

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **PROCUREMENT FOR THE CY 2022 GENERAL SUPPLIES TO BE USED BY THE DIFFERENT FUNCTIONAL DIVISIONS OF DEPED REGIONAL OFFICE VIII**

Government of the Republic of the Philippines

**Sixth Edition**  
August 2020

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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



Republic of the Philippines  
**Department of Education**  
REGION VIII - EASTERN VISAYAS

## INVITATION TO BID

### PROCUREMENT FOR THE CY 2022 GENERAL SUPPLIES TO BE USED BY THE DIFFERENT FUNCTIONAL DIVISIONS OF DEPED REGIONAL OFFICE VIII

1. The Department of Education Regional Office VIII, through the **General Appropriations Act CY 2022** intends to apply the sum of **One Million, Nine Hundred Seventy-Three Thousand, One Hundred Eighty-One Pesos and 77/100 Only (₱1,973,181.77)**, being the **Approved Budget for the Contract (ABC)** for the **PROCUREMENT FOR THE CY 2022 GENERAL SUPPLIES TO BE USED BY THE DIFFERENT FUNCTIONAL DIVISIONS OF DEPED REGIONAL OFFICE VIII**. Bids received in excess of the ABC shall automatically be rejected in accordance with Sec. 31.1 of the Revised IRR of RA 9184 at bid opening.

QTY	UNIT	ITEM DESCRIPTION
53	can	AIR FRESHENER, aerosol, 280ml/150g min
10	gals	ALCOHOL, ethyl, 68%-70%, scented, Gallon
264	piece	BALL POINT PEN, BLACK
670	piece	BALL POINT PEN, BLUE
24	piece	BALL POINT PEN, RED
81	pack	BATTERY, dry cell, AA, 2 pieces per blister pack
24	piece	BROOM, SOFT (TAMBO), weight: 200g min tiger grass
24	piece	BROOM, STICK (TINGTING)
10	box	BINDER CLIP, 18mm, blk (12's/box)
31	box	BINDER CLIP, 25mm, blk (12's/box)
15	box	BINDER CLIP, 32mm, blk (12's/box)
5	box	BINDER CLIP, 41mm, blk (12's/box)
13	box	BINDER CLIP, 2", blk (12's/box)
1	unit	Binding Machine, heavy duty
12	can	CAR FRESHENER
1	box	Carbon Film, long (Blue)
64	bottle	CLEANER, TOILET BOWL AND URINAL, , 900ml-1,000ml cap
18	piece	CLEARBOOK, A4 SIZE
12	box	CLIP, BACKFOLD, 33MM, 12 pieces per box
6	box	CLIP, BACKFOLD, 50MM, 12 pieces per box
1	piece	CORKBOARD, 4' x 4' (5mm thick)
6	box	CLIP, BACKFOLD, 55MM, 12 pieces per box
1	unit	CPU (System Unit), Quad-Core 3.2GHz, 4th Gen., 8GB RAM, 1TB HDD
60	bxes	CARTRIDGE RIBBON, Printronix



QTY	UNIT	ITEM DESCRIPTION
11	tube	CUTTER BLADE, 10 pieces per tube, big
17	piece	CUTTER KNIFE, big (heavy duty)
260	piece	DATA FILE BOX, made of chipboard, with closed ends (GREEN COLOR)
21	piece	DATA ORGANIZER w/ ring (2 holes)
6	piece	DETERGENT BAR, 140g. (1 whole)
111	pouch	DETERGENT POWDER, all purpose, 1kg per plastic pouch
108	can	DISINFECTANT SPRAY, aerosol type, 400-550 grams
166	bottle	DISHWASHING LIQUID, 500ml.
12	piece	DUST PAN, non-rigid plastic, big
2	piece	DUSTER, Cotton
20	piece	ENVELOPE, EXPANDING, short, Laminated
50	piece	ENVELOPE, EXPANDING, long, Laminated
13	box	ENVELOPE, EXPANDING, Laminated (Green), 100's/box
3	box	ENVELOPE, MAILING, 500 pieces per box
44	piece	ERASER, PLASTIC/RUBBER
14	unit	EXTERNAL HARD DRIVE, 1TB, 2.5"HDD, USB 3.0, 1 unit/ box
7	piece	EXTENSION WIRE, (5 METERS), at least 3-gang
10	gals	FABRIC CONDITIONER (Galloon)
262	box	FASTENER, PAPER, PLASTIC/VINYL COATED
2	piece	FLASH DRIVE, 64 GB
37	piece	FLASH DRIVE, 32 GB capacity, 1 piece in individual blister pack
20	piece	FLASH DRIVE, 16 GB capacity, 1 piece in individual blister pack
25	piece	FOLDER, File, A4 size, pt.14
130	piece	FOLDER, File, Legal Size, pt.14
2	pack	FOLDER, L-TYPE, A4 SIZE, 50 pieces per pack
50	piece	FOLDER, MOROCCO, short (blue)
38	box	FOLDER, PRESSBOARD, size: 240mm x 370mm (-5mm), 100's/box
5	can	FURNITURE CLEANER, aerosol, 300ml min./can
21	piece	FLOOR MAT/RAG, COTTON
4	bottle	GLASS CLEANER, SPRAY, BIG, 500g.
63	jars	GLUE, all purpose, gross weight: 200 grams min
79	btls	HANDWASHING LIQUID SOAP, 500ml.
12	piece	Hand Towel (for Refrigerator)
33	box	INDEX TAB, 5 sets per box
66	can	INSECTICIDE, aerosol type, net content: 600ml min
1	roll	LAMINATING FILM, LEGAL SIZE, 5mil. (thickness)
12	piece	MARKER, PERMANENT, bullet type, red
10	piece	MARKER, PERMANENT, BROAD (BLACK), felt tip
52	piece	MARKER, WHITEBOARD, blue
6	piece	MARKER, WHITEBOARD, red
2	piece	MOUSE, OPTICAL, PS/2
15	piece	MOUSE, OPTICAL, USB CONNECTION TYPE, 1 unit in individual box
34	piece	MOUSE, WIRELESS (for LAPTOP)
17	piece	MOUSE PAD
74	pad	NOTEPAD, STICK-ON, 2X3, 100 sheets per pad
70	pad	NOTEPAD, STICK-ON, 3X4, 100 sheets per pad

QTY	UNIT	ITEM DESCRIPTION
159	box	PAPER CLIP, 50MM, 100 pieces per box or 120 grams (min.) (net of bx)
110	ream	BOOK Paper, Short (8 1/2" x 11), 80gsm
221	ream	BOOK PAPER, MULTICOPY, 80gsm, size: 216mm x 330mm (Legal)
426	ream	BOOK PAPER, MULTI-PURPOSE, 70 gsm., size: 210mm x 297mm (A4)
38	ream	BOOK PAPER, MULTI-PURPOSE, 70 gsm., (Legal)
10	box	PAPER, SPECIALTY, LONG (Pink color)
39	box	PAPER, SPECIALTY, SHORT (Green; Pink; L-Green; L-Blue; Yellow; Cream)
25	box	PENCIL, LEAD WITH ERASER, No.2, 12 pcs per box
4	piece	PRESENTER, LASER, WIRELESS
10	piece	PHILIPPINE FLAGS, 3' x 6' (standard size)
82	pack	PHOTO PAPER, glossy, A4
34	piece	PUNCHER, paper, heavy duty, with two hole guide, 1 piece/ box
20	bundle	RAGS, ALL COTTON, 32 pieces per kilo per bundle
32	book	RECORD BOOK, 300 PAGES, size: 214mm x 278mm min
16	book	RECORD BOOK, 500 PAGES, size: 214mm x 278mm min
4	piece	RING BINDER, black 3"
4	piece	RING BINDER, black 2"
34	piece	RING BINDER, black 1"
36	piece	RING BINDER, black, 1/2"
26	box	RUBBER BAND, 70mm min lay flat length (#18)
25	piece	RULER, Aluminum, 12"
50	pair	SCISSORS, heavy duty (big)
18	pack	SCOURING PAD, 5 pieces per pack
431	piece	SIGN PEN, BLACK, liquid/gel ink, 0.5mm needle tip
60	piece	SIGN PEN Refill, Pilot, Blue (Hi-tech Point- V5 RT)
1,443	piece	SIGN PEN, BLUE, liquid/gel ink, 0.5mm needle tip
40	piece	SIGN PEN, Blue (0.5mm) retractable metal tip with rubber grip
84	piece	SIGN PEN, RED, liquid/gel ink, 0.5mm needle tip
152	piece	SIGN PEN, Green, liquid/gel ink, 0.5mm needle tip
11	bottle	STAMP PAD INK, purple or violet, 50ml (min.)
1	piece	STAMP PAD, FELT, bed dimension: 60mm x 100mm
16	piece	STAPLE REMOVER, PLIER TYPE
22	box	STAPLE WIRE, HEAVY DUTY, 23/13
130	box	STAPLE WIRE, STANDARD
4	unit	STAPLER, BINDER TYPE
25	piece	STAPLER, STANDARD TYPE, load cap: 200 staples min, 1 piece/box
18	pack	STICKER PAPER, LONG
16	piece	SPONGE- 3" x 4" x 1"
134	piece	STORAGE BOX w/ cover (9.5" x 10" x 15"), cardboard
4	pack	SANDO BAG, PLASTIC, Extra Large (100's/pack)
8	roll	TAPE, ELECTRICAL, 1"
58	roll	TAPE, MASKING, width: 24mm (±1mm)
86	roll	TAPE, PACKAGING, width: 48mm (±1mm)
12	piece	TAPE, DOUBLE ADHESIVE, 2"
283	pack	TOILET TISSUE PAPER 2-plys sheets, 150 pulls, 12 rolls in a pack
11	piece	TOILET BRUSH w/ handle

QTY	UNIT	ITEM DESCRIPTION
58	piece	TOILET DEODORANT, CAKE, small
44	roll	TRASHBAG, plastic, gusseted type, Black, 10 pcs per roll/pack, XL
120	pack	TRASH BAG, Black, 16" x 24"
10	piece	TRASH BINS, plastic w/ cover (green- 13 gals. Cap.)
8	roll	TWINE, PLASTIC, 1 kl.
877	piece	VOUCHER FILER w/ bolts, 4" (Green)
37	Cart	INK CART, BROTHER, DCP-J105- LC539XL, Black
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Cyan
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Magenta
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Yellow
15	Cart	INK CART, CANON CL-47, BLACK
15	Cart	INK CART, CANON CL-57, COLOR
183	Cart	INK CART, EPSON C13T664100 (T6641), Black
101	Cart	INK CART, EPSON C13T664200 (T6642), Cyan
101	Cart	INK CART, EPSON C13T664300 (T6643), Magenta
101	Cart	INK CART, EPSON C13T664400 (T6644), Yellow
304	Cart	INK CART, EPSON L3110 (003), Black
143	Cart	INK CART, EPSON L3110 (003), Cyan
144	Cart	INK CART, EPSON L3110 (003), Magenta
149	Cart	INK CART, EPSON L3110 (003), Yellow
6	Cart	INK CART, HP (HP 680), BLACK
2	Cart	INK CART, HP (HP 680), COLOR
4	Toner	TONER CART, HP (HP 58A for M404 Printer), Black
50	piece	Examination Gloves
50	piece	PVC COVER, (Binding Cover) Transparent (short)
160	pad	Post-stick on "Sign Here" message flags, 1/2" x 3/4" (asstd colors)
180	pad	Post-stick on "Sign Here" message flags, 1" (asstd colors)
2	pcs	Digital Facsimile/Stamp ("Certified True Copy")
1	pcs	Digital Facsimile/Stamp ("RELEASED")
1	pcs	Digital Facsimile/Stamp ("RECEIVED")
3	btls	Ink for Self-Inking Stamp (RED)
1	unit	Desktop Computer (9th to 10th Gen., DDR4, 1TB HDD, Casing w/ 700 watts power supply)
1	unit	Desktop Monitor, 18" (LCD)
3	pcs	Digital Facsimile/Stamp ("MA. LAURA F. PAGLINAWAN")
11	unit	Uninterruptible Power Supply (UPS), 650VA
12	unit	Printer, 3 n 1 (Continuous Ink)
1	unit	Printer, 3 n 1 (Continuous Ink with WiFi)
400	pcs	Sticker for PPE (refer to sample)
400	pcs	Sticker for IT Equipment (refer to sample)
400	pcs	Sticker for Furniture and Fixture (refer to sample)
1	unit	Printer, 5 n 1 (scan, print, copy, Wifi direct, borderless printing up to 4R, Continuous Ink)
570	pcs	Certificate Holder, A4 size (Jacket type)
630	pcs	Certificate Holder, 8 1/2" x 11" size (Jacket type)
25	pcs	Certificate Frames, A4 (plastic)
7	tube	PhotoCopier Toner, Docucentre S1810
1	tube	PhotoCopier Toner, Docucentre S2320

QTY	UNIT	ITEM DESCRIPTION
4	tube	PhotoCopier Toner, Docucentre S2011
4	pcs	Bulb, LED, 10 watts (daylight)
20	pcs	Bulb, 36 watts (T5 - daylight)
20	pcs	LED Linear Tube, 18 watts, FRO Series
20	pcs	Bulb, LED, 9 watts
1	pcs	Thermogun, Non-contact Laser
6	liter	Sodium Hypochloride Bleach, 1 ltr.

**Important Note/s:**

- **Delivery shall be within Thirty (30) Calendar Days** from the receipt of **Notice to Proceed (NTP) of the supplier.**
- **To be delivered to DepEd Regional Office VIII c/o Asset Management Section;**
- **Winning Bidder(s) must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Administrative Division – Asset Management Section (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 300-0930, E-mail address: [asset.region8@deped.gov.ph](mailto:asset.region8@deped.gov.ph).**

2. The Department of Education, Regional Office VIII now invites bids for the **PROCUREMENT FOR THE CY 2022 GENERAL SUPPLIES TO BE USED BY THE DIFFERENT FUNCTIONAL DIVISIONS OF DEPED REGIONAL OFFICE VIII**. Bidders should have completed, within the last Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. 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 5183 and subject to Commonwealth Act 138.

4. A complete set of **Bidding Documents may be purchased** from the DepEd Regional Office No. VIII, BAC Secretariat, located at Government Center, Candahug, Palo, Leyte, upon accomplishing a **Bidder’s Information Sheet** (downloadable at: [bit.ly/DepEd8-BiddersInformationSheet](http://bit.ly/DepEd8-BiddersInformationSheet)) and payment in cash of a non-refundable fee by interested bidders **in the amount Five Thousand Pesos (P5,000.00), to the DepEd Region VIII Cashier**. Only bidders who purchased the Bidding Documents will be allowed to submit bids.

Prospective bidders who intend to **purchase the bidding documents through online banking**, deposit may be done through:

**PHILIPPINE VETERANS BANK**

**Account Name:** DepEd RO 8

No.	Fund	Account Number
1.	SEMINAR	0025-002137-001

**A scanned copy of the deposit slip** together with the **accomplished Bidders Information Sheet shall be sent** to the **BAC Secretariat** ([bac.region8@deped.gov.ph](mailto:bac.region8@deped.gov.ph)), and the official payment receipt with the Bid Documents shall be sent to the bidder through email.

**Three (3) sets** (Original, Copy 1, and Copy 2) **of the technical and financial documents shall be submitted**, in hard copies, **on or before the opening of bids** schedule, **while the** duly signed (per page) **bid documents** (also in 3 sets) **shall be submitted by the winning bidder**, in hard copies, **on or before** the agreed schedule of the **Post Qualification** activity.

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

5. The Department of Education, Regional Office VIII will hold a **Pre-Bid Conference on March 28, 2022, 10:00 AM** at the **DepEd Regional Office VIII, Candahug, Palo, Leyte**, which shall be open only to all interested parties who have purchased the Bidding Documents.

6. **Bids must be delivered** either through manual/physical submission or through courier **to the BAC Secretariat, DepEd Regional Office VIII, Candahug, Palo, Leyte 6501 on or before 10:00 a.m. of April 11, 2022. All bids must be accompanied by a Bid Securing Declaration or any form of Bid Security** and amount indicated in ITB Clause 14 and in the Bid Data Sheet ITB Clause 14.1.

**Bid opening** shall be on **April 11, 2022, 10:00 AM at the DepEd Regional Office VIII, Candahug, Palo, Leyte**. *Physical attendance of bidders/representatives during the Pre-Bid Conference/Bid Opening activities shall not be allowed during the COVID-19 pandemic.* Late bids shall not be accepted.

**Note:** *Participants are informed that the **Pre-Bid Conference and Opening of Bids during the COVID-19 Pandemic shall be broadcasted/shared** to prospective bidders who wish to attend the said procurement activities online, **via Microsoft Teams**. Hence, **interested bidders shall provide** the **BAC Secretariat** ([bac.region8@deped.gov.ph](mailto:bac.region8@deped.gov.ph)) **their respective Gmail addresses at least one (1) day before, so that they can join the procurement videoconference(s)**.*

ACTIVITY	DATE & TIME OF CONDUCT	VENUE
Pre-Bid Conference	<b>March 28, 2022</b>   10:00 AM	DepEd Regional Office VIII, Candahug, Palo, Leyte
Opening of Bids	<b>April 11, 2022</b>   10:00 AM	

7. Only duly authorized representatives are allowed to purchase bidding documents. Letter of Intent, Special Power of Attorney should be dated not later than the date invitation was posted. Certificate of PhilGEPs Registration is required.

8. The Department of Education, Regional Office VIII reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

9. For further information, please refer to:

**RACHEL R. CUEVAS**

*Head, BAC Secretariat*

**DepEd Regional Office VIII**

*Government Center, Candahug, Palo, Leyte*

**Tel. No.** (053) 888-9349

**E-Mail:** bac.region8@deped.gov.ph

Prepared by

Concurred:

**(SGD) RACHEL R. CUEVAS**  
EPS, Quality Assurance Division  
Head, BAC Secretariat

**(SGD) ALEJANDRITO L. YMAN**  
Chief, Administrative Division  
End User / Proponent

Approved:

**(SGD) BEBIANO I. SENTILLAS, CESO V**  
Assistant Regional Director  
BAC Chairman

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

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, *Department of Education Regional Office VIII* wishes to receive Bids for the ***PROCUREMENT FOR THE CY 2022 GENERAL SUPPLIES TO BE USED BY THE DIFFERENT FUNCTIONAL DIVISIONS OF DEPED REGIONAL OFFICE VIII*** with identification number *PR No. 21-11-671*.

The Procurement Project is composed of One (1) Lot, 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 *GAA CY 2021* in the amount of **One Million, Nine Hundred Seventy-Three Thousand, One Hundred Eighty-One Pesos and 77/100 Only (₱1,973,181.77)**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act of CY 2022.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 9184, the bidder shall have, within the last five (5) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the project of the value of which adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies and Services: 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.
- 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 Procuring Entity has prescribed that:
  - a. **Subcontracting is NOT allowed.**

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference through videoconferencing for this Project on the specified date and time as indicated in paragraph 5 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 the last five (5) years from the date of submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing 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**.

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<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.

- 14.2. The Bid and bid security shall be valid within *One Hundred Twenty (120) Calendar Days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Number of copies of the Bid to be submitted:

Each Bidder shall submit one (1) copy original, and two (2) copies of the Technical Component and one (1) original, and two (2) copies of the Financial Component of its bids.

Failure to submit the required originals of the Technical Component Documents is ground for rejection or disqualification of the bids.

Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).

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

- 16.1. The Bidders shall submit on the specified date and time and either at its **manual/physical submission or through courier** to the address as indicated in paragraph 6 of the **IB**.

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

- 17.1. The BAC shall open the Bids in public through videoconferencing at the time, on the date, and at the place specified in paragraph 6 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. 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 (1) 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. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## 21. Signing of the Contract

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>OFFICE SUPPLIES, DEVICES, AND EQUIPMENT</b></li> <li>b. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 9184, the bidder shall have, within the last five (5) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the project of the value of which adjusted to current prices using the PSA’s CPI, must be at least equivalent to: <ul style="list-style-type: none"> <li>➤ For the procurement of <b>Expendable Supplies and Services</b>: <i>The bidder must have completed a single contract that is similar to this Project, equivalent to at least <b>twenty-five percent (25%)</b> of the ABC.</i></li> </ul> </li> </ul>
7.1	<b>Sub-contracting is NOT allowed.</b>
12	The price of the Goods shall be quoted DDP <i>Department of Education Regional Office VIII, Candahug, Palo, Leyte 6501</i> , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</li> </ul>
15	<p><b>“SEALING AND MARKING OF BIDS”</b></p> <p>Each Bidder shall submit <b>one (1) original, and two (2) copies of the Technical Component</b>, and <b>one (1) original and two (2) copies of the Financial Component</b> of its bid.</p> <p>Failure to submit the required originals of the Technical Component documents and the required originals of the Financial Component documents is a ground for rejection or disqualification of the bid(s).</p> <p>Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bids.</p>

Original copies of the Philgeps Registration Certificate (Platinum Membership), SEC/DTI/CDA Registration Certificate, Mayor's or Business Permit, Tax Clearance and Audited Financial Statements may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).

19.3 ***The Procurement is intended for ONE (1) LOT.***

QTY	UNIT	ITEM DESCRIPTION
53	can	AIR FRESHENER, aerosol, 280ml/150g min
10	gals	ALCOHOL, ethyl, 68%-70%, scented, Gallon
264	piece	BALL POINT PEN, BLACK
670	piece	BALL POINT PEN, BLUE
24	piece	BALL POINT PEN, RED
81	pack	BATTERY, dry cell, AA, 2 pieces per blister pack
24	piece	BROOM, SOFT (TAMBO), weight: 200g min tiger grass
24	piece	BROOM, STICK (TINGTING)
10	box	BINDER CLIP, 18mm, blk (12's/box)
31	box	BINDER CLIP, 25mm, blk (12's/box)
15	box	BINDER CLIP, 32mm, blk (12's/box)
5	box	BINDER CLIP, 41mm, blk (12's/box)
13	box	BINDER CLIP, 2", blk (12's/box)
1	unit	Binding Machine, heavy duty
12	can	CAR FRESHENER
1	box	Carbon Film, long (Blue)
64	bottle	CLEANER, TOILET BOWL AND URINAL, , 900ml-1,000ml cap
18	piece	CLEARBOOK, A4 SIZE
12	box	CLIP, BACKFOLD, 33MM, 12 pieces per box
6	box	CLIP, BACKFOLD, 50MM, 12 pieces per box
1	piece	CORKBOARD, 4' x 4' (5mm thick)
6	box	CLIP, BACKFOLD, 55MM, 12 pieces per box
1	unit	CPU (System Unit), Quad-Core 3.2GHz, 4th Gen., 8GB RAM, 1TB HDD
60	bxs	CARTRIDGE RIBBON, Printronix
11	tube	CUTTER BLADE, 10 pieces per tube, big
17	piece	CUTTER KNIFE, big (heavy duty)
260	piece	DATA FILE BOX, made of chipboard, with closed ends (GREEN COLOR)
21	piece	DATA ORGANIZER w/ ring (2 holes)
6	piece	DETERGENT BAR, 140g. (1 whole)
111	pouch	DETERGENT POWDER, all purpose, 1kg per plastic pouch
108	can	DISINFECTANT SPRAY, aerosol type, 400-550 grams
166	bottle	DISHWASHING LIQUID, 500ml.
12	piece	DUST PAN, non-rigid plastic, big
2	piece	DUSTER, Cotton
20	piece	ENVELOPE, EXPANDING, short, Laminated

50	piece	ENVELOPE, EXPANDING, long, Laminated
13	box	ENVELOPE, EXPANDING, Laminated (Green), 100's/box
3	box	ENVELOPE, MAILING, 500 pieces per box
44	piece	ERASER, PLASTIC/RUBBER
14	unit	EXTERNAL HARD DRIVE, 1TB, 2.5"HDD, USB 3.0, 1 unit/ box
7	piece	EXTENSION WIRE, (5 METERS), at least 3-gang
10	gals	FABRIC CONDITIONER (Galloon)
262	box	FASTENER, PAPER, PLASTIC/VINYL COATED
2	piece	FLASH DRIVE, 64 GB
37	piece	FLASH DRIVE, 32 GB capacity,1 piece in individual blister pack
20	piece	FLASH DRIVE, 16 GB capacity,1 piece in individual blister pack
25	piece	FOLDER, File, A4 size, pt.14
130	piece	FOLDER, File, Legal Size, pt.14
2	pack	FOLDER, L-TYPE, A4 SIZE, 50 pieces per pack
50	piece	FOLDER, MOROCCO, short (blue)
38	box	FOLDER, PRESSBOARD, size: 240mm x 370mm (-5mm), 100's/box
5	can	FURNITURE CLEANER, aerosol, 300ml min./can
21	piece	FLOOR MAT/RAG, COTTON
4	bottle	GLASS CLEANER, SPRAY, BIG, 500g.
63	jars	GLUE, all purpose, gross weight: 200 grams min
79	btls	HANDWASHING LIQUID SOAP, 500ml.
12	piece	Hand Towel (for Refrigerator)
33	box	INDEX TAB, 5 sets per box
66	can	INSECTICIDE, aerosol type, net content: 600ml min
1	roll	LAMINATING FILM, LEGAL SIZE, 5mil. (thickness)
12	piece	MARKER, PERMANENT, bullet type, red
10	piece	MARKER, PERMANENT, BROAD (BLACK), felt tip
52	piece	MARKER, WHITEBOARD, blue
6	piece	MARKER, WHITEBOARD, red
2	piece	MOUSE, OPTICAL, PS/2
15	piece	MOUSE, OPTICAL, USB CONNECTION TYPE, 1 unit in individual box
34	piece	MOUSE, WIRELESS (for LAPTOP)
17	piece	MOUSE PAD
74	pad	NOTEPAD, STICK-ON, 2X3, 100 sheets per pad
70	pad	NOTEPAD, STICK-ON, 3X4, 100 sheets per pad
159	box	PAPER CLIP, 50MM, 100 pieces per box or 120 grams (min.) (net of bx)
110	ream	BOOK Paper, Short (8 1/2" x 11), 80gsm
221	ream	BOOK PAPER, MULTICOPY, 80gsm, size: 216mm x 330mm (Legal)
426	ream	BOOK PAPER, MULTI-PURPOSE, 70 gsm., size: 210mm x 297mm (A4)
38	ream	BOOK PAPER, MULTI-PURPOSE, 70 gsm., (Legal)
10	box	PAPER, SPECIALTY, LONG (Pink color)
39	box	PAPER, SPECIALTY, SHORT (Green; Pink; L-Green; L-Blue; Yellow; Cream)
25	box	PENCIL, LEAD WITH ERASER, No.2, 12 pcs per box
4	piece	PRESENTER, LASER, WIRELESS

10	piece	PHILIPPINE FLAGS, 3' x 6' (standard size)
82	pack	PHOTO PAPER, glossy, A4
34	piece	PUNCHER, paper, heavy duty, with two hole guide, 1 piece/box
20	bundle	RAGS, ALL COTTON, 32 pieces per kilo per bundle
32	book	RECORD BOOK, 300 PAGES, size: 214mm x 278mm min
16	book	RECORD BOOK, 500 PAGES, size: 214mm x 278mm min
4	piece	RING BINDER, black 3"
4	piece	RING BINDER, black 2"
34	piece	RING BINDER, black 1"
36	piece	RING BINDER, black, 1/2"
26	box	RUBBER BAND, 70mm min lay flat length (#18)
25	piece	RULER, Aluminum, 12"
50	pair	SCISSORS, heavy duty (big)
18	pack	SCOURING PAD, 5 pieces per pack
431	piece	SIGN PEN, BLACK, liquid/gel ink, 0.5mm needle tip
60	piece	SIGN PEN Refill, Pilot, Blue (Hi-tech Point- V5 RT)
1,443	piece	SIGN PEN, BLUE, liquid/gel ink, 0.5mm needle tip
40	piece	SIGN PEN, Blue (0.5mm) retractable metal tip with rubber grip
84	piece	SIGN PEN, RED, liquid/gel ink, 0.5mm needle tip
152	piece	SIGN PEN, Green, liquid/gel ink, 0.5mm needle tip
11	bottle	STAMP PAD INK, purple or violet, 50ml (min.)
1	piece	STAMP PAD, FELT, bed dimension: 60mm x 100mm
16	piece	STAPLE REMOVER, PLIER TYPE
22	box	STAPLE WIRE, HEAVY DUTY, 23/13
130	box	STAPLE WIRE, STANDARD
4	unit	STAPLER, BINDER TYPE
25	piece	STAPLER, STANDARD TYPE, load cap: 200 staples min, 1 piece/box
18	pack	STICKER PAPER, LONG
16	piece	SPONGE- 3" x 4" x 1"
134	piece	STORAGE BOX w/ cover (9.5" x 10" x 15"), cardboard
4	pack	SANDO BAG, PLASTIC, Extra Large (100's/pack)
8	roll	TAPE, ELECTRICAL, 1"
58	roll	TAPE, MASKING, width: 24mm (±1mm)
86	roll	TAPE, PACKAGING, width: 48mm (±1mm)
12	piece	TAPE, DOUBLE ADHESIVE, 2"
283	pack	TOILET TISSUE PAPER 2-plys sheets, 150 pulls, 12 rolls in a pack
11	piece	TOILET BRUSH w/ handle
58	piece	TOILET DEODORANT, CAKE, small
44	roll	TRASHBAG, plastic, gusseted type, Black, 10 pcs per roll/pack, XL
120	pack	TRASH BAG, Black, 16" x 24"
10	piece	TRASH BINS, plastic w/ cover (green- 13 gals. Cap.)
8	roll	TWINE, PLASTIC, 1 kl.
877	piece	VOUCHER FILER w/ bolts, 4" (Green)
37	Cart	INK CART, BROTHER, DCP-J105- LC539XL, Black
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Cyan
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Magenta

19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Yellow
15	Cart	INK CART, CANON CL-47, BLACK
15	Cart	INK CART, CANON CL-57, COLOR
183	Cart	INK CART, EPSON C13T664100 (T6641), Black
101	Cart	INK CART, EPSON C13T664200 (T6642), Cyan
101	Cart	INK CART, EPSON C13T664300 (T6643), Magenta
101	Cart	INK CART, EPSON C13T664400 (T6644), Yellow
304	Cart	INK CART, EPSON L3110 (003), Black
143	Cart	INK CART, EPSON L3110 (003), Cyan
144	Cart	INK CART, EPSON L3110 (003), Magenta
149	Cart	INK CART, EPSON L3110 (003), Yellow
6	Cart	INK CART, HP (HP 680), BLACK
2	Cart	INK CART, HP (HP 680), COLOR
4	Toner	TONER CART, HP (HP 58A for M404 Printer), Black
50	piece	Examination Gloves
50	piece	PVC COVER, (Binding Cover) Transparent (short)
160	pad	Post-stick on "Sign Here" message flags, 1/2" x 3/4" (asstd colors)
180	pad	Post-stick on "Sign Here" message flags, 1" (asstd colors)
2	pcs	Digital Facsimile/Stamp ("Certified True Copy")
1	pcs	Digital Facsimile/Stamp ("RELEASED")
1	pcs	Digital Facsimile/Stamp ("RECEIVED")
3	btls	Ink for Self-Inking Stamp (RED)
1	unit	Desktop Computer (9th to 10th Gen., DDR4, 1TB HDD, Casing w/ 700 watts power supply)
1	unit	Desktop Monitor, 18" (LCD)
3	pcs	Digital Facsimile/Stamp ("MA. LAURA F. PAGLINAWAN")
11	unit	Uninterruptible Power Supply (UPS), 650VA
12	unit	Printer, 3 n 1 (Continuous Ink)
1	unit	Printer, 3 n 1 (Continuous Ink with WiFi)
400	pcs	Sticker for PPE (refer to sample)
400	pcs	Sticker for IT Equipment (refer to sample)
400	pcs	Sticker for Furniture and Fixture (refer to sample)
1	unit	Printer, 5 n 1 (scan, print, copy, Wifi direct, borderless printing up to 4R, Continuous Ink)
570	pcs	Certificate Holder, A4 size (Jacket type)
630	pcs	Certificate Holder, 8 1/2" x 11" size (Jacket type)
25	pcs	Certificate Frames, A4 (plastic)
7	tube	PhotoCopier Toner, Docucentre S1810
1	tube	PhotoCopier Toner, Docucentre S2320
4	tube	PhotoCopier Toner, Docucentre S2011
4	pcs	Bulb, LED, 10 watts (daylight)
20	pcs	Bulb, 36 watts (T5 - daylight)
20	pcs	LED Linear Tube, 18 watts, FRO Series
20	pcs	Bulb, LED, 9 watts
1	pcs	Thermoqun, Non-contact Laser
6	liter	Sodium Hypochloride Bleach, 1 ltr.

	<p><b>Important Note/s:</b></p> <ul style="list-style-type: none"> <li>▪ <i>Delivery shall be within Thirty (30) Calendar Days from the receipt of Notice to Proceed (NTP) of the supplier.</i></li> <li>▪ <b>To be delivered to DepEd Regional Office VIII c/o Asset Management Section</b></li> <li>▪ <i>Winning Bidder(s) must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Administrative Division – Asset Management Section (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 300-0930, E-mail address: asset.region8@deped.gov.ph.</i></li> </ul>
20	<p><b>“Post Qualification”</b></p> <p>To facilitate the post-qualification, the bidder at its option may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 20 in a separate envelope as follows:</p> <ol style="list-style-type: none"> <li>1. Latest income and business tax returns: Printed copies of the Electronically Filed Income Tax/Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/ tax year from the authorized agent bank;</li> </ol> <p>Only Tax returns filed and taxes paid through the BIR electronic Filing and Payment System (EFPS) shall be accepted.</p> <ol style="list-style-type: none"> <li>2. PhilGEPS Certificate of Membership (Platinum)</li> </ol> <p>The envelope shall be marked:</p> <p>ITB 20 Documents  Name of Project: <b>PROCUREMENT FOR THE CY 2022 GENERAL SUPPLIES TO BE USED BY THE DIFFERENT FUNCTIONAL DIVISIONS OF DEPED REGIONAL OFFICE VIII</b>  Bid Opening Date: _____  Name of Bidder: _____</p>
21.2	<b>Performance Security</b>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

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

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

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

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

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

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Department of Education Regional Office VIII, Government Center, Candahug, Palo, Leyte, In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Dr. ALEJANDRITO L. YMAN, Chief, Administrative Division.</i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>

	<p>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.</p>
	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>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.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p>

	<p>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.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The Head of the Procuring Entity (HoPE) shall allow partial payment for partial accomplishments corresponding to the percentage of goods delivered. On the other hand, liquidated damages as provided for under the IRR of RA 9184 be imposed on works beyond the specified contract period, inclusive of duly granted time extension, if any.</p>
4	<p>The inspections and tests that will be conducted are: <i>[Required during the Pre-Inspection activity for the product samples.</i></p>

## ***Section VI. Schedule of Requirements***

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

**LOCATION: Department of Education Regional Office VIII, Candahug, Palo, Leyte**

**DURATION: Thirty (30) Calendar Days, Start Date begins upon receipt of NTP.**

### **Important Note/s:**

- *Delivery shall be within Thirty (30) Calendar Days from the receipt of Notice to Proceed (NTP) of the supplier.*
- ***To be delivered to DepEd Regional Office VIII c/o Asset Management Section***
- ***Winning Bidder(s) must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Administrative Division – Asset Management Section (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 300-0930, E-mail address: asset.region8@deped.gov.ph.***

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

## Technical Specifications

QTY	UNIT	ITEM DESCRIPTION	COMPLY? (YES / NO)
53	can	AIR FRESHENER, aerosol, 280ml/150g min	
10	gals	ALCOHOL, ethyl, 68%-70%, scented, Gallon	
264	piece	BALL POINT PEN, BLACK	
670	piece	BALL POINT PEN, BLUE	
24	piece	BALL POINT PEN, RED	
81	pack	BATTERY, dry cell, AA, 2 pieces per blister pack	
24	piece	BROOM, SOFT (TAMBO), weight: 200g min tiger grass	
24	piece	BROOM, STICK (TINGTING)	
10	box	BINDER CLIP, 18mm, blk (12's/box)	
31	box	BINDER CLIP, 25mm, blk (12's/box)	
15	box	BINDER CLIP, 32mm, blk (12's/box)	
5	box	BINDER CLIP, 41mm, blk (12's/box)	
13	box	BINDER CLIP, 2", blk (12's/box)	
1	unit	Binding Machine, heavy duty	
12	can	CAR FRESHENER	
1	box	Carbon Film, long (Blue)	
64	bottle	CLEANER, TOILET BOWL AND URINAL, , 900ml-1,000ml cap	
18	piece	CLEARBOOK, A4 SIZE	
12	box	CLIP, BACKFOLD, 33MM, 12 pieces per box	
6	box	CLIP, BACKFOLD, 50MM, 12 pieces per box	
1	piece	CORKBOARD, 4' x 4' (5mm thick)	
6	box	CLIP, BACKFOLD, 55MM, 12 pieces per box	
1	unit	CPU (System Unit), Quad-Core 3.2GHz, 4th Gen., 8GB RAM, 1TB HDD	
60	bxs	CARTRIDGE RIBBON, Printronix	
11	tube	CUTTER BLADE, 10 pieces per tube, big	
17	piece	CUTTER KNIFE, big (heavy duty)	
260	piece	DATA FILE BOX, made of chipboard, with closed ends (GREEN COLOR)	
21	piece	DATA ORGANIZER w/ ring (2 holes)	
6	piece	DETERGENT BAR, 140g. (1 whole)	
111	pouch	DETERGENT POWDER, all purpose, 1kg per plastic pouch	
108	can	DISINFECTANT SPRAY, aerosol type, 400-550 grams	
166	bottle	DISHWASHING LIQUID, 500ml.	
12	piece	DUST PAN, non-rigid plastic, big	
2	piece	DUSTER, Cotton	
20	piece	ENVELOPE, EXPANDING, short, Laminated	
50	piece	ENVELOPE, EXPANDING, long, Laminated	
13	box	ENVELOPE, EXPANDING, Laminated (Green), 100's/box	
3	box	ENVELOPE, MAILING, 500 pieces per box	

<b>QTY</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>COMPLY? (YES / NO)</b>
44	piece	ERASER, PLASTIC/RUBBER	
14	unit	EXTERNAL HARD DRIVE, 1TB, 2.5"HDD, USB 3.0, 1 unit/ box	
7	piece	EXTENSION WIRE, (5 METERS), at least 3-gang	
10	gals	FABRIC CONDITIONER (Galloon)	
262	box	FASTENER, PAPER, PLASTIC/VINYL COATED	
2	piece	FLASH DRIVE, 64 GB	
37	piece	FLASH DRIVE, 32 GB capacity,1 piece in individual blister pack	
20	piece	FLASH DRIVE, 16 GB capacity,1 piece in individual blister pack	
25	piece	FOLDER, File, A4 size, pt.14	
130	piece	FOLDER, File, Legal Size, pt.14	
2	pack	FOLDER, L-TYPE, A4 SIZE, 50 pieces per pack	
50	piece	FOLDER, MOROCCO, short (blue)	
38	box	FOLDER, PRESSBOARD, size: 240mm x 370mm (-5mm), 100's/box	
5	can	FURNITURE CLEANER, aerosol, 300ml min./can	
21	piece	FLOOR MAT/RAG, COTTON	
4	bottle	GLASS CLEANER, SPRAY, BIG, 500g.	
63	jars	GLUE, all purpose, gross weight: 200 grams min	
79	btls	HANDWASHING LIQUID SOAP, 500ml.	
12	piece	Hand Towel (for Refrigerator)	
33	box	INDEX TAB, 5 sets per box	
66	can	INSECTICIDE, aerosol type, net content: 600ml min	
1	roll	LAMINATING FILM, LEGAL SIZE, 5mil. (thickness)	
12	piece	MARKER, PERMANENT, bullet type, red	
10	piece	MARKER, PERMANENT, BROAD (BLACK), felt tip	
52	piece	MARKER, WHITEBOARD, blue	
6	piece	MARKER, WHITEBOARD, red	
2	piece	MOUSE, OPTICAL, PS/2	
15	piece	MOUSE, OPTICAL, USB CONNECTION TYPE, 1 unit in individual box	
34	piece	MOUSE, WIRELESS (for LAPTOP)	
17	piece	MOUSE PAD	
74	pad	NOTEPAD, STICK-ON, 2X3, 100 sheets per pad	
70	pad	NOTEPAD, STICK-ON, 3X4, 100 sheets per pad	
159	box	PAPER CLIP, 50MM, 100 pieces per box or 120 grams (min.) (net of bx)	
110	ream	BOOK Paper, Short (8 1/2" x 11), 80gsm	
221	ream	BOOK PAPER, MULTICOPY, 80gsm, size: 216mm x 330mm (Legal)	
426	ream	BOOK PAPER, MULTI-PURPOSE, 70 gsm., size: 210mm x 297mm (A4)	
38	ream	BOOK PAPER, MULTI-PURPOSE, 70 gsm., (Legal)	
10	box	PAPER, SPECIALTY, LONG (Pink color)	
39	box	PAPER, SPECIALTY, SHORT (Green; Pink; L-Green; L-Blue; Yellow; Cream)	
25	box	PENCIL, LEAD WITH ERASER, No.2, 12 pcs per box	
4	piece	PRESENTER, LASER, WIRELESS	

<b>QTY</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>COMPLY? (YES / NO)</b>
10	piece	PHILIPPINE FLAGS, 3' x 6' (standard size)	
82	pack	PHOTO PAPER, glossy, A4	
34	piece	PUNCHER, paper, heavy duty, with two hole guide, 1 piece/ box	
20	bundle	RAGS, ALL COTTON, 32 pieces per kilo per bundle	
32	book	RECORD BOOK, 300 PAGES, size: 214mm x 278mm min	
16	book	RECORD BOOK, 500 PAGES, size: 214mm x 278mm min	
4	piece	RING BINDER, black 3"	
4	piece	RING BINDER, black 2"	
34	piece	RING BINDER, black 1"	
36	piece	RING BINDER, black, 1/2"	
26	box	RUBBER BAND, 70mm min lay flat length (#18)	
25	piece	RULER, Aluminum, 12"	
50	pair	SCISSORS, heavy duty (big)	
18	pack	SCOURING PAD, 5 pieces per pack	
431	piece	SIGN PEN, BLACK, liquid/gel ink, 0.5mm needle tip	
60	piece	SIGN PEN Refill, Pilot, Blue (Hi-tech Point- V5 RT)	
1,443	piece	SIGN PEN, BLUE, liquid/gel ink, 0.5mm needle tip	
40	piece	SIGN PEN, Blue (0.5mm) retractable metal tip with rubber grip	
84	piece	SIGN PEN, RED, liquid/gel ink, 0.5mm needle tip	
152	piece	SIGN PEN, Green, liquid/gel ink, 0.5mm needle tip	
11	bottle	STAMP PAD INK, purple or violet, 50ml (min.)	
1	piece	STAMP PAD, FELT, bed dimension: 60mm x 100mm	
16	piece	STAPLE REMOVER, PLIER TYPE	
22	box	STAPLE WIRE, HEAVY DUTY, 23/13	
130	box	STAPLE WIRE, STANDARD	
4	unit	STAPLER, BINDER TYPE	
25	piece	STAPLER, STANDARD TYPE, load cap: 200 staples min, 1 piece/box	
18	pack	STICKER PAPER, LONG	
16	piece	SPONGE- 3" x 4" x 1"	
134	piece	STORAGE BOX w/ cover (9.5" x 10" x 15"), cardboard	
4	pack	SANDO BAG, PLASTIC, Extra Large (100's/pack)	
8	roll	TAPE, ELECTRICAL, 1"	
58	roll	TAPE, MASKING, width: 24mm (±1mm)	
86	roll	TAPE, PACKAGING, width: 48mm (±1mm)	
12	piece	TAPE, DOUBLE ADHESIVE, 2"	
283	pack	TOILET TISSUE PAPER 2-plys sheets, 150 pulls, 12 rolls in a pack	
11	piece	TOILET BRUSH w/ handle	
58	piece	TOILET DEODORANT, CAKE, small	
44	roll	TRASHBAG, plastic, gusseted type, Black, 10 pcs per roll/pack, XL	
120	pack	TRASH BAG, Black, 16" x 24"	
10	piece	TRASH BINS, plastic w/ cover (green- 13 gals. Cap.)	
8	roll	TWINE, PLASTIC, 1 kl.	

QTY	UNIT	ITEM DESCRIPTION	COMPLY? (YES / NO)
877	piece	VOUCHER FILER w/ bolts, 4" (Green)	
37	Cart	INK CART, BROTHER, DCP-J105- LC539XL, Black	
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Cyan	
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Magenta	
19	Cart	INK CART, BROTHER, DCP-J105- LC535XL, Yellow	
15	Cart	INK CART, CANON CL-47, BLACK	
15	Cart	INK CART, CANON CL-57, COLOR	
183	Cart	INK CART, EPSON C13T664100 (T6641), Black	
101	Cart	INK CART, EPSON C13T664200 (T6642), Cyan	
101	Cart	INK CART, EPSON C13T664300 (T6643), Magenta	
101	Cart	INK CART, EPSON C13T664400 (T6644), Yellow	
304	Cart	INK CART, EPSON L3110 (003), Black	
143	Cart	INK CART, EPSON L3110 (003), Cyan	
144	Cart	INK CART, EPSON L3110 (003), Magenta	
149	Cart	INK CART, EPSON L3110 (003), Yellow	
6	Cart	INK CART, HP (HP 680), BLACK	
2	Cart	INK CART, HP (HP 680), COLOR	
4	Toner	TONER CART, HP (HP 58A for M404 Printer), Black	
50	piece	Examination Gloves	
50	piece	PVC COVER, (Binding Cover) Transparent (short)	
160	pad	Post-stick on "Sign Here" message flags, 1/2" x 3/4" (asstd colors)	
180	pad	Post-stick on "Sign Here" message flags, 1" (asstd colors)	
2	pcs	Digital Facsimile/Stamp ("Certified True Copy")	
1	pcs	Digital Facsimile/Stamp ("RELEASED")	
1	pcs	Digital Facsimile/Stamp ("RECEIVED")	
3	btls	Ink for Self-Inking Stamp (RED)	
1	unit	Desktop Computer (9th to 10th Gen., DDR4, 1TB HDD, Casing w/ 700 watts power supply)	
1	unit	Desktop Monitor, 18" (LCD)	
3	pcs	Digital Facsimile/Stamp ("MA. LAURA F. PAGLINAWAN")	
11	unit	Uninterruptible Power Supply (UPS), 650VA	
12	unit	Printer, 3 n 1 (Continuous Ink)	
1	unit	Printer, 3 n 1 (Continuous Ink with WiFi)	
400	pcs	Sticker for PPE (refer to sample)	
400	pcs	Sticker for IT Equipment (refer to sample)	
400	pcs	Sticker for Furniture and Fixture (refer to sample)	
1	unit	Printer, 5 n 1 (scan, print, copy, Wifi direct, borderless printing up to 4R, Continuous Ink)	
570	pcs	Certificate Holder, A4 size (Jacket type)	
630	pcs	Certificate Holder, 8 1/2" x 11" size (Jacket type)	
25	pcs	Certificate Frames, A4 (plastic)	
7	tube	PhotoCopier Toner, Docucentre S1810	
1	tube	PhotoCopier Toner, Docucentre S2320	
4	tube	PhotoCopier Toner, Docucentre S2011	

QTY	UNIT	ITEM DESCRIPTION	COMPLY? (YES / NO)
4	pcs	Bulb, LED, 10 watts (daylight)	
20	pcs	Bulb, 36 watts (T5 - daylight)	
20	pcs	LED Linear Tube, 18 watts, FRO Series	
20	pcs	Bulb, LED, 9 watts	
1	pcs	Thermogun, Non-contact Laser	
6	liter	Sodium Hypochloride Bleach, 1 ltr.	
<b>TOTAL</b>			

**Important Note/s:**

- *Delivery shall be within Thirty (30) Calendar Days from the receipt of Notice to Proceed (NTP) of the supplier;*
- ***To be delivered to DepEd Regional Office VIII c/o Asset Management Section;***
- *Winning Bidder(s) must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Administrative Division – Asset Management Section (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 300-0930, E-mail address: asset.region8@deped.gov.ph.*

*I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.*

*Name of Bidder* : \_\_\_\_\_

*Name of Authorized Representative* : \_\_\_\_\_

*Signature of Authorized Representative* : \_\_\_\_\_

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. CONTENTS OF BID PROPOSAL

- One (1) sealed envelope marked “ORIGINAL Technical & Financial components”
- One (1) sealed envelope marked "COPY-1 of Technical & Financial components"
- One (1) sealed envelope marked "COPY-2 of Technical & Financial components"

## II. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);  
**or**

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

***Class “B” Documents***

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

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

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

**III. FINANCIAL COMPONENT ENVELOPE**

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

# *Annex - Bidding Forms*

(GOODS)

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## Bid Form

---

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

Invitation to Bid<sup>2</sup> N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:<sup>3</sup>

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 as per **ITB** Clause 14 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder*, has the full power

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<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**For Goods Offered From Abroad**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>4</sup> Number \_\_\_\_ Page \_\_\_\_ of \_\_\_\_\_

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>4</sup> If ADB, JICA and WB funded projects, use IFB.

**For Goods Offered From Within the Philippines**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>5</sup> Number \_\_\_\_ Page of \_\_\_\_.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>5</sup> If ADB, JICA and WB funded projects, use IFB.

## Contract Agreement Form

---

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## Omnibus Sworn Statement

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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;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

## BID SECURING DECLARATION FORM

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**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_) S.S.**

X-----X

### **BID SECURING DECLARATION** **Invitation to Bid: [Insert Reference number]**

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

I/We<sup>6</sup>, 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 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 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;
  - (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.

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<sup>6</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S AUTHORIZED REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

