

# **PHILIPPINE BIDDING DOCUMENTS**

for

## **24GMD0040**

**Supply/Delivery of Consolidated Office and Janitorial  
Supplies (3rd Quarter of 2024)**

Department of Public Works and Highways

Cotabato 1<sup>st</sup>

District Engineering Office

Region XII

Villarica, Midsayap, Cotabato

**July 2024**

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>2</b>
<b>Section I. Invitation to Bid .....</b>	<b>5</b>
<b>Section II. Instructions to Bidders .....</b>	<b>6</b>
1. Scope of Bid.....	8
2. Funding Information .....	8
3. Bidding Requirements.....	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	9
5. Eligible Bidders.....	9
6. Origin of Goods .....	10
7. Subcontracts .....	11
8. Pre-Bid Conference.....	11
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents comprising the Bid: Eligibility and Technical Components.....	12
11. Documents comprising the Bid: Financial Component .....	12
12. Bid Prices .....	13
13. Bid and Payment Currencies .....	14
14. Bid Security.....	14
15. Sealing and Marking of Bids .....	14
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post-Qualification .....	17
21. Signing of the Contract .....	17
<b>Section III. Bid Data Sheet.....</b>	<b>19</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>27</b>
1. Scope of Contract.....	27
2. Advance Payment and Terms of Payment .....	27
3. Performance Security.....	27
4. Inspection and Tests.....	28
5. Warranty.....	28
6. Liability of the Supplier .....	28
<b>Section V. Special Conditions of Contract .....</b>	<b>29</b>
<b>Section VI. Schedule of Requirements.....</b>	<b>32</b>
<b>Section VII. Technical Specifications.....</b>	<b>Error! Bookmark not defined.</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>34</b>

# ***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 PUBLIC WORKS AND HIGHWAYS  
**COTABATO 1<sup>st</sup>**  
**DISTRICT ENGINEERING OFFICE**  
REGIONAL OFFICE XII  
Villarica, Midsayap, Cotabato

**Invitation to Bid for**

**24GMD0040 – Supply/Delivery of Consolidated Office and Janitorial Supplies  
(3rd Quarter of 2024)**

The DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS– **COTABATO 1<sup>ST</sup> DISTRICT ENGINEERING OFFICE**, through the **EAO 2024** intends to apply the sum of **Php1,279,494.75** being the Approved Budget for the Contract (ABC) to payment under the contract for **24GMD0040 - Supply/Delivery of Consolidated Office and Janitorial Supplies (3rd Quarter of 2024)**. Bids in excess of the ABC shall be automatically rejected at bid opening.

1. The DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS–**COTABATO 1<sup>ST</sup> DISTRICT ENGINEERING OFFICE** now invites bids for the above Procurement Project. Completion of the Works is required **Fifteen (15)** calendar days. Bidders should have completed contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
2. Bidding will be conducted through open competitive bidding procedures using 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.

3. Interested bidders may obtain further information from DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS–**COTABATO 1<sup>ST</sup> DISTRICT ENGINEERING OFFICE** and inspect the Bidding Documents at the address given below from **8am to 5pm**.
4. A complete set of Bidding Documents may be acquired by interested bidders on **June 25, 2024 to July 16, 2024** from 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 **Five Thousand Pesos (Php5,000.00)**. The Procuring entity shall allow the bidder to present its proof of payment for the fees presented in person.
5. The DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS- **COTABATO 1<sup>ST</sup> DISTRICT ENGINEERING OFFICE** will hold a Pre-bid Conference on **July 4, 2024** at DPWH Cotabato 1<sup>st</sup> DEO Conference Room, Villarica, Midsayap, Cotabato through videoconferencing/webcasting via zoom, which shall be opened to prospective bidders.

6. Bids must be duly received by the BAC Secretariat at the address below on or before **July 16, 2024 @ 10:00 A.M., (Procurement Unit Clock)**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
8. Bid opening shall be on **July 16, 2024** immediately after the deadline of submission of bids at the given address below and/or through videoconferencing via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS–**COTABATO 1<sup>ST</sup> DISTRICT ENGINEERING OFFICE** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. Bid Documents shall be printed in A4 size bond paper.
11. For further information, please refer to:

*ANA MARIA B. RESMENIA  
Head, Procurement Staff  
DPWH Villarica, Midsayap, Cotabato  
Tel. No. (064) 5770389*

12. You may visit the following websites:

For downloading of Bidding Documents: [www.dpwh.gov.ph](http://www.dpwh.gov.ph)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

*Date of Issue: June 18, 2024*

  
**EVELYN L. DILANGALEN**  
Engineer III  
BAC Chairperson



## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, **Department of Public Works and Highways – Cotabato 1st District Engineering Office, Villarica, Midsayap, Cotabato** wishes to receive Bids for the **Supply/Delivery of Consolidated Office and Janitorial Supplies (3rd Quarter of 2024)** under a Framework Agreement}, with identification number **24GMD0040**.

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

The Procurement Project (referred to herein as “Project”) is composed of *[indicate number of lots or items]*, 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 **2024** in the amount of **Php1,279,494.75**.

2.2. The source of funding is:

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

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

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

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

### **3. Bidding Requirements**

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

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

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

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

### **5. Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

- iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

*[Select one, delete the other/s]*

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies]* of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

*[Select one, delete other/s]*

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
  - b. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **July 4, 2024 10:00 AM at DPWH 1<sup>st</sup> DEO Conference Room** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

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

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

## 11. Documents comprising the Bid: Financial Component

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

deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling

and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### 15. Sealing and Marking of Bids

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

---

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

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

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

## **16. Deadline for Submission of Bids**

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

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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



- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 19. Detailed Evaluation and Comparison of Bids

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

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

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

Option 1 – 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

20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid,  
*{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,*}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.*}*

## 21. Signing of the Contract

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

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

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

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the

procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## *Section III. Bid Data Sheet*

### **Bid Data Sheet**

ITB Clause																																																																			
1	<p>The Department of Public Works and Highways – Cotabato 1<sup>st</sup> District Engineering Office wishes to receive Bids for the <b>Supply/Delivery of Consolidated Office and Janitorial Supplies (3rd Quarter of 2024)</b> with identification number <b>24GMD0040</b>.</p> <p>The Procurement Project is composed of two (1) lot, the details of which are described in Section VI (Schedule of Requirements) and Section VII (Technical Specifications).</p> <table><tr><th>Lot No.</th><th>Item Description</th><th>ABC</th></tr><tr><td>1</td><td>Book Paper A4</td><td>150,000.00</td></tr><tr><td>2</td><td>Book Paper legal</td><td>16,250.00</td></tr><tr><td>3</td><td>Record Book 200pages</td><td>3,600.00</td></tr><tr><td>4</td><td>Record Book 300pages</td><td>2,664.00</td></tr><tr><td>5</td><td>Engineers Field Book</td><td>1,800.00</td></tr><tr><td>6</td><td>Record Book 500pages</td><td>3,145.00</td></tr><tr><td>7</td><td>Leave Card A4</td><td>3,800.00</td></tr><tr><td>8</td><td>Self Adhesive Index Tabs</td><td>414.00</td></tr><tr><td>9</td><td>Arch binder with DPWH (A4)</td><td>12,600.00</td></tr><tr><td>10</td><td>Arch binder with DPWH (LEGAL)</td><td>11,000.00</td></tr><tr><td>11</td><td>Ballpen G-2 0.5mm black</td><td>8,400.00</td></tr><tr><td>12</td><td>Construction paper long (Green)</td><td>3,400.00</td></tr><tr><td>13</td><td>Construction paper long (Assorted Color)</td><td>680.00</td></tr><tr><td>14</td><td>Construction paper short (Assorted Color)</td><td>340.00</td></tr><tr><td>15</td><td>Paper fastener Metal (long)</td><td>780.00</td></tr><tr><td>16</td><td>Paper Fastener plastic long (50pcs/box)</td><td>380.00</td></tr><tr><td>17</td><td>Paper Fastener plastic (Short)</td><td>1,885.00</td></tr><tr><td>18</td><td>A2, 420mm x 594mm Mylar</td><td>23,620.00</td></tr><tr><td>19</td><td>A2 Tracing paper</td><td>23,620.00</td></tr><tr><td>20</td><td>Paper Clip big</td><td>480.00</td></tr><tr><td>21</td><td>Photo paper A4 glossy</td><td>5,130.00</td></tr></table>	Lot No.	Item Description	ABC	1	Book Paper A4	150,000.00	2	Book Paper legal	16,250.00	3	Record Book 200pages	3,600.00	4	Record Book 300pages	2,664.00	5	Engineers Field Book	1,800.00	6	Record Book 500pages	3,145.00	7	Leave Card A4	3,800.00	8	Self Adhesive Index Tabs	414.00	9	Arch binder with DPWH (A4)	12,600.00	10	Arch binder with DPWH (LEGAL)	11,000.00	11	Ballpen G-2 0.5mm black	8,400.00	12	Construction paper long (Green)	3,400.00	13	Construction paper long (Assorted Color)	680.00	14	Construction paper short (Assorted Color)	340.00	15	Paper fastener Metal (long)	780.00	16	Paper Fastener plastic long (50pcs/box)	380.00	17	Paper Fastener plastic (Short)	1,885.00	18	A2, 420mm x 594mm Mylar	23,620.00	19	A2 Tracing paper	23,620.00	20	Paper Clip big	480.00	21	Photo paper A4 glossy	5,130.00
Lot No.	Item Description	ABC																																																																	
1	Book Paper A4	150,000.00																																																																	
2	Book Paper legal	16,250.00																																																																	
3	Record Book 200pages	3,600.00																																																																	
4	Record Book 300pages	2,664.00																																																																	
5	Engineers Field Book	1,800.00																																																																	
6	Record Book 500pages	3,145.00																																																																	
7	Leave Card A4	3,800.00																																																																	
8	Self Adhesive Index Tabs	414.00																																																																	
9	Arch binder with DPWH (A4)	12,600.00																																																																	
10	Arch binder with DPWH (LEGAL)	11,000.00																																																																	
11	Ballpen G-2 0.5mm black	8,400.00																																																																	
12	Construction paper long (Green)	3,400.00																																																																	
13	Construction paper long (Assorted Color)	680.00																																																																	
14	Construction paper short (Assorted Color)	340.00																																																																	
15	Paper fastener Metal (long)	780.00																																																																	
16	Paper Fastener plastic long (50pcs/box)	380.00																																																																	
17	Paper Fastener plastic (Short)	1,885.00																																																																	
18	A2, 420mm x 594mm Mylar	23,620.00																																																																	
19	A2 Tracing paper	23,620.00																																																																	
20	Paper Clip big	480.00																																																																	
21	Photo paper A4 glossy	5,130.00																																																																	

22	Clear Sheet Protector A4	2,430.00
23	Dater	269.00
24	Stamp Pad (Green)	150.00
25	Stamp Pad (Blue)	840.00
26	Stamp pad Ink (Blue)	486.00
27	Glue	222.00
28	Glue all purpose (130grams)	600.00
29	Scissor	230.00
30	Double sided tape 1"	1,550.00
31	Double sided tape 1/2"	162.00
32	Ear tag	1,482.00
33	Fluorescent color sticky notes 4.55cm-1.2cm	1,368.00
34	Sticky Notes, 3x5	608.00
35	Sticky Notes, 3x3	1,302.00
36	Sticky on Notes (Sign Here)	385.00
37	Sticky Notes assorted (big)	750.00
38	Sticky Notes assorted (small)	868.00
39	Sticker Paper White (LEGAL)	550.00
40	Sticker Paper Assorted Colors (Long)	1,100.00
41	Film Carbon (BLUE) 100pcs per pack	1,215.00
42	Colored pencil 8 colors	2,400.00
43	Marker, Stabilo (ASSORTED)	1,440.00
44	Marker, whiteboard (BLACK)	2,210.00
45	Pentel Pen broad	510.00
46	Pentel Pen fine	3,655.00
47	Scotch tape 1"	1,215.00
48	PVC bookbinding cover- clear, short	1,150.00
49	Corrugated box, big, APS	7,900.00
50	Folder long brown	3,700.00
51	Folder short brown	200.00
52	Mailing Envelope (Plain White)	450.00
53	Thick brown envelope (long)	1,500.00

54	Thick brown envelope (short)	1,250.00
55	Envelope brown A4	47.50
56	Envelope brown long	2,645.00
57	Envelope expanded brown (long)	6,300.00
58	Envelope expanded purple (long)	600.00
59	Envelope expanded green (long)	600.00
60	Envelope expanded brown (short)	1,300.00
61	Expanded Folder (legal)	912.00
62	Expanding folder long (Green)	1,900.00
63	Binder clip 0.5"	650.00
64	Binder clip 1"	2,990.00
65	Binder clip 1.6"	216.00
66	Binder clip 2"	2,310.00
67	Correction tape	6,000.00
68	Pencil 2	2,210.00
69	Mechanical Pencil (0.5)	230.00
70	Refill Mechanical Pencil	128.00
71	Heavy duty puncher	756.00
72	Heavy Duty Stapler	1,750.00
73	Stapler with remover (BIG)	1,080.00
74	Staple wire remover	360.00
75	Staple wire #35	3,150.00
76	Push pins	1,220.00
77	Sign pen my gel blue 0.5	1,645.00
78	sign pen black (0.5)	420.00
79	Sign pen blue (0.7)	2,040.00
80	Tabbing letters A-Z	1,687.50
81	battery rechargeable AA 800 MAH 4 pcs./pack	5,640.00
82	battery rechargeable AAA 2300 MAH 4 pcs./pack	13,140.00
83	Battery Double AA (energizer)	790.00
84	Battery Double AAA (energizer)	725.00

85	Mouse pad	150.00
86	Flash drive 4 GB	7,500.00
87	Flash drive 32 GB	1,015.00
88	Flash drive 64GB	16,390.00
89	SSD hard drive 500 GB	12,050.00
90	External Hard Drive 1TB	22,400.00
91	Flash drive USB/OTG 64GB (MICRO)	6,796.00
92	Flash drive USB/OTG 64GB (IPHONE)	5,097.00
93	Flash drive USB/OTG 64GB (Type C)	3,398.00
94	HP Ink 680 black	44,000.00
95	HP Ink 680 tri-colored	8,800.00
96	Refill Ink Epson L1455 (BLACK)	1,730.00
97	Refill Ink Epson L1455 (MAGENTA)	1,730.00
98	Refill Ink Epson L1455 (CYAN)	1,730.00
99	Refill Ink Epson L1455 (YELLOW)	1,730.00
100	Refill Ink Epson L6170 (BLACK)	2,900.00
101	Refill Ink Epson L6170 (MAGENTA)	1,160.00
102	Refill Ink Epson L6170 (CYAN)	1,160.00
103	Refill Ink Epson L6170 (YELLOW)	1,160.00
104	Epson Ink pack (BLACK) C5790	8,700.00
105	Epson Ink pack (Cyan) C5790	9,600.00
106	Epson Ink pack (Yellow) C5790	9,600.00
107	Epson Ink pack (Magenta) C5790	9,600.00
108	EPSON INK 003 black	16,625.00
109	EPSON INK 003 Cyan	5,225.00
110	EPSON INK 003 Magenta	9,975.00
111	EPSON INK 003 Blue	4,750.00
112	EPSON INK 003 Yellow	9,975.00
113	EPSON INK black 644	9,500.00
114	EPSON INK Magenta 664	4,750.00
115	EPSON INK Blue 664	4,750.00

	116	EPSON INK Yellow 664	4,750.00
	117	Brother Ink black D60BK	2,676.00
	118	Brother Ink black BT6000 BK	2,680.00
	119	Brother Ink Magenta BT5000	1,340.00
	120	Brother Ink Blue BT5000	1,340.00
	121	Brother Ink Yellow BT5000	1,340.00
	122	OPT-TN2480 TONER INK	115,000.00
	123	Toner Brother 2380	49,700.00
	124	Toner Cartridge 83A	25,000.00
	125	Laser Toner Cartridge 85A	60,000.00
	126	Brother Toner	10,000.00
	127	OPT TN-3448 Tonner (Paperziel 8000 at 5% coverage)	56,000.00
	128	Epson Ink 001 for L-4160 eco tank 127ml (black)	2,835.00
	129	Epson Ink L-4160 eco tank (yellow)	950.00
	130	Epson Ink L-4160 eco tank (magenta)	950.00
	131	Epson Ink L-4160 eco tank (cyan)	950.00
	132	Epson L5290 (Black)	1,950.00
	133	Epson L5290 (Magenta)	1,950.00
	134	Epson L5290 (Cyan)	1,950.00
	135	Epson L5290 (Yellow)	1,950.00
	136	Epson Cartridge SC-T5430M (yellow)	6,265.00
	137	Epson Cartridge SC-T5430M (magenta)	6,265.00
	138	Epson Cartridge SC-T5430M (cyan)	6,265.00
	139	Epson Cartridge SC-T5430 (black)	6,265.00
	140	Maintenance Box (Epson) SC- T3400/5400	3,618.00
	141	Alcohol Ethyl 70% (gal.)	8,500.00
	142	Alcohol Ethyl 70% 500ml	6,110.00
	143	Toilet tissue paper 2ply 12 pcs/pack	14,025.00
	144	Tissue interfold hand towel 1 ply 175 folds	3,655.00



145	Tissue interfold hand towel 2 ply 150 folds	4,536.00
146	Liquid Sosa	644.00
147	Liquid hand soap, 500ml cranberry	5,060.00
148	Cleaner toilet 1,000ml	17,220.00
149	Detergent powder all purpose 1kg	6,900.00
150	Air freshener 320ml (lavender scent)	12,375.00
151	Air freshener 320ml (Fresh lemon scent)	2,970.00
152	Air freshener (Automatic spray)320ml	385.00
153	Air freshener (Automatic refill)	525.00
154	Dishwashing liquid 250ml	2,080.00
155	Dishwashing liquid 500ml	4,410.00
156	Dishwashing paste 400 grms	1,500.00
157	Dishwashing paste 500ml	3,808.00
158	Dishwashing Sponge	1,100.00
159	Disinfectant spray 340 grms	15,888.00
160	Disinfectant spray 250 ml	2,150.00
161	Multi insect killer 500 ml	11,319.00
162	Multi insect killer 600 ml	2,695.00
163	Fabric Conditioner	585.00
164	Glass Cleaner	1,225.00
165	Zonrox	370.00
166	Muriatic Acid (gal.)	946.00
167	Muriatic Acid (L)	405.00
168	Toilet deodorant cake floral scent	3,120.00
169	Toilet deodorant cake	650.00
170	Toilet suction pump	280.00
171	Tornado map	1,218.00
172	Doormat	1,870.00
173	Broom Stick (tingting)	360.00
174	Soft broom (tambo)	2,660.00

	175	Soap Powder 1kg/pack	900.00
	176	Towel	240.00
	177	Feather duster	140.00
	178	Pot Holder	100.00
	179	Chopping board wooden type	610.00
	180	Cup & saucer set	1,950.00
	181	Pitcher Glass	350.00
	182	Fork 12 pcs/pack	490.00
	183	Spoon 12 pcs/pack	490.00
	184	Teaspoon	700.00
	185	Bowl small	480.00
	186	Dish rack	2,800.00
	187	Plates	1,140.00
	188	Bowl big	616.00
	189	Water Jug	980.00
	190	Machete Knife	1,944.00
	191	Wall Clock (Heavy Duty)	499.00
	192	LED bulb (18watts)	891.00
	193	Electric Paper Shredder	2,500.00
	194	Rice Cooker 10cups	3,640.00
	195	Electric Kettle	5,600.00
	196	Electric Thermos	3,000.00
	197	Electric Airpot 3.8L	3,200.00
	198	Umbrella big (black)	951.00
	199	Rain Coat	15,120.00
	200	Umbrella nails	4,050.00
	201	Electric Stove (2burner)	2,500.00
	202	Cement	4,758.75
	203	Steel Bars, 10mm	5,460.00
	204	Pylux	5,874.00
	205	Sand and Gravel	5,265.00
	206	Chair, High Back Office (executive chair)	59,800.00
	207	Table Top Glass (L 182cm x W 78 cm)	3,400.00

2.1	The GOP through the source of funding as indicated below for <b>EOA 2024</b> in the amount of <b>PhP1,279,494.75</b>
2.2	The source of funding is: NGA, the General Appropriations Act FY 2024
5.3	<p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty percent (20%) of the ABC.</p> <p>For this purpose, contracts similar to the Project shall be:</p> <p><b>Office and Janitorial Supplies</b></p> <p>a. completed within <i>ten (10) years</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
8	The Department of Public Works and Highways – Cotabato 1 <sup>st</sup> District Engineering Office will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through webcasting} as indicated in paragraph 6 of the <b>IB</b> .
12.1(b)ii	No incidental services are required.
13	Payment of the contract price shall be made in: Philippine Pesos
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> <p>a. The amount of not less than <b><i>two percent (2%) of ABC</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b><i>five percent (5%) of ABC</i></b> if bid security is in Surety Bond.</p>
15	Each Bidder shall submit <i>one (1)</i> original and <i>two (2)</i> copies of the first and second components of its bid.
19.2	Bidders may submit a proposal on any or all lots.
19.4	The Project shall be awarded as One project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
20.2	No additional requirement.
21.2	No additional requirement.

## Section IV. General Conditions of Contract

### 1. Scope of Contract

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

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

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

### 2. Advance Payment and Terms of Payment

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

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

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

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

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

### 3. Performance Security

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

Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement./

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **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 *at DPWH Cotabato 1st District Engineering Office Region XII, Villarica, Midsayap, Cotabato*. 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 *DPWH Cotabato 1st District Engineering Office Regional XII, Villarica, Midsayap, Cotabato*

#### **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:

- 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.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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 one (1) year.

Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) 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 risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

### **Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	Payment shall be made only after inspection and acceptance of the Goods.
4	Refer to Section VII: Technical Specifications.
5	A warranty security shall be required from the contract awardee for a minimum of one (1) year, after the acceptance of the Delivered Supplies.

### **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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
<b>Lot 1:</b>				
1	Book Paper A4	500	150,000.00	15 CD
2	Book Paper legal	50	16,250.00	15 CD
3	Record Book 200pages	40	3,600.00	15 CD
4	Record Book 300pages	18	2,664.00	15 CD
5	Engineers Field Book	15	1,800.00	15 CD
6	Record Book 500pages	17	3,145.00	15 CD
7	Leave Card A4	40	3,800.00	15 CD
8	Self Adhesive Index Tabs	6	414.00	15 CD
9	Arch binder with DPWH(A4)	30	12,600.00	15 CD
10	Arch binder with DPWH (LEGAL)	25	11,000.00	15 CD

11	Ballpen G-2 0.5mm black	24	8,400.00	15 CD
12	Construction paper long (Green)	10	3,400.00	15 CD
13	Construction paper long (Assorted Color)	2	680.00	15 CD
14	Construction paper short (Assorted Color)	1	340.00	15 CD
15	Paper fastener Metal (long)	6	780.00	15 CD
16	Paper Fastener plastic long (50pcs/box)	2	380.00	15 CD
17	Paper Fastener plastic (Short)	29	1,885.00	15 CD
18	A2, 420mm x 594mm Mylar	5	23,620.00	15 CD
19	A2 Tracing paper	5	23,620.00	15 CD
20	Paper Clip big	12	480.00	15 CD
21	Photo paper A4 glossy	57	5,130.00	15 CD
22	Clear Sheet Protector A4	15	2,430.00	15 CD
23	Dater	1	269.00	15 CD
24	Stamp Pad (Green)	1	150.00	15 CD
25	Stamp Pad (Blue)	12	840.00	15 CD
26	Stamp pad Ink (Blue)	6	486.00	15 CD
27	Glue	3	222.00	15 CD
28	Glue all purpose (130grams)	8	600.00	15 CD
29	Scissor	2	230.00	15 CD
30	Double sided tape 1"	31	1,550.00	15 CD
31	Double sided tape 1/2"	6	162.00	15 CD
32	Ear tag	19	1,482.00	15 CD
33	Fluorescent color sticky notes 4.55cm-1.2cm	18	1,368.00	15 CD
34	Sticky Notes, 3x5	8	608.00	15 CD
35	Sticky Notes, 3x3	21	1,302.00	15 CD
36	Sticky on Notes (Sign Here)	5	385.00	15 CD
37	Sticky Notes assorted (big)	10	750.00	15 CD
38	Sticky Notes assorted (small)	14	868.00	15 CD
39	Sticker Paper White (LEGAL)	10	550.00	15 CD
40	Sticker Paper Assorted Colors (Long)	20	1,100.00	15 CD

41	Film Carbon (BLUE) 100pcs per pack	1	1,215.00	15 CD
42	Colored pencil 8 colors	15	2,400.00	15 CD
43	Marker, Stabilo (Assorted)	24	1,440.00	15 CD
44	Marker, whiteboard (BLACK)	26	2,210.00	15 CD
45	Pentel Pen broad	6	510.00	15 CD
46	Pentel Pen fine	43	3,655.00	15 CD
47	Scotch tape 1"	27	1,215.00	15 CD
48	PVC bookbinding cover-clear, short	1	1,150.00	15 CD
49	Corrugated box, big, APS	50	7,900.00	15 CD
50	Folder long brown	370	3,700.00	15 CD
51	Folder short brown	20	200.00	15 CD
52	Mailing Envelope (Plain White)	1	450.00	15 CD
53	Thick brown envelope (long)	50	1,500.00	15 CD
54	Thick brown envelope (short)	50	1,250.00	15 CD
55	Envelope brown A4	10	47.50	15 CD
56	Envelope brown long	460	2,645.00	15 CD
57	Envelope expanded brown (long)	210	6,300.00	15 CD
58	Envelope expanded purple (long)	20	600.00	15 CD
59	Envelope expanded green (long)	20	600.00	15 CD
60	Envelope expanded brown (short)	50	1,300.00	15 CD
61	Expanded Folder (legal)	24	912.00	15 CD
62	Expanding folder long (Green)	50	1,900.00	15 CD
63	Binder clip 0.5"	10	650.00	15 CD
64	Binder clip 1"	46	2,990.00	15 CD
65	Binder clip 1.6"	2	216.00	15 CD
66	Binder clip 2"	14	2,310.00	15 CD
67	Correction tape	125	6,000.00	15 CD
68	Pencil 2	17	2,210.00	15 CD
69	Mechanical Pencil (0.5)	2	230.00	15 CD

70	Refill Mechanical Pencil	2	128.00	15 CD
71	Heavy duty puncher	2	756.00	15 CD
72	Heavy Duty Stapler	5	1,750.00	15 CD
73	Stapler with remover (BIG)	3	1,080.00	15 CD
74	Staple wire remover	4	360.00	15 CD
75	Staple wire #35	30	3,150.00	15 CD
76	Push pins	20	1,220.00	15 CD
77	Sign pen my gel blue 0.5	47	1,645.00	15 CD
78	sign pen black (0.5)	12	420.00	15 CD
79	Sign pen blue (0.7)	24	2,040.00	15 CD
80	Tabbing letters A-Z	50	1,687.50	15 CD
81	battery rechargeable AA 800 MAH 4pcs./pack	6	5,640.00	15 CD
82	battery rechargeable AAA 2300 MAH 4pcs./pack	6	13,140.00	15 CD
83	Battery Double AA (energizer)	5	790.00	15 CD
84	Battery Double AAA (energizer)	5	725.00	15 CD
85	Mouse pad	3	150.00	15 CD
86	Flash drive 4 GB	20	7,500.00	15 CD
87	Flash drive 32 GB	1	1,015.00	15 CD
88	Flash drive 64GB	11	16,390.00	15 CD
89	SSD hard drive 500 GB	2	12,050.00	15 CD
90	External Hard Drive 1TB	4	22,400.00	15 CD
91	Flash drive USB/OTG 64GB (MICRO)	4	6,796.00	15 CD
92	Flash drive USB/OTG 64GB (IPHONE)	3	5,097.00	15 CD
93	Flash drive USB/OTG 64GB (Type C)	2	3,398.00	15 CD
94	HP Ink 680 black	50	44,000.00	15 CD
95	HP Ink 680 tri-colored	10	8,800.00	15 CD
96	Refill Ink Epson L1455 (BLACK)	1	1,730.00	15 CD
97	Refill Ink Epson L1455 (MAGENTA)	1	1,730.00	15 CD
98	Refill Ink Epson L1455 (CYAN)	1	1,730.00	15 CD

99	Refill Ink Epson L1455 (YELLOW)	1	1,730.00	15 CD
100	Refill Ink Epson L6170 (BLACK)	5	2,900.00	15 CD
101	Refill Ink Epson L6170 (MAGENTA)	2	1,160.00	15 CD
102	Refill Ink Epson L6170 (CYAN)	2	1,160.00	15 CD
103	Refill Ink Epson L6170 (YELLOW)	2	1,160.00	15 CD
104	Epson Inkpack (BLACK) C5790	2	8,700.00	15 CD
105	Epson Inkpack (Cyan) C5790	2	9,600.00	15 CD
106	Epson Inkpack (Yellow) C5790	2	9,600.00	15 CD
107	Epson Inkpack (Magenta) C5790	2	9,600.00	15 CD
108	EPSON INK 003 black	35	16,625.00	15 CD
109	EPSON INK 003 Cyan	11	5,225.00	15 CD
110	EPSON INK 003 Magenta	21	9,975.00	15 CD
111	EPSON INK 003 Blue	10	4,750.00	15 CD
112	EPSON INK 003 Yellow	21	9,975.00	15 CD
113	EPSON INK black 644	20	9,500.00	15 CD
114	EPSON INK Magenta 664	10	4,750.00	15 CD
115	EPSON INK Blue 664	10	4,750.00	15 CD
116	EPSON INK Yellow 664	10	4,750.00	15 CD
117	Brother Ink black D60BK	4	2,676.00	15 CD
118	Brother Ink black BT6000 BK	4	2,680.00	15 CD
119	Brother Ink Magenta BT5000	2	1,340.00	15 CD
120	Brother Ink Blue BT5000	2	1,340.00	15 CD
121	Brother Ink Yellow BT5000	2	1,340.00	15 CD
122	OPT-TN2480 TONER INK	25	65,000.00	15 CD
123	Toner Brother 2380	20	49,700.00	15 CD
124	Toner Cartridge 83A	10	25,000.00	15 CD
125	Laser Toner Cartridge 85A	24	60,000.00	15 CD
126	Brother Toner	4	10,000.00	15 CD
127	OPT TN-3448 Tonner (Paperzield 8000 at 5% coverage)	8	56,000.00	15 CD

128	Epson Ink 001 for L-4160 eco tank 127ml (black)	3	2,835.00	15 CD
129	Epson Ink L-4160 eco tank (yellow)	2	950.00	15 CD
130	Epson Ink L-4160 eco tank (magenta)	2	950.00	15 CD
131	Epson Ink L-4160 eco tank (cyan)	2	950.00	15 CD
132	Epson L5290 (Black)	3	1,950.00	15 CD
133	Epson L5290 (Magenta)	3	1,950.00	15 CD
134	Epson L5290 (Cyan)	3	1,950.00	15 CD
135	Epson L5290 (Yellow)	3	1,950.00	15 CD
136	Epson Cartridge SC-T5430M (yellow)	1	6,265.00	15 CD
137	Epson Cartridge SC-T5430M (magenta)	1	6,265.00	15 CD
138	Epson Cartridge SC-T5430M (cyan)	1	6,265.00	15 CD
139	Epson Cartridge SC-T5430 (black)	1	6,265.00	15 CD
140	Maintenance Box (Epson) SC-T3400/5400	1	3,618.00	15 CD
141	Alcohol Ethyl 70% (gal.)	10	8,500.00	15 CD
142	Alcohol Ethyl 70% 500ml	47	6,110.00	15 CD
143	Toilet tissue paper 2ply 12 pcs/pack	85	14,025.00	15 CD
144	Tissue interfold hand towel 1 ply 175 folds	43	3,655.00	15 CD
145	Tissue interfold hand towel 2 ply 150 folds	27	4,536.00	15 CD
146	Liquid Sosa	4	644.00	15 CD
147	Liquid hand soap, 500ml cranberry	22	5,060.00	15 CD
148	Cleaner toilet 1,000ml	42	17,220.00	15 CD
149	Detergent powder all purpose 1kg	46	6,900.00	15 CD
150	Air freshener 320ml (lavender scent)	25	12,375.00	15 CD
151	Air freshener 320ml (Fresh lemon scent)	6	2,970.00	15 CD
152	Air freshener (Automatic spray)320ml	1	385.00	15 CD

153	Air freshener (Automatic refill)	3	525.00	15 CD
154	Dishwashing liquid 250ml	16	2,080.00	15 CD
155	Dishwashing liquid 500ml	18	4,410.00	15 CD
156	Dishwashing paste 400 grms	20	1,500.00	15 CD
157	Dishwashing paste 500ml	17	3,808.00	15 CD
158	Dishwashing Sponge	22	1,100.00	15 CD
159	Disinfectant spray 340 grms	24	15,888.00	15 CD
160	Disinfectant spray 250 ml	5	2,150.00	15 CD
161	Multi insect killer 500 ml	21	11,319.00	15 CD
162	Multi insect killer 600 ml	5	2,695.00	15 CD
163	Fabric Conditioner	3	585.00	15 CD
164	Glass Cleaner	7	1,225.00	15 CD
165	Zonrox	2	370.00	15 CD
166	Muriatic Acid (gal.)	2	946.00	15 CD
167	Muriatic Acid (L)	3	405.00	15 CD
168	Toilet deodorant cake floral scent	24	3,120.00	15 CD
169	Toilet deodorant cake	5	650.00	15 CD
170	Toilet suction pump	1	280.00	15 CD
171	Tornado map	2	1,218.00	15 CD
172	Doormat	22	1,870.00	15 CD
173	Broom Stick (tingting)	6	360.00	15 CD
174	Soft broom (tambo)	19	2,660.00	15 CD
175	Soap Powder 1kg/pack	6	900.00	15 CD
176	Towel	3	240.00	15 CD
178	Feather duster	1	140.00	15 CD
179	Pot Holder	4	100.00	15 CD
180	Chopping board wooden type	1	610.00	15 CD
181	Cup & saucer set	3	1,950.00	15 CD
182	Pitcher Glass	2	350.00	15 CD
183	Fork 12 pcs/pack	2	490.00	15 CD
184	Spoon 12 pcs/pack	2	490.00	15 CD
185	Teaspoon	4	700.00	15 CD
186	Bowl small	12	480.00	15 CD

187	Dish rack	1	2,800.00	15 CD
188	Plates	2	1,140.00	15 CD
189	Bowl big	7	616.00	15 CD
190	Water Jug	1	980.00	15 CD
191	Machete Knife	3	1,944.00	15 CD
192	Wall Clock (Heavy Duty)	1	499.00	15 CD
193	LED bulb (18watts)	3	891.00	15 CD
194	Electric Paper Shredder	1	2,500.00	15 CD
195	Rice Cooker 10cups	1	3,640.00	15 CD
196	Electric Kettle	2	5,600.00	15 CD
197	Electric Thermos	1	3,000.00	15 CD
198	Electric Airpot 3.8L	1	3,200.00	15 CD
199	Umbrella big (black)	3	951.00	15 CD
200	Rain Coat	28	15,120.00	15 CD
201	Umbrella nails	2	4,050.00	15 CD
202	Electric Stove (2burner)	1	2,500.00	15 CD
203	Cement	15	4,758.75	15 CD
204	Steel Bars, 10mm	30	5,460.00	15 CD
205	Pylux	3	5,874.00	15 CD
206	Sand and Gravel	5	5,265.00	15 CD
207	Chair, High Back Office (executive chair)	4	59,800.00	15 CD



## Section VII. 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.</i></p> <p><i>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>

Supplier: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

# ***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**

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

Financial Documents

- ☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

## BID FORM

Date : **July 16, 2024**  
Project Identification No. : **24GMD0040**

To: BAC CHAIRPERSON  
DPWH Cotabato 1<sup>st</sup> DEO  
Villarica, Midsayap, Cotabato

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]* **Supply/Delivery of Consolidated Office and Janitorial Supplies (3rd Quarter of 2024)** in conformity with the said PBDs for the sum of

\_\_\_\_\_ (P\_\_\_\_\_ ) 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:

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

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

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

Name and Address of agent	Amount and Currency	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 \_\_\_\_\_ 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: \_\_\_\_\_

## BILL OF QUANTITIES

### With Unit Bid Prices and Total Bid Prices

Date of Bid Opening:

**July 16, 2024**

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit Bid Price (Peso)	Total Bid Price (Peso)	Delivery Schedule
1	Book Paper A4	reams	500			
2	Book Paper legal	reams	50			
3	Record Book 200pages	pcs	40			
4	Record Book 300pages	pcs	18			
5	Engineers Field Book	pcs	15			
6	Record Book 500pages	pcs	17			
7	Leave Card A4	pcs	40			
8	Self Adhesive Index Tabs	packs	6			
9	Arch binder with DPWH (A4)	pcs	30			
10	Arch binder with DPWH (LEGAL)	pcs	25			
11	Ballpen G-2 0.5mm black	pcs	24			
12	Construction paper long (Green)	reams	10			
13	Construction paper long (Assorted Color)	reams	2			
14	Construction paper short (Assorted Color)	ream	1			
15	Paper fastener Metal (long)	boxes	6			
16	Paper Fastener plastic long (50pcs/box)	boxes	2			
17	Paper Fastener plastic (Short)	boxes	29			
18	A2, 420mm x 594mm Mylar	rolls	5			
19	A2 Tracing paper	rolls	5			
20	Paper Clip big	boxes	12			
21	Photo paper A4 glossy	packs	57			
22	Clear Sheet Protector A4	packs	15			
23	Dater	pc	1			
24	Stamp Pad (Green)	pc	1			
25	Stamp Pad (Blue)	pcs	12			
26	Stamp pad Ink (Blue)	bottles	6			
27	Glue	pcs	3			
28	Glue all purpose (130grams)	bottles	8			
29	Scissor	pcs	2			

30	Double sided tape 1"	rolls	31			
31	Double sided tape 1/2"	rolls	6			
32	Ear tag	pads	19			
33	Fluorescent color sticky notes 4.55cm-1.2cm	pads	18			
34	Sticky Notes, 3x5	pads	8			
35	Sticky Notes, 3x3	pads	21			
36	Sticky on Notes (Sign Here)	pcs	5			
37	Sticky Notes assorted (big)	packs	10			
38	Sticky Notes assorted (small)	packs	14			
39	Sticker Paper White (LEGAL)	pcs	10			
40	Sticker Paper Assorted Colors (Long)	pcs	20			
41	Film Carbon (BLUE) 100pcs per pack	pack	1			
42	Colored pencil 8 colors	boxes	15			
43	Marker, Stabilo (ASSORTED)	pcs	24			
44	Marker, whiteboard (BLACK)	pcs	26			
45	Pentel Pen broad	pcs	6			
46	Pentel Pen fine	pcs	43			
47	Scotch tape 1"	rolls	27			
48	PVC bookbinding cover- clear, short	pack	1			
49	Corrugated box, big, APS	pcs	50			
50	Folder long brown	pcs	370			
51	Folder short brown	pcs	20			
52	Mailing Envelope (Plain White)	Box	1			
53	Thick brown envelope (long)	pcs	50			
54	Thick brown envelope (short)	pcs	50			
55	Envelope brown A4	pcs	10			
56	Envelope brown long	pcs	460			
57	Envelope expanded brown (long)	pcs	210			
58	Envelope expanded purple (long)	pcs	20			
59	Envelope expanded green (long)	pcs	20			
60	Envelope expanded brown (short)	pcs	50			
61	Expanded Folder (legal)	pcs	24			
62	Expanding folder long (Green)	pcs	50			
63	Binder clip 0.5"	boxes	10			
64	Binder clip 1"	boxes	46			
65	Binder clip 1.6"	boxes	2			
66	Binder clip 2"	boxes	14			
67	Correction tape	pcs	125			
68	Pencil 2	boxes	17			

69	Mechanical Pencil (0.5)	pcs	2			
70	Refill Mechanical Pencil	pcs	2			
71	Heavy duty puncher	pcs	2			
72	Heavy Duty Stapler	pcs	5			
73	Stapler with remover (BIG)	pcs	3			
74	Staple wire remover	pcs	4			
75	Staple wire #35	boxes	30			
76	Push pins	pcs	20			
77	Sign pen my gel blue 0.5	pcs	47			
78	sign pen black (0.5)	pcs	12			
79	Sign pen blue (0.7)	pcs	24			
80	Tabbing letters A-Z	packs	50			
81	battery rechargeable AA 800 MAH 4pcs./pack	packs	6			
82	battery rechargeable AAA 2300 MAH 4pcs./pack	packs	6			
83	Battery Double AA (energizer)	pcs	5			
84	Battery Double AAA (energizer)	pcs	5			
85	Mouse pad	pcs	3			
86	Flash drive 4 GB	pcs	20			
87	Flash drive 32 GB	pc	1			
88	Flash drive 64GB	pcs	11			
89	SSD hard drive 500 GB	pcs	2			
90	External Hard Drive 1TB	pcs	4			
91	Flash drive USB/OTG 64GB (MICRO)	pc	4			
92	Flash drive USB/OTG 64GB (IPHONE)	pcs	3			
93	Flash drive USB/OTG 64GB (Type C)	pcs	2			
94	HP Ink 680 black	cartridge	50			
95	HP Ink 680 tri-colored	cartridge	10			
96	Refill Ink Epson L1455 (BLACK)	bottle	1			
97	Refill Ink Epson L1455 (MAGENTA)	bottle	1			
98	Refill Ink Epson L1455 (CYAN)	bottle	1			
99	Refill Ink Epson L1455 (YELLOW)	bottle	1			
100	Refill Ink Epson L6170 (BLACK)	bottles	5			
101	Refill Ink Epson L6170 (MAGENTA)	bottles	2			
102	Refill Ink Epson L6170 (CYAN)	bottles	2			



103	Refill Ink Epson L6170 (YELLOW)	bottles	2			
104	Epson Inkpack (BLACK) C5790	pcs	2			
105	Epson Inkpack (Cyan) C5790	pcs	2			
106	Epson Inkpack (Yellow) C5790	pcs	2			
107	Epson Inkpack (Magenta) C5790	pcs	2			
108	EPSON INK 003 black	bottles	35			
109	EPSON INK 003 Cyan	bottles	11			
110	EPSON INK 003 Magenta	bottles	21			
111	EPSON INK 003 Blue	bottles	10			
112	EPSON INK 003 Yellow	bottles	21			
113	EPSON INK black 644	bottles	20			
114	EPSON INK Magenta 664	bottles	10			
115	EPSON INK Blue 664	bottles	10			
116	EPSON INK Yellow 664	bottles	10			
117	Brother Ink black D60BK	bottles	4			
118	Brother Ink black BT6000 BK	bottles	4			
119	Brother Ink Magenta BT5000	bottles	2			
120	Brother Ink Blue BT5000	bottles	2			
121	Brother Ink Yellow BT5000	bottles	2			
122	OPT-TN2480 TONER INK	pcs	25			
123	Toner Brother 2380	cartridge	20			
124	Toner Cartridge 83A	cartridge	10			
125	Laser Toner Cartridge 85A	cartridge	24			
126	Brother Toner	cartridge	4			
127	OPT TN-3448 Tonner (Paperziel 8000 at 5% coverage)	cartridge	8			
128	Epson Ink 001 for L-4160 eco tank 127ml (black)	bottles	3			
129	Epson Ink L-4160 eco tank (yellow)	bottles	2			
130	Epson Ink L-4160 eco tank (magenta)	bottles	2			
131	Epson Ink L-4160 eco tank (cyan)	bottles	2			
132	Epson L5290 (Black)	bottles	3			
133	Epson L5290 (Magenta)	bottles	3			
134	Epson L5290 (Cyan)	bottles	3			
135	Epson L5290 (Yellow)	bottles	3			
136	Epson Cartridge SC-T5430M (yellow)	pc	1			
137	Epson Cartridge SC-T5430M (magenta)	pc	1			
138	Epson Cartridge SC-T5430M	pc	1			

	(cyan)					
139	Epson Cartridge SC-T5430 (black)	pc	1			
140	Maintenance Box (Epson) SC-T3400/5400	pc	1			
141	Alcohol Ethyl 70% (gal.)	gals	10			
142	Alcohol Ethyl 70% 500ml	bottles	47			
143	Toilet tissue paper 2ply 12 pcs/pack	packs	85			
144	Tissue interfold hand towel 1 ply 175 folds	packs	43			
145	Tissue interfold hand towel 2 ply 150 folds	packs	27			
146	Liquid Sosa	bottles	4			
147	Liquid hand soap, 500ml cranberry	bottles	22			
148	Cleaner toilet 1,000ml	bottles	42			
149	Detergent powder all purpose 1kg	pcs	46			
150	Air freshener 320ml (lavender scent)	cans	25			
151	Air freshener 320ml (Fresh lemon scent)	cans	6			
152	Air freshener (Automatic spray)320ml	pc	1			
153	Air freshener (Automatic refill)	cans	3			
154	Dishwashing liquid 250ml	bottles	16			
155	Dishwashing liquid 500ml	bottles	18			
156	Dishwashing paste 400 grms	pcs	20			
157	Dishwashing paste 500ml	pcs	17			
158	Dishwashing Sponge	pcs	22			
159	Disinfectant spray 340 grms	cans	24			
160	Disinfectant spray 250 ml	cans	5			
161	Multi insect killer 500 ml	bottles	21			
162	Multi insect killer 600 ml	bottles	5			
163	Fabric Conditioner	pcs	3			
164	Glass Cleaner	bottles	7			
165	Zonrox	bottles	2			
166	Muriatic Acid (gal.)	gals	2			
167	Muriatic Acid (L)	bottles	3			
168	Toilet deodorant cake floral scent	pcs	24			
169	Toilet deodorant cake	pcs	5			
170	Toilet suction pump	pc	1			
171	Tornado map	pcs	2			
172	Doormat	pcs	22			

173	Broom Stick (tingting)	bundles	6			
174	Soft broom (tambo)	pcs	19			
175	Soap Powder 1kg/pack	packs	6			
176	Towel	pcs	3			
177	Feather duster	pc	1			
178	Pot Holder	pcs	4			
179	Chopping board wooden type	pc	1			
180	Cup & saucer set	sets	3			
181	Pitcher Glass	pcs	2			
182	Fork 12 pcs/pack	packs	2			
183	Spoon 12 pcs/pack	packs	2			
184	Teaspoon	doz	4			
185	Bowl small	pcs	12			
186	Dish rack	pc	1			
187	Plates	dozens	2			
188	Bowl big	pcs	7			
189	Water Jug	pc	1			
190	Machete Knife	pcs	3			
191	Wall Clock (Heavy Duty)	unit	1			
192	LED bulb (18watts)	pcs	3			
193	Electric Paper Shredder	pc	1			
194	Rice Cooker 10cups	pc	1			
195	Electric Kettle	unit	2			
196	Electric Thermos	unit	1			
197	Electric Airpot 3.8L	unit	1			
198	Umbrella big (black)	pcs	3			
199	Rain Coat	pcs	28			
200	Umbrella nails	case	2			
201	Electric Stove (2burner)	unit	1			
202	Cement	bags	15			
203	Steel Bars, 10mm	pcs	30			
204	Pylux	boxes	3			
205	Sand and Gravel	cum	5			
206	Chair, High Back Office (executive chair)	units	4			
207	Table Top Glass (L 182cm x W 78 cm)	unit	1			
<p style="text-align: center;"><b>Total Amount of Bid:</b></p> <p>_____</p> <p>_____</p> <p>Php _____</p>						

Bid Validity: 120 calendar days

Name and Signature of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

## Omnibus Sworn Statement

*[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:
- Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the**

**public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**STATEMENT OF ALL GOVERNMENT AND PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR TO THE  
CONTRACT TO BE BID**

**Business Name:**

**Business Address:**

Name of Contract /Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by:\_\_\_\_\_

(Printed Name and Signature)



Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

**LIST OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS  
AWARDED BUT NOT YET STARTED**

**Business Name:**  
**Business Address:**

Name of Contract /Project Cost	a. Owner’s Name b. Address c. Telephone Nos.	Nature of Work	Bidder’s Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be supported with:

Total Cost	
------------	--

1. Notice of Award and/or Contract
2. Notice to Proceed issued by owner
3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by: \_\_\_\_\_  
(Printed Name and Signature)

Designation: \_\_\_\_\_

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.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



