Unit	Specification		of
			Compliance
[Bidders mi	ist state here either "Comply" or "Not Comply" against each of the individ	lual parameters of e	each Specification

[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.]

roll	Twine straw rope	10	
can	Air Freshener, 320ml, lemon/lavander	25	
can	Air Freshener, Aerosol type, 150g	60	
pack	Bathroom Tissue, 3-ply, 12roll/pack, 600 sheets, branded	5	
pc	Broom, tambo, branded	5	
pc	Dustpan, plastic, heavy duty	6	
pack	Facemask, 3D, 10pcs/pack, butterfly mask non woven, color:white/black/blue/green	900	
can	Furniture Cleaner, aerosol type, 300ml	5	
pack	Garbage bag, 10 pcs/pack, XL, 30 x 37 inches	45	
pack	Garbage bag, 25 pcs/pack, medium, 22 x 24 inches	25	
pack	Garbage bag, 25 pcs/pack, small, 18 x 20 inches	25	
pack	Garbage bag, 100pcs/pack, XXL	10	
pair	Gloves, heavy duty, branded	10	
pack	Interfolded Paper Towel, 150 pulls/pack	525	
pc	Mop Head	45	
bot	Muriatic Acid, 250ml	20	
gal	Muriatic Acid 5L	3	
рс	Scouring pad, 95x150x8mm, heavy duty, branded	25	
рс	Toilet deodorant cake, branded, 100g	50	
рс	Toilet Scent Gel, lavander/lemon, branded, 180g	10	
рс	Window Glass Cleaner Wiper 2 in 1 Adjustable Squeegee Sponge Home Cleaning Tools Multi-function	2	
bottle	ALCOHOL, Ethyl, 70% Solution, 500 mL	200	
bottle	ALCOHOL, Isopropyl, 70% Solution, 150 mL	150	
gal	ALCOHOL, Isopropyl, 5L	6	
box	FACE MASK, 3 ply, 50s/box	500	
	LIQUID HAND SOAP, 500mL, antibacterial, mild scent, pump		
bottle	dispenser	80	
can	Insecticide, solvent-based aerosol, odorless, at least 600ml	94	
bottle	CLEANER, Toilet Bowl and Urinal, 900mL - 1000mL	10	
pouch	DETERGENT POWDER, all purpose, 1kg	45	
piece	CHLORINE POWDER	10	
piece	SPIN MOPHEAD	10	

		Quantity	Statement
Unit	Specification		of
			Compliance
[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification			

[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.]

piece	POLISHER PAD, 8"	5	
bottle	FINE LIQUID POLISH	1	
bot	Bleach, Color Safe, at least 900ml	30	
рс	Mop Handle, Heavy Duty Aluminum, at least 1500mm	6	
рс	Mop Head refill, Heavy duty, Rayon, at least 400g-500g	20	
bot	Ultra Thick Bleach Toilet Cleaner (500ml)	24	
Bot	Multi Purpose Disinfectant Cleaner	24	
Bot	Glass and Multi Surface Cleaner Regular 500ml	24	
bot	Floor Cleaner it Cleans and Shines 500ml(Polisher)	6	
pc	Buffing Pad for 8" Floor Polisher	6	
set	Bidet - set	6	
pc	Bidet Flex Hose	6	

Note: All Health Supplies must be FDA notified/verified.

I hereby certify to comply with all the above Technical Specifications.		
Name of Company/Bidder	Signature over Printed Name	Date

**Lot 3: ICT Accessories Supplies** 

Unit	Specification	Quantity	Statement of Compliance
stating the cobe supported manufactured manufactured subsequently statement eigevaluation,	ust state here either "Comply" or "Not Comply" against each of the indi- corresponding performance parameter of the equipment offered. Statement and by evidence in a Bidders Bid and cross-referenced to that eviden- er's un-amended sales literature, unconditional statements of specifier, samples, independent test data etc., as appropriate. A statement the sy found to be contradicted by the evidence presented will render the Bid ther in the Bidder's statement of compliance or the supporting evidence to post-qualification or the execution of the Contract may be regarded a toble for prosecution subject to the applicable laws and issuances.]	nts of "Comply" or " ce. Evidence shall cation and complian tat is not supported under evaluation liab that is found to be fals	Not Comply" must be in the form of nce issued by the by evidence or is tole for rejection. A e either during Bio
piece	KEYBOARD, Wireless (Branded)	10	
piece	MOUSE, Wireless (Branded)	13	
piece	Mouse, Wired, USB connection (Branded)	10	
piece	MOUSE PAD, 800 X 300 X 4 mm	10	
piece	HEADPHONES, Wired, w/ built-in Microphone, Type: Closed, Dynamic; Driver Unit: 30mm, Dome Type; Sensitivity: 98 dB/mW	6	
box	Network Lan Cable, Grey, 305m/box, CAT 5e, brand new	1	
box	RJ 45	2	
box	Boots Connector Cable	2	
set	Crimping Tool Set	1	
pc	USB Cable, 2.0 Type A	50	
pc	HDMI Cable to mini-HDMI Cable	40	
box	CMOS Battery	10	
		10	
I here	eby certify to comply with all the above Technical Specification	S.	
Name	e of Company/Bidder Signature over Printed Name	Date	

# 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

Cluss A Documents
Legal Documents
$\Box$ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (alphages); <b>or</b>
□ (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
$\square$ (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; <b>and</b> $\square$ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). <i>Technical Documents</i>
(e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>
☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
□ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <b>and</b>
□ (i) Original duly signed Omnibus Sworn Statement (OSS); <b>and</b> 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
$\Box$ (i) The Supplier's audited financial statements, showing, among others,

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

$\Box$ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b> duly notarized statements from
all the potential joint venture partners stating that they will enter into and
abide by the provisions of the JVA in the instance that the bid is successful.
II. FINANCIAL COMPONENT ENVELOPE
□ (m) Original of duly signed and accomplished Financial Bid Form; <b>and</b>
□ (n) Original of duly signed and accomplished Price Schedule(s).
Other documentary requirements under RA No. 9184 (as applicable)
$\square$ (o) [For foreign bidders claiming by reason of their country's extension
of reciprocal rights to Filipinos   Certification from the relevant
government office of their country stating that Filipinos are allowed to
participate in government procurement activities for the same item or
product.
•
$\square$ (p) Certification from the DTI if the Bidder claims preference as a
Domestic Bidder or Domestic Entity.

# **Bidding Forms**

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### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM	

	Date :	
Project Identification No		

To: The PSA RSSO – NCR ROBAC Chairperson
 9th Floor EDSA Grand Residences
 75 Corregidor St. cor. EDSA
 Barangay Ramon Magsaysay, Quezon City 1105

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 Abroad**

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

### For Goods Offered from Abroad

Tor doods ordered from Albroad								
Name	of Bidder			Project	ID No	Page	of	
1	2	3	4	5	6	7	8	9
Item	Description	Country	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:	

# 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	e of Biddeı	-			Project ID No	)	Pageo	f	
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:	

### **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

# <u>contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.</u>

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Name of Supplier]

### **Acknowledgment**

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

### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPU	IBLIC OF THE I	PHILIPPIN	NES)
CITY	/MUNICIPALIT	'Y 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, <u>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:</u>
  - 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.

<b>IN WITNESS WHEREOF</b> , I have hereunto set my hand this day of, 20 at	,
Philippines.	

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

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

### **Bank Guarantee Form for Advance Payment**

To: [name and address of PROCURING ENTITY] [name of Contract] Gentlemen and/or Ladies: In accordance with the payment provision included in the Special Conditions of Contract of the General Conditions of Contract to provide for advance payment. *Iname and address* of Supplier] (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*. We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words]. We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date]. Yours truly, Signature and seal of the Guarantors [name of bank or financial institution] [address]

[date]

### **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILI	PPINES)		
CITY OF	) S.S.		

## BID SECURING DECLARATION Project Identification No.: [Insert number]

To: The PSA RSSO – NCR ROBAC Chairperson
9th Floor EDSA Grand Residences
75 Corregidor St. cor. EDSA
Barangay Ramon Magsaysay, Ouezon City 1105

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;
  - 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]
Doc. No
Page No
Book No
Series of

# Statement of Single Largest Completed Contract (SLCC)

Business Name: Business Address:

Name of Contract/	a. Owner's Name	Nothire of	Bidders Role		<ul> <li>a. Date Awarded</li> </ul>	
Project Cost	<ul><li>b. Address</li><li>c. Telephone Nos.</li></ul>	Work	Description	%	<ul><li>b. Date Started</li><li>c. Date of Completion</li></ul>	Value of Works
Note: The following documents shall statement during Post-Qualification:	documents shall be st-Qualification:	presented for	be presented for verification of the above Total	bove	Total	

Notice of Award OR Notice to Proceed issued by the End user OR its equivalent;

3 2

Copy of actual contract OR its equivalent; and Certificate of Completion OR End-user's Acceptance OR Proof of payment

Submitted by:	: (Printed Name and Signature)
Designation:	

Date:

Statement of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started

Business Name:

Disipose Addrose:	i						ı		
Pusilless Addless	ان								
Nomo of	•	Oumor's Mamo		Bidders Role		<ul> <li>a. Date Awarded</li> </ul>	% of Accomplishment	nplishment	Volue of
Contract/	i c		Nature						Outstanding Works /
Project Cost	i ci		of Work	Description	%	<ul> <li>c. Date of Completion</li> </ul>	Planned	Actual	Undelivered Portion
Government	_								
Private									
							Total Cost		
1									
Submitted by:									
Designation:		(Prir	nted Name	(Printed Name and Signature)					
Date:									

### COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

**NFCC** = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	
Submitted By:	

Submitted By:	
	Name of the Supplier / Distributor / Manufacturer
Signature over	printed name of authorized representative

### **JOINT VENTURE AGREEMENT**

### KNOW ALL MEN BY THESE PRESENTS:

	MENT is entered into By and Between of legal age,, (Civil Status
owner/proprietor of	and a resident o
-;	and –
owner/proprietor of of legal	
THAT both parties agree to be jointly and seve both parties agree to join together their man facilitate the Joint Venture to participate in the here-under stated project/s to be conducted by NCR:  (Name of Project)	npower, equipment, and what is needed to e Eligibility, Bidding and Undertaking of th by the Philippine Statistics Authority- RSSO
That both parties agree thatOfficial Representative of the Joint Venture, an execute and perform any and all acts necessar the bidding as fully and effectively and the Join with full power of substitution and revocation	nd is granted full power and authority to do ry and/or to represent the Joint Venture in nt Venture may do and if personally presen
That this Joint Venture Agreement shall reproject/s until terminated by both parties.	emain in effect only for the above stated
Done this day of, in	·
(Name and Signature of IV Partner)	(Name and Signature of IV Partner)

Republic of the Philippines)	
ACKNOV	VLEDGMENT
BEFORE ME, a Notary Public, personally appeared:	for and in, this
Name ID No.:	Issued by:
photographs and signatures known and ididentity, presented this integrally comple signatures on the instrument were volunt and declaring that they have executed this deed.  This instrument consisting of _ (Acknowledgment is written refers to a Joi all the parties and their witnesses on each	the date and at the place first above written.
	Name of Notary Public Serial No. of Commission Notary Public for Notarial Commission Expires on Roll of Attorneys No PTR No; (date issued); place issued IBP O.R. No (date Issued)
Doc. No; Page No; Book No; Series of	

<sup>\*</sup> Attach signatories' legal capacity to sign.

