

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

FOR THE

**SUPPLY AND DELIVERY OF VARIOUS
OFFICE SUPPLIES, INKS AND TONERS
FOR THE DEPARTMENT OF AGRARIAN
REFORM CENTRAL OFFICE (DARCO)
FOR CY 2023**

Government of the Republic of the Philippines

**DEPARTMENT OF AGRARIAN REFORM CENTRAL
OFFICE (DARCO)**

PUBLIC BIDDING NUMBER: PBD-116-23-01

Sixth Edition

July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	18
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	19
4. Inspection and Tests	19
5. Warranty	20
6. Liability of the Supplier	20
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents.....	33
Section IX. Bidding Forms	36

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



REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF AGRARIAN REFORM

Tunay na Pagbabago sa Repormang Agraryo

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES INKS AND TONERS FOR THE DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO) FOR CY 2023

1. The **Department of Agrarian Reform (DAR)**, through the proposed **General Appropriations Act of 2023** intends to apply the sum of **Philippine Pesos Nine Hundred Six Thousand Five Hundred Thirty-Four and 91 /100 only (PhP 906,534.91)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply And Delivery of Various Office Supplies, Inks and Toners for the Department of Agrarian Reform Central Office (DARCO) for CY 2023/PBD-116-23-01**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

LOT NO.	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP)
1	Various Offices Supplies	Php 302,656.11
2	Inks and Toners	Php 603,878.80

2. The **Department of Agrarian Reform** now invites bids for the above Procurement Project. Delivery of the goods is required **thirty (30) calendar days** upon receipt of Notice to Proceed (NTP). Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 the DAR-BAC Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday between 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 5, 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Philippine Pesos One Thousand Pesos only (PhP 1,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the

presentation of the original copy of the official receipt issued by DAR not later than the date of bid submission.

6. The Department of Agrarian Reform will hold a Pre-Bid Conference on **June 14, 2023 at 10:00 a.m.**, face to face, at the FASPO Conference Room, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 28, 2023 at 9:00 a.m.** 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 conducted face to face on **June 28, 2023 at 10:00 a.m.** at the FASPO Conference Room 2nd Floor, DAR Central Office, Elliptical Road, Diliman, Quezon City Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Agrarian Reform reserves the right to reject any and all bids, declare failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

CHARISSE ATACADOR

Head DAR-BAC Secretariat
Ground Floor, DAR Central Office
Elliptical Road, Diliman, Quezon City
Telephone Numbers: 8928-1011; 09667812052
Email address: darcobac116@gmail.com

12. You may visit the following websites:
For downloading of Bidding Documents: www.dar.gov.ph
www.philgeps.gov.ph

June 2, 2023

AMIHILDA J. SANGCOPAN

Undersecretary for Mindanao Affairs
Chairperson, Bids & Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO)**, wishes to receive Bids for the **Supply and Delivery of Various Office Supplies, Inks and Toners for the DAR Central Office**, with identification number **PBD-116-23-01**.

The Procurement Project (referred to herein as “Project”) is composed of 2 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 in the amount of **Philippine Pesos Nine Hundred Six Thousand Five Hundred Thirty-Four and 91/100 only (PhP 906, 534.91)**.

2.2. The source of funding is:

a. Approved Government Appropriations Act (GAA) of 2023.

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. a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **June 14, 2023 at 10:00 a.m.** through face-to-face as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

contract.

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

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

20. Post-Qualification

- 20.1. Not applicable
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and Delivery of Office Supplies, Inks and Toners b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. 																		
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.																		
12	The price of the Goods shall be quoted DDP at the DAR Central Office, Elliptical Road, Diliman, Quezon City indicated in Section VI. Schedule of Requirements.																		
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than [2% of ABC] if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">ABC (PHP)</th> <th style="text-align: center;">AMOUNT OF BID SECURITY (PHP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">302,656.11</td> <td style="text-align: center;">6,053.12</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">603,878.80</td> <td style="text-align: center;">12,077.58</td> </tr> </tbody> </table> <p style="text-align: center;">or</p> <ul style="list-style-type: none"> b. The amount of not less than [5% of ABC] if bid security is in Surety Bond. <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">ABC (PHP)</th> <th style="text-align: center;">AMOUNT OF BID SECURITY (PHP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">302,656.11</td> <td style="text-align: center;">15,132.81</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">603,878.80</td> <td style="text-align: center;">30,193.94</td> </tr> </tbody> </table>	LOT NO.	ABC (PHP)	AMOUNT OF BID SECURITY (PHP)	1	302,656.11	6,053.12	2	603,878.80	12,077.58	LOT NO.	ABC (PHP)	AMOUNT OF BID SECURITY (PHP)	1	302,656.11	15,132.81	2	603,878.80	30,193.94
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19.1	To resolve cases where an occurrence of a tie among bidders, i.e. two or more of the bidders are determined as the Lowest Calculated Responsive Bid (LCRB), the procuring entity may use “draw-lots” or similar methods of sheer luck or chance as per GPPB Circular 06-2005 “Tie-Breaking Method”																		
19.3	<p>List the grouping of lots by specifying the group title, items, and quantity for every identified lot, and the corresponding ABC for each lot.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Various Offices Supplies</td> <td style="text-align: center;">Php 302,656.11</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Inks and Toners</td> <td style="text-align: center;">Php 603,878.80</td> </tr> </tbody> </table>	LOT NO.	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP)	1	Various Offices Supplies	Php 302,656.11	2	Inks and Toners	Php 603,878.80									
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20.2	<p>The following income and business tax returns shall be required:</p> <ol style="list-style-type: none">1. Latest Income Tax Returns for 2021-2022 for fiscal/calendar year; and2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the months of October 2022-March 2023 <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i>

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.

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's

	<p>risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment shall be made on a monthly basis upon the Supplier’s submission of a statement of account and original copies of sales invoice with monthly consumption report and meter reading report witnessed and verified by the end-user representative as basis for the monthly payment.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Ocular inspections and tests will be done in accordance with Section VII. Technical Specifications.</p>

Section VI. Schedule of Requirements

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

Lot 1: Various Office Supplies

Item Number	Description	Contract Completion Period
1	Various Office Supplies	All items should be delivered Within thirty (30) calendar days from the winning bidder's receipt of the Notice to Proceed

Lot 2: Various Office Supplies

Item Number	Description	Contract Completion Period
1	Various Inks and Toners	All items should be delivered Within thirty (30) calendar days from the winning bidder's receipt of the Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above-cited schedules.

Signature over Printed Name of Authorized Representative

Designation _____

Name of Company _____

Date _____

Section VII. Technical Specifications

Technical Specifications

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

Item No.	Technical Specifications	Total Qty	Unit	Bidder’s Statement of Compliance “Comply/Not Comply”
	<u>LOT 1 - VARIOUS OFFICE SUPPLIES</u>			
1	Air freshener, Aerosol, 280ml/150g min	16	Cans	
2	<p>Certificate Frame A4</p> <p><u>Specifications:</u> Materials: Wooden frame with black finish Size: 8.25x11.75 inches (210mm x 297mm) Orientation: the frame should have a hinged back with a vertical/landscape orientation Cover: The frame should have a clear cover made of glass or acrylic with no scratches or blemished</p>	300	Piece	

3	Disinfectant Spray, Aerosol type,400ml	16	Can	
4	Furniture Cleaner, Aerosol type,300ml min per can	34	Can	
5	Insecticide, 600ml	14	Can	
6	Liquid Hand Sanitizer 500ml	12	Bottle	
7	Liquid Hand Soap, 500ml (any scent)	16	Bottle	
8	Toilet Tissue Paper,2ply 12 rolls/pack	28	Pack	
9	Tissue Interfolded Paper Towel,150pulls/pack	49	Pack	
10	Alcohol, Ethyl 70% with moisturizer	22	Gallon	
11	Alcohol, Ethyl 70% 500ml	15	Bottle	
12	Alcohol, Isophrophyl 500ml	50	Bottle	
13	Alcohol, Isophrophyl 1 gallon	10	Gallon	
14	Face Mask 3ply 50pcs/box	15	Box	
15	Calculator, Scientific <i>Specifications:</i> Basic functions features, Number of function: 417 Number of digits:10+2, Natural textbook display Two-way power: Solar & battery, auto power off, plastic keys, slide on hard case	2	Piece	
16	Table Calendar at least 17x22 inches	5	Piece	
17	Tier Document Tray File Organizer-3layer, plastic, at least 13 x 9.9 x 10.2 inches	5	Piece	
18	Fastener, metal non-sharp edges,50 sets per box	7	Boxes	
19	File Holder desk organizer 2 division color black	10	Piece	
20	Flash Drive 32gb	6	Piece	
21	Battery, AA two (2) pcs per blister pack	42	Packs	
22	Battery size AAA two (2) pcs per blister pack	42	Packs	
23	Staple Wire, standard 26/6 5000 wires galvanize	4	Box	
24	Tape, transparent 24mm	105	Roll	
25	Tape, transparent 48mm	36	Roll	
26	Tape, Masking 24mm 20m	77	Roll	
27	Tape, Masking 48mm 20m	62	Roll	
28	Tape, packaging 48mm 50m	47	Roll	
29	Tape, Double Adhesive 1"	16	Roll	
30	Tape, Double Adhesive 2"	8	Roll	
31	Twine, Plastic 483m thick:0.14m	13	Roll	

32	Clip, Backfold 19mm(12pcs)	44	Box	
33	Clip, Backfold 25mm(12pcs)	42	Box	
34	Clip, Backfold 32mm(12pcs)	27	Box	
35	Clip, Backfold 50mm (12pcs)	13	Box	
36	Correction Tape,8 meters	52	Piece	
37	Marker, Fluorescent 3 colors per set	2	Set	
38	Marker, Permanent, Black, size 5 inch, tip size 2mm	26	Piece	
39	Marker, Permanent, Blue, size 5 inch, tip size 2mm	31	Piece	
40	Marker, Whiteboard, Black, size 5 inch, tip size 2mm	28	Piece	
41	Marker, Whiteboard, Blue, size 5 inch, tip size 2mm	31	Piece	
42	Magazine File Box, Large H9.5 x L15.5 x W5"	40	Piece	
43	PVC Cover A4	6	Pack	
44	PVC Cover Legal	4	Pack	
45	Paper Binding Cover(A4),100pcs	10	Pack	
46	Paper Binding Cover (Legal),100pcs	3	Pack	
47	Paper, Photo A4(glossy),20's	3	Pack	
48	Paper Clip, vinyl/plastic coated,33mm,100pcs	108	Box	
49	Paper Clip, vinyl/plastic coated,50mm,100pcs	102	Box	
50	Pencil lead/graphite with eraser, one (1) dozen per box	3	Box	
51	Pressboard, Folder,100pcs/box	4	Box	
52	Note Pad Stick on 2"x 3",100 sheets per pad	71	Pad	
53	Note Pad Stick on 3"x 4",100 sheets per pad	61	Pad	
54	Note Pad Stick on 3"x 3",100 sheets per pad	151	Pad	
55	Notebook, stenographer 60 leaves (6" x 9")	76	Piece	
56	Special Paper for certificate A4/100 sheets 100-120gsm	15	Ream	
57	Sign Pen, Blue, gel (Ball Point 0.5)	106	Piece	
58	Sign Pen, Black, gel (Ball Point 0.5)	100	Piece	
59	Sign Pen, Red, gel (Ball Point 0.5)	85	Piece	
60	Record Book 500 pages with page number (Blue)	6	Book	
61	Ballpen, Black gel pen 0.5mm	24	Piece	
62	Ballpen, Blue gel pen 0.5mm	24	Piece	
63	Puncher Heavy Duty	1	Piece	

64	Staple Wire, standard	23	Box	
65	Staple Remover, plier type	7	Piece	
66	Tape Dispenser Table top, for 24mm width tape	4	Piece	
67	Bookpaper 80gsm, sub 20, A4 size,500 sheets per ream	31	Ream	
68	Bookpaper 80gsm, sub 20, Legal size,500 sheets per ream	9	Ream	
69	Data File Box, made of chipboard with closed ends, (Red)	12	Piece	
70	Envelope, Expanding Kraft, Legal,100 pcs per box	21	Box	
71	Envelope, Expanding Plastic Clear, Legal	20	Piece	
72	Eraser, plastic/rubber	10	Piece	
73	Folder L-Type, Legal 50pcs/pack-(White)	8	Pack	
74	Folder L-Type, Legal 50pcs/pack-(Clear)	3	Pack	
75	Folder, fancy with slide, Legal,50/bundle any color	2	Bundle	
76	Ink for stamp pad,50ml (Black)	1	Bottle	
77	Index Card, ½ size,100sheets	40	Pack	
78	Air Purifier Filter for Mi Air Purifier 3H <i>Specifications:</i> 360 degrees cylindrical HEPA filter	13	Piece	
79	Specialty Board, Legal size, Blue 100/pack	20	Pack	
80	Specialty Board, Legal Size, Pink 100/pack	20	Pack	

LOT 2 - VARIOUS INKS AND TONERS

	Technical Specifications	Total Qty	Unit	Bidder's Statement of Compliance "Comply/Not Comply"
1	Brother Ink BT-D60 Black	4	Bottle	
2	Brother Ink BT-D5000 Cyan	4	Bottle	
3	Brother Ink BT-D5000 Magenta	4	Bottle	
4	Brother Ink BT-D5000 Yellow	4	Bottle	
5	Continuous printer Ink-Magenta(M003) 65ml	6	Bottle	
6	Continuous printer Ink-Yellow(Y003) 65ml (<i>ink black C003 Compatible with Epson L3250 series</i>)	6	Bottle	
7	Continuous printer Ink-Magenta(M003) 65ml	6	Bottle	
8	Continuous printer Ink-Yellow(Y003) 65ml	6	Bottle	
9	Black, Cyan, Magenta & Yellow (<i>Compatible for EPSON L120</i>)	6	Sets	
10	Epson 003 Ink, Black 65ml	10	Bottle	
11	Epson 003 Ink, Yellow 65ml	10	Bottle	

12	Epson 003 Ink, Magenta 65ml	10	Bottle	
13	Epson 003 Ink, Cyan 65ml	10	Bottle	
14	HP Deskjet Ink-C9351A (HP21)Black	12	Cart	
15	HP Deskjet Ink-C9352A (HP22)Tri-Color	12	Cart	
16	HP GT51 XL Ink Bottle Black	2	Bottle	
17	HP GT52 XL Ink Bottle Cyan	2	Bottle	
18	HP GT52 XL Ink Bottle Yellow	2	Bottle	
19	HP GT52 XL Ink Bottle Magenta	2	Bottle	
20	HP Ink, 704 Colored	30	Cart	
21	HP Ink, 680 Black	84	Cart	
22	HP Ink, 680 Colored	84	Cart	
23	HP Toner Cart, HP CE285A (HP85A) Black	2	Cart	
24	HP Toner Cart HP CB435A (HP35A) Black	2	Cart	
25	HP Toner 107A	4	Pieces	
26	Ink Cart., Canon CL-811 Colored	12	Cart	
27	Ink Cart., Canon PG-810 Black	12	Cart	
28	Ink Cart, HP CN693AA (HP704), Tri-color	24	Cart	
29	Ink Cart, HP F6V26AA (HP680), Tri-color	60	Cart	
30	Ink Cart, HP F6V27AA (HP680), Black	56	Cart	
31	Ink Cart, HP CV27AA (HP 680) Black <i>(For HP Deskjet Ink advantage 2135)</i>	30	Cart	
32	Ink Cart, HP CV26AA(HP680), Tri-color <i>(For HP deskjet Ink Advantage 2135)</i>	30	Cart	
33	Ink Cart Canon Ink 811 Tri-color <i>(Ink Compatible with Canon iP2770)</i>	8	Cart	
34	Ink Cart Canon Ink 810 Black <i>(Ink Compatible with Canon iP2770)</i>	12	Cart	
35	Ink Cart-HP60, Black <i>(Compatible with HP F4480)</i>	8	Cart	
36	Ink Cart-HP60, Tri-color <i>(Compatible with HP F4480)</i>	6	Cart	
37	Ink Cart-HP 680, Tri-color <i>(Compatible with HP 3775)</i>	10	Cart	
38	Ink Cart-HP 680, Black <i>(Compatible with HP 3775)</i>	10	Cart	
39	Ink Cart-HP 678, Tri-color <i>(Compatible with HP 2515 & HP2645)</i>	14	Cart	
40	Ink Cart-HP 678, Black <i>(Compatible with HP 2515 & HP2645)</i>	30	Cart	
41	Ink Cart - HP955XL-Black, Cyan, Magenta & yellow <i>(Compatible with HP Jet Pro 7720)</i>	1	set	
42	Ink Tank, Black, Cyan, Yellow, Magenta <i>(Compatible with HP Smart Tank 500)</i>	3	set	
43	Imaging Drum, HP CF219A (HP19A)	2	cart	

44	Pigment Ink for Epson #008 Black, Cyan, Yellow, Magenta (<i>Compatible with Epson L1300</i>)	8	set	
45	Toner Cart., Brother TN-3320 Black (<i>Compatible with Brother-HL 6180DW</i>)	1	cart	
46	Toner Cart., Brother TN-3478 (<i>Compatible with Brother HL—L5100DN</i>)	5	cart	
47	Toner Cart., HP 12A-Black (<i>Compatible with HP Laserjet Pro M1020</i>)	2	cart	
48	Toner Cart., HP 85A-Black (<i>Compatible with HP Laserjet P1102</i>)	5	cart	
49	Toner Cart, Samsung MLT-D203E Black (Orig) (<i>For Samsung Printer Series Pro Xpress M3820ND</i>)	2	cart	
50	Toner HPCF217A HP17A Black Laser Jet	3	cart	
51	Toner HP Inkjet 19A (CF 219-A)	2	cart	

SUPPLY EXPECTATIONS

All Inks and toners should be original. The Office Supplies, Inks and Toners, should be delivered to DAR within thirty (30) calendar days upon receipt of notice from the GSD.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid *PhilGEPS* Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC); **or**

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

TABLE OF CONTENTS

Annex “A”	Bid Form	37
Annex “A-1”	Price Schedule	40
Annex “B”	Contract Agreement Form	41
Annex “C”	Omnibus Sworn Statement	43
Annex “D”	Bank Guarantee Form	45
Annex “E”	Bid Securing Declaration	46
Annex “F”	Performance Securing Declaration	47
Annex “G”	Statement of Single Largest/Completed Contracts Similar to the Contract to be Bid	48
Annex “H”	Statement of Ongoing Contracts and Awarded but Not yet Started Contracts	49

Bid Form for the Procurement of Goods

[Shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : **PBD-116-23-01**

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. **PBD-116-23-01** Page ____ of ____

For the Supply and Delivery Various Office Supplies Inks and Toners for the Department of Agrarian Reform Central Office

Item Number	Description of Goods and Services	ABC	Bid Price (Inclusive of VAT and other Applicable Taxes)
	Supply and Delivery of Various Office Supplies Inks/Toners for the Department of Agrarian Reform Central Office		
Lot 1	Various Office Supplies	302,656.11	PhP _____
Lot 2	Various Inks and Toners	603,878.80	PhP _____
	Total Bid Price		PhP _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. **PBD-116-23-01** Page ____ of ____

Item No.	Technical Specifications	Total Qty	Unit	Unit Price	Total Unit Price
<u>LOT 1 - VARIOUS OFFICE SUPPLIES</u>					
1	Air freshener, Aerosol, 280ml/150g min	16	Cans		
2	Certificate Frame A4 <u>Specifications:</u> Materials: Wooden frame with black finish Size: 8.25x11.75 inches (210mm x 297mm) Orientation: the frame should have a hinged back with a vertical/landscape orientation Cover: The frame should have a clear cover made of glass or acrylic with no scratches or blemished	300	Piece		
3	Disinfectant Spray, Aerosol type,400ml	16	Can		
4	Furniture Cleaner, Aerosol type,300ml min per can	34	Can		
5	Insecticide, 600ml	14	Can		
6	Liquid Hand Sanitizer 500ml	12	Bottle		
7	Liquid Hand Soap, 500ml (any scent)	16	Bottle		
8	Toilet Tissue Paper,2ply 12 rolls/pack	28	Pack		
9	Tissue Interfolded Paper Towel,150pulls/pack	49	Pack		
10	Alcohol, Ethyl 70% with moisturizer	22	Gallon		
11	Alcohol, Ethyl 70% 500ml	15	Bottle		
12	Alcohol, Isophrophyl 500ml	50	Bottle		
13	Alcohol, Isophrophyl 1 gallon	10	Gallon		
14	Face Mask 3ply 50pcs/box	15	Box		
15	Calculator, Scientific <u>Specifications:</u> Basic functions features, Number of function: 417 Number of digits:10+2, Natural textbook display Two-way power: Solar & battery, auto power off, plastic keys, slide on hard case	2	Piece		
16	Table Calendar at least 17x22 inches	5	Piece		
17	Tier Document Tray File Organizer-3layer, plastic, at least 13 x 9.9 x 10.2 inches	5	Piece		
18	Fastener, metal non-sharp edges,50 sets per box	7	Boxes		
19	File Holder desk organizer 2 division color black	10	Piece		
20	Flash Drive 32gb	6	Piece		
21	Battery, AA two (2) pcs per blister pack	42	Packs		
22	Battery size AAA two (2) pcs per blister pack	42	Packs		
23	Staple Wire, standard 26/6 5000 wires galvanize	4	Box		

24	Tape, transparent 24mm	105	Roll		
25	Tape, transparent 48mm	36	Roll		
26	Tape, Masking 24mm 20m	77	Roll		
27	Tape, Masking 48mm 20m	62	Roll		
28	Tape, packaging 48mm 50m	47	Roll		
29	Tape, Double Adhesive 1"	16	Roll		
30	Tape, Double Adhesive 2"	8	Roll		
31	Twine, Plastic 483m thick:0.14m	13	Roll		
32	Clip, Backfold 19mm(12pcs)	44	Box		
33	Clip, Backfold 25mm(12pcs)	42	Box		
34	Clip, Backfold 32mm(12pcs)	27	Box		
35	Clip, Backfold 50mm (12pcs)	13	Box		
36	Correction Tape,8 meters	52	Piece		
37	Marker, Fluorescent 3 colors per set	2	Set		
38	Marker, Permanent, Black, size 5 inch, tip size 2mm	26	Piece		
39	Marker, Permanent, Blue, size 5 inch, tip size 2mm	31	Piece		
40	Marker, Whiteboard, Black, size 5 inch, tip size 2mm	28	Piece		
41	Marker, Whiteboard, Blue, size 5 inch, tip size 2mm	31	Piece		
42	Magazine File Box, Large H9.5 x L15.5 x W5"	40	Piece		
43	PVC Cover A4	6	Pack		
44	PVC Cover Legal	4	Pack		
45	Paper Binding Cover(A4),100pcs	10	Pack		
46	Paper Binding Cover (Legal),100pcs	3	Pack		
47	Paper, Photo A4(glossy),20's	3	Pack		
48	Paper Clip, vinyl/plastic coated,33mm,100pcs	108	Box		
49	Paper Clip, vinyl/plastic coated,50mm,100pcs	102	Box		
50	Pencil lead/graphite with eraser, one (1) dozen per box	3	Box		
51	Pressboard, Folder,100pcs/box	4	Box		
52	Note Pad Stick on 2"x 3",100 sheets per pad	71	Pad		
53	Note Pad Stick on 3"x 4",100 sheets per pad	61	Pad		
54	Note Pad Stick on 3"x 3",100 sheets per pad	151	Pad		
55	Notebook, stenographer 60 leaves (6" x 9")	76	Piece		
56	Special Paper for certificate A4/100 sheets 100-120gsm	15	Ream		
57	Sign Pen, Blue, gel (Ball Point 0.5)	106	Piece		
58	Sign Pen, Black, gel (Ball Point 0.5)	100	Piece		
59	Sign Pen, Red, gel (Ball Point 0.5)	85	Piece		
60	Record Book 500 pages with page number (Blue)	6	Book		
61	Ballpen, Black gel pen 0.5mm	24	Piece		
62	Ballpen, Blue gel pen 0.5mm	24	Piece		
63	Puncher Heavy Duty	1	Piece		
64	Staple Wire, standard	23	Box		
65	Staple Remover, plier type	7	Piece		
66	Tape Dispenser Table top, for 24mm width tape	4	Piece		

67	Bookpaper 80gsm, sub 20, A4 size,500 sheets per ream	31	Ream		
68	Bookpaper 80gsm, sub 20, Legal size,500 sheets per ream	9	Ream		
69	Data File Box, made of chipboard with closed ends, (Red)	12	Piece		
70	Envelope, Expanding Kraft, Legal,100 pcs per box	21	Box		
71	Envelope, Expanding Plastic Clear, Legal	20	Piece		
72	Eraser, plastic/rubber	10	Piece		
73	Folder L-Type, Legal 50pcs/pack-(White)	8	Pack		
74	Folder L-Type, Legal 50pcs/pack-(Clear)	3	Pack		
75	Folder, fancy with slide, Legal,50/bundle any color	2	Bundle		
76	Ink for stamp pad,50ml (Black)	1	Bottle		
77	Index Card, ½ size,100sheets	40	Pack		
78	Air Purifier Filter for Mi Air Purifier 3H <u>Specifications:</u> 360 degrees cylindrical HEPA filter	13	Piece		
79	Specialty Board, Legal size, Blue 100/pack	20	Pack		
80	Specialty Board, Legal Size, Pink 100/pack	20	Pack		
TOTAL BID PRICE (PhP)					

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. **PBD-116-23-01** Page _____ of _____

Item No.	Technical Specifications	Total Qty	Unit	Unit Price	Total Unit Price
LOT 2 - VARIOUS INKS AND TONERS					
1	Brother Ink BT-D60 Black	4	Bottle		
2	Brother Ink BT-D5000 Cyan	4	Bottle		
3	Brother Ink BT-D5000 Magenta	4	Bottle		
4	Brother Ink BT-D5000 Yellow	4	Bottle		
5	Continuous printer Ink-Magenta(M003) 65ml	6	Bottle		
6	Continuous printer Ink-Yellow(Y003) 65ml (ink black C003 Compatible with Epson L3250 series)	6	Bottle		
7	Continuous printer Ink-Magenta(M003) 65ml	6	Bottle		
8	Continuous printer Ink-Yellow(Y003) 65ml	6	Bottle		
9	Black,Cyan,Magenta & Yellow (Compatible for EPSON L120)	6	Sets		
10	Epson 003 Ink, Black 65ml	10	Bottle		
11	Epson 003 Ink, Yellow 65ml	10	Bottle		
12	Epson 003 Ink, Magenta 65ml	10	Bottle		
13	Epson 003 Ink, Cyan 65ml	10	Bottle		
14	HP Deskjet Ink-C9351A (HP21)Black	12	Cart		
15	HP Deskjet Ink-C9352A (HP22)Tri-Color	12	Cart		
16	HP GT51 XL Ink Bottle Black	2	Bottle		
17	HP GT52 XL Ink Bottle Cyan	2	Bottle		
18	HP GT52 XL Ink Bottle Yellow	2	Bottle		
19	HP GT52 XL Ink Bottle Magenta	2	Bottle		
20	HP Ink, 704 Colored	30	Cart		
21	HP Ink, 680 Black	84	Cart		
22	HP Ink, 680 Colored	84	Cart		
23	HP Toner Cart, HP CE285A (HP85A) Black	2	Cart		
24	HP Toner Cart HP CB435A (HP35A) Black	2	Cart		
25	HP Toner 107A	4	Pieces		
26	Ink Cart., Canon CL-811 Colored	12	Cart		
27	Ink Cart., Canon PG-810 Black	12	Cart		
28	Ink Cart, HP CN693AA (HP704), Tri-color	24	Cart		
29	Ink Cart, HP F6V26AA (HP680), Tri-color	60	Cart		
30	Ink Cart, HP F6V27AA (HP680), Black	56	Cart		
31	Ink Cart, HP CV27AA (HP 680) Black (For HP Deskjet Ink advantage 2135)	30	Cart		
32	Ink Cart, HP CV26AA(HP680), Tri-color (For HP deskjet Ink Advantage 2135)	30	Cart		
33	Ink Cart Canon Ink 811 Tri-color	8	Cart		

	<i>(Ink Compatible with Canon iP2770)</i>				
34	Ink Cart Canon Ink 810 Black <i>(Ink Compatible with Canon iP2770)</i>	12	Cart		
35	Ink Cart-HP60, Black <i>(Compatible with HP F4480)</i>	8	Cart		
36	Ink Cart-HP60, Tri-color <i>(Compatible with HP F4480)</i>	6	Cart		
37	Ink Cart-HP 680, Tri-color <i>(Compatible with HP 3775)</i>	10	Cart		
38	Ink Cart-HP 680, Black <i>(Compatible with HP 3775)</i>	10	Cart		
39	Ink Cart-HP 678, Tri-color <i>(Compatible with HP 2515 & HP2645)</i>	14	Cart		
40	Ink Cart-HP 678, Black <i>(Compatible with HP 2515 & HP2645)</i>	30	Cart		
41	Ink Cart - HP955XL-Black, Cyan, Magenta & yellow <i>(Compatible with HP Jet Pro 7720)</i>	1	set		
42	Ink Tank, Black, Cyan, Yellow, Magenta <i>(Compatible with HP Smart Tank 500)</i>	3	set		
43	Imaging Drum, HP CF219A (HP19A)	2	cart		
44	Pigment Ink for Epson #008 Black, Cyan, Yellow, Magenta <i>(Compatible with Epson L1300)</i>	8	set		
45	Toner Cart., Brother TN-3320 Black <i>(Compatible with Brother-HL 6180DW)</i>	1	cart		
46	Toner Cart., Brother TN-3478 <i>(Compatible with Brother HL—L5100DN)</i>	5	cart		
47	Toner Cart., HP 12A-Black <i>(Compatible with HP Laserjet Pro M1020)</i>	2	cart		
48	Toner Cart., HP 85A-Black <i>(Compatible with HP Laserjet P1102)</i>	5	cart		
49	Toner Cart, Samsung MLT-D203E Black (Orig) <i>(For Samsung Printer Series Pro Xpress M3820ND)</i>	2	cart		
50	Toner HPCF217A HP17A Black Laser Jet	3	cart		
51	Toner HP Inkjet 19A (CF 219-A)	2	cart		

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 contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)*[Shall be submitted with the Bid]*

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name 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 PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: PBD-116-23-01**

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Statement of Single Largest / Completed Contracts Similar to the Contract to be Bid

This is to certify that _____ (Company) _____ has the following completed contract/s for the period CY2018-2023

Date of the Contract	Contracting Party	Name of Contract	Nature/Scope	Amount of Contract	Date Awarded	Date Completed

**Name and Signature of
 Authorized Representative**

Date

Instructions:

a) Cut-off date as of:

(i) Up to the day before the deadline of submission of bids.

i. a) In the column under “Dates”, indicate the dates of Delivery/End-user’s Acceptance and Official Receipt.

ii. b) “Name of Contract”. Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”

b) To be supported with a copy of the Contract/ Purchase Order, and Certificate of Compliance/Acceptance or Official Receipt (OR) as payment for the completed contract.

Statement of: (i) Ongoing Contracts; and (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (Company) _____ has the following ongoing and awarded but not yet started contracts.

Date of the Contract	Contracting Party	Name of Contract	Nature and Scope	Amount of Contract	Date Awarded	Value of Outstanding Contracts

Name and Signature of Authorized Representative

Date

***Instructions:**

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:

(i) The day before the deadline of submission of bids.

i. a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

ii. b) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

b) **“Name of Contract”.** Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. *Example: “Supply and Delivery of Generator Set”*

c) **To be supported with a copy of the Contract/s and Notice to Proceed.**

