

DEPARTMENT OF AGRICULTURE

Regional Field Office No. 5
San Agustin, Pili, Camarines Sur 4418



**Supply & delivery of Various Office Supplies and
Other Supplies under Special Area for Agricultural
Development (SAAD) for FY2024 (*per lot basis*)**

2024-SP-13

ABC- P2,018,470.00

Sixth Edition

April 24, 2024

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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



INVITATION TO BID

Supply & delivery of Various Office Supplies and Other Supplies under Special Area for Agricultural Development (SAAD) for FY2024 (*per lot basis*)

- The *Department of Agriculture Regional Field Office No. 5 (DA RFO 5)*, through the General Appropriations Act (GAA) for FY 2024- SAAD intends to apply the sum of **Two Million Eighteen Thousand Four Hundred Seventy Pesos (Php2,018,470.00)** being the **total ABC** to payments under the contract for **ITB No. 2024-SP-13** as follows:

Description	ABC (Php) (inclusive of VAT)	Funding Source
Lot 1 – Various Office Supplies	P820,080.00	GAA- SAAD
Lot 2 – Various Other Supplies	1,198,390.00	
Total	P2,018,470.00	

Bids received in excess of the ABC shall be automatically rejected at bid opening.
Partial bid is allowed.

- The *Department of Agriculture Regional Field Office No. 5* now invites bids for the following:

Description	Location of Project	Particulars					Delivery of the Goods
		QTY	UNIT	PARTICULARS	UNIT PRICE	TOTAL	
Lot 1 – Various Office Supplies	DA RFO 5	185	boxes	Fastener Metal	105.00	19,425.00	30cd upon receipt of NTP
		200	packs	Heavy Duty Plastic Paper File Fastener, long, double lock, 5 pcs/pack	30.00	6,000.00	
		135	rolls	Transparent Tape, 1"	25.00	3,375.00	
		200	pcs	Correction Tape, 72m	15.00	3,000.00	
		50	rolls	Double Sided Tape Tissue, 18mm x 5m, big	65.00	3,250.00	
		100	pads	Sticky Note, 1x3, 3 colors	20.00	2,000.00	
		113	pads	Sticky Note, 3x3, 400 sheets, assorted colors	50.00	5,650.00	
		100	pads	Sticky Note, 3x5, 400 sheets, assorted colors	65.00	6,500.00	
		100	pads	Sticky Yellow Lined Pads, 4x4, 90 sheets	65.00	6,500.00	
		560	boxes	Multicopy S-24, A4 Bond Paper, 5 reams/bos	1,000.00	560,000.00	

		200	pcs	Expanding Long Folder, assorted colors	40.00	8,000.00	
		400	pcs	Expanding Long Folder, assorted colors	35.00	14,000.00	
		50	boxes	Pencil with Eraser, No. 2, 12pcs/box	180.00	9,000.00	
		50	boxes	Pencil with Eraser, No. 1, 12pcs/box	180.00	9,000.00	
		35	pcs	Tape Dispenser, 1'inch	450.00	15,750.00	
		6	pcs	Puncher, Single Hole Punch with Receptacle to collect paper dots	55.00	330.00	
		25	boxes	Signpen 0.5, black, 12 pcs/box	1,350.00	33,750.00	
		25	boxes	Signpen 0.5, blue, 12 pcs/box	1,350.00	33,750.00	
		24	boxes	Signpen 0.7, black, 12 pcs/box	1,450.00	34,800.00	
		30	boxes	Signpen 0.7, blue, 12 pcs/box	1,450.00	43,500.00	
		50	pcs	Reusable Portable Stapler Push Clamp with 50 clips	50.00	2,500.00	
		TOTAL FOR LOT 1				820,080.00	
Lot 2 – Various Other Supplies	DA RFO 5	QTY	UNIT	PARTICULARS	UNIT PRICE	TOTAL	
		6	pcs	Wall Clock	200.00	1,200.00	
		25	pcs	Office Chair Floor Mat	800.00	20,000.00	
		30	pcs	Desktop Organizer	300.00	9,000.00	
		6	pcs	Casserole, Ceramic, Induction Compatible, Non-Stick, 24cm	2,500.00	15,000.00	
		6	pcs	Casserole, Stainless Steel, Induction Compatible, 24cm	3,000.00	18,000.00	
		6	pcs	Wok, Ceramic, Induction Compatible, 30cm	2,500.00	15,000.00	
		6	pcs	Saute Pan, Stainless Steel, Induction Compatible, 26cm	3,000.00	18,000.00	
		6	sets	Kitchen Knife Set	5,000.00	30,000.00	
		6	sets	Kitchen Tools Set	1,500.00	9,000.00	
		6	pcs	Pressure Cooker	6,000.00	36,000.00	
		5	pcs	Whistling Kettle	900.00	4,500.00	
		6	pcs	Can Opener, Multi-function	600.00	3,600.00	
		6	pcs	Chopping Board	800.00	4,800.00	
		10	pcs	Y-Peeler	180.00	1,800.00	
		10	pcs	Potato Peeler, Stainless	375.00	3,750.00	
		10	pcs	Basic Peeler	250.00	2,500.00	
		10	pcs	Grater	350.00	3,500.00	
		6	pcs	Whisk Blender	600.00	3,600.00	
		10	pcs	Kitchen Scissors, Stainless	300.00	3,000.00	
		10	pcs	Multi-purpose Tong	200.00	2,000.00	
		12	pcs	Mixing Bowl, High Grade Stainless Steel, 28cm	580.00	6,960.00	
		12	pcs	Soup Ladle, Stainless Steel	500.00	6,000.00	
		12	pcs	Cooking Spoon, Stainless Steel	500.00	6,000.00	
12	pcs	Glass Jug Pitcher, 1L	280.00	3,360.00			
6	pcs	Cleaver Knife, High Grade Stainless Steel, 7m	950.00	5,700.00			

8	pcs	Thermal Carafe, Stainless Steel, 1.8L	1,000.00	8,000.00
35	pcs	Airtight Food Container, 16x16x16	300.00	10,500.00
100	packs	Interfolded Tissue Paper, 2 ply, 175 sheets	120.00	12,000.00
6	pcs	Measuring Tape, Steel, 10m	200.00	1,200.00
10	pcs	Dish Drainer Storage Rack	800.00	8,000.00
10	pcs	Moving Rack Kitchen Storage w/ wheels, 4 layers	500.00	5,000.00
12	pcs	Soap Dish Rack	50.00	600.00
45	pcs	Kitchen Sponge	30.00	1,350.00
42	bots	Fabric Conditioner, 800ml	210.00	8,820.00
35	pcs	Tornado Mop with 1 Microfiber Mop head	2,650.00	92,750.00
15	sets	Condiment Canister, 3 pcs/set, Glass	400.00	6,000.00
30	pcs	Resealable Bag, Ziplock, 6.3x5.5"	120.00	3,600.00
30	pcs	Resealable Bag, Ziplock, 7x7 3/4"	130.00	3,900.00
30	pcs	Resealable Bag, Ziplock, 10.6x11"	150.00	4,500.00
24	boxes	Cup & Saucer Set with Stand, 4pcs/box	1,400.00	33,600.00
75	pcs	Plates, Melamine Ware	50.00	3,750.00
450	boxes	Facial Tissue, 2 ply, 150 pulls	650.00	292,500.00
76	pcs	Restroom Deodorizer, 100grams	50.00	3,800.00
75	bots	Thick Bleach Toilet Cleanser, 900ml	250.00	18,750.00
25	pcs	Toilet Brush with Handle	100.00	2,500.00
50	bots	Disinfectant Spray, 340grams	400.00	20,000.00
100	bots	Multi-Insect Killer Spray, water-based, 500ml	400.00	40,000.00
VARIOUS KITCHEN UTENSILS and STORAGE AND PACKAGING SUPPLIES				
33	pcs	Basin (Stainless Steel; Diam: 40 cm)	250.00	8,250.00
33	pcs	Basin (Stainless Steel; Diam: 30 cm)	200.00	6,600.00
11	pcs	Canning Jar Rack, Stainless Steel	300.00	3,300.00
11	pcs	Canning Jar Clamp, SS	300.00	3,300.00
22	pcs	Casserole with Cover (Stainless Steel; 36 cm Diam)	1500.00	33,000.00
22	pcs	Casserole with Cover (Stainless Steel; 28 cm Diam)	1000.00	22,000.00
22	pcs	Colander (Stainless Steel; 12 inches diam.)	300.00	6,600.00
22	pcs	Chopping Board (Thick Size; 34x23 cm (LxW)	300.00	6,600.00
22	pcs	Flat Ladle (Stainless Steel; 40	250.00	5,500.00

		cm Long)		
11	pcs	Kaldero Boiler (Heavy Duty)	1,600.00	17,600.00
11	pcs	Kaldero Boiler Medium	1,000.00	11,000.00
22	pcs	Kitchen Knife (30 cm Long)	250.00	5,500.00
22	pcs	Kitchen Scissor (20 cm Long)	150.00	3,300.00
55	sets	Llanera for Leche Flan (Size: Medium and large -12 pcs/set)	400.00	22,000.00
33	pcs	Mixing Bowl (-Stainless Steel; 28x15 cm (Diam x H)	300.00	9,900.00
33	pcs	Mixing Bowl (Stainless Steel; 24x13 cm. (Diam x H)	250.00	8,250.00
33	pcs	Mixing Bowl (Stainless Steel; 20x11.5 cm (Diam x H)	200.00	6,600.00
22	sets	Measuring Spoons Set (Plastic)	100.00	2,200.00
22	sets	Measuring Cups Set (Plastic)	200.00	4,400.00
55	sets	Puto Molder (Diameter: 7.5 cm; 12 pcs/set)	80.00	4,400.00
55	sets	Puto Molder (Diameter: 5.5 cm; 12 pcs/set)	60.00	3,300.00
11	pcs	Rolling Pin (Wood; 29.5x5.5 cm (LxW)	200.00	2,200.00
22	pcs	Rubber Spatula (13.5 in. Long)	200.00	4,400.00
11	sets	Stock Pot Set (4 pcs: 24 cm, 26 cm, 28 cm, 30 cm Diameter)	2,000.00	22,000.00
22	pcs	Strainer with Handle (Stainless Steel; Diam: 20 cm)	200.00	4,400.00
22	pcs	Tongs (30 cm Long)	150.00	3,300.00
33	pcs	Tray (Stainless Steel; 26x18 in. (LxW))	300.00	9,900.00
11	pcs	Wire Whisk (Stainless Steel; 18 in. Long)	300.00	3,300.00
11	pcs	Wok -Kawa (Capacity: 9 kg)	1,700.00	18,700.00
11	pcs	Wok - Kawa (Capacity: 2 kg)	1,200.00	13,200.00
22	pcs	Storage Box 50 Liters	500.00	11,000.00
11	pcs	Storage Box 95 Liters	1,000.00	11,000.00
22	pcs	Rice/Flour Bin	200.00	4,400.00
22	bots	Bottles Straight Side Wide Mouth Jar, Black Cap 120ml(24 btls/box)	500.00	11,000.00
22	pcs	Pail with Cover, Durable 12 Liters	185.00	4,070.00
22	pcs	Pail with Cover, Durable 20 Liters	450.00	9,900.00
550	pcs	Clam Shell Container Rectangle (pcs)	10.00	5,500.00
550	pcs	Clam Shell Container Round (pcs)	20.00	11,000.00
22	bundl es	Plastic Egg Tray 6's (50 pcs/bundle)	400.00	8,800.00
22	bundl es	Plastic Egg Tray 12's (50 pcs/bundle)	550.00	12,100.00
12	packs	Food Vacuum Sealer Packaging	400.00	4,800.00

			(freezer,boil and microwave safe)15x20 cm, 100 sheets/ pack		
	12	packs	Food Vacuum Sealer Bag/Packaging (freezer, boil and microwave safe) 17x25cm, 100 sheets/ pack	450.00	5,400.00
	11	rolls	Aluminum Foil Jumbo Roll, good quality 12x 300 meter	700.00	7,700.00
	20	pcs	Food Canister 4.0 Liters	166.50	3,330.00
TOTAL FOR LOT 2					1,198,390.00

Bidders should have completed, within **Two (2) 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).

- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- Prospective Bidders may obtain further information from **DA RFO 5, BAC Secretariat Office, San Agustin, Pili, Camarines Sur** and inspect the Bidding Documents at the address given below during **Mondays – Fridays, 8:00 AM to 5:00 PM except for Holidays, Saturdays and Sundays**.
- A complete set of Bidding Documents may be acquired by interested Bidders on **April 24 – May 17, 2024 (09:00AM)** from the given address and website(s)below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The cost of the bidding document shall be on per lot basis. Should the prospective bidder participate in two (2) or more items, the cost of the bidding documents shall be based on the sum of the ABCs of the items to be bid:

DESCRIPTION	AMOUNT (in PhP)	Cost/Price of Bid Documents (cash payment only) (Php)
Lot 1 – Various Office Supplies	P820,080.00	1,000.00
Lot 2 – Various Other Supplies	1,198,390.00	5,000.00
Total	P2,018,470.00	P5,000.00 (for both lots)

The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The **DA RFO 5** will hold a Pre-Bid Conference on **May 03, 2024; 10AM** at 2nd Flr. Adriano Hall, Admin Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **May 17, 2024; 09:00AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 17, 2024; 10AM** onwards at the given address below 2nd Flr. Adriano Hall, Admin Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. In case of a tie Bid, the BAC will conduct the Guidelines on the Use of Non-Discretionary/Non-Discriminatory Selection criteria as Tie-Breaking Method thru DRAW LOTS in case of two or more Bidders have been post-qualified determined as the bidder having the Lowest calculated and Responsive Bidder (LCRB) (GPPB Circular No. 06-2005).
11. The **DA RFO 5** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

BAC Secretariat Office

Department of Agriculture, Regional Field Office No. 5

San Agustin, Pili, Camarines Sur 4418

Email Address: bacrfo5@gmail.com

For downloading of Bidding Documents: www.dabicol.gov.ph

22 April, 2024, San Agustin, Pili, Camarines Sur

LORENZO L. ALVINA

Chief, ILD

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Agriculture Regional Field Office No. 5* wishes to receive Bids for the **Supply & delivery of Various Office Supplies and Other Supplies under Special Area for Agricultural Development (SAAD) for FY2024 (per lot basis)** with identification number **2024-SP-13**.

The Procurement Project (referred to herein as “Project”) is composed of **Two (2) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below **General Appropriations Act (GAA) for FY 2024- SAAD** in the amount of **Two Million Eighteen Thousand Four Hundred Seventy Pesos (Php2,018,470.00)**.

- a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project. (B)
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least **twenty-five percent (25%) of the ABC per lot in the amount of Lot 1 – Php205,020.00 and Lot 2 – P299,597.50 or (25%) of the total ABC in the amount of P504,617.50.**
- 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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **DA RFO 5, San Agustin, Pili, Camarines Sur** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **TWO (2) YEARS** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

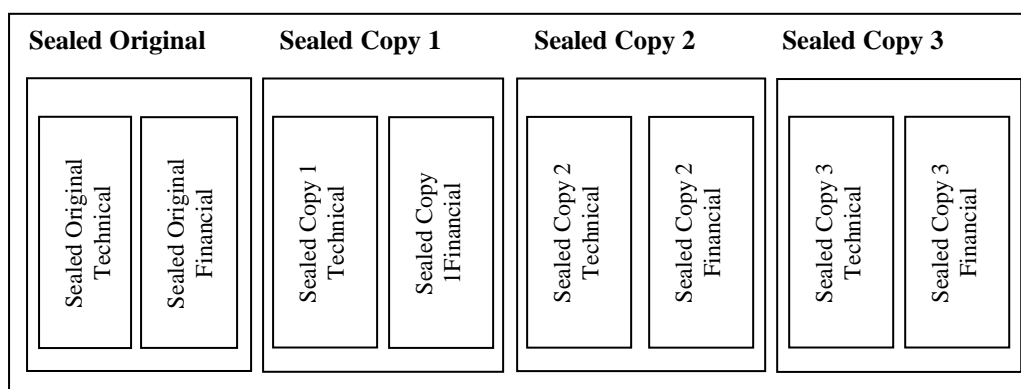
14.2. The Bid and bid security shall be valid until **September 14, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional three (3) hard copies of the bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

Sealed Original, Copy 1, Copy 2& 3 in one (1) Single Envelope



All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

Additional instructions: All copies must be marked with index/ear tabs or side-end tabs to identify the page components and shall be properly addressed to the **BAC Chairperson**.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>Lot 1 – Office Supplies</i> <i>Lot 2 – Other Supplies</i></p> <p style="margin-left: 80px;">Note: Should the bidder bids for aggregated lots, the SLCC is for the lot with the highest ABC</p> <p style="margin-left: 40px;">b. completed within <i>Two (2) years</i> prior to the deadline for the submission and receipt of bids.</p>								
7.1	No further instruction								
12	The price of the Goods shall be quoted DDP DA RFO 5, SAN AGUSTIN, PILI, CAMARINES SUR 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> <p style="margin-left: 40px;">a. The amount of not less than <i>Lot 1 - Php 16,401.60 and Lot 2- 23,967.80</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>Lot 1 - Php 41,004.00 and Lot 2- 59,919.50</i> if bid security is in Surety Bond.</p>								
19.3	<p>Partial bid is allowed. Composed of Two (2) lots.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th style="padding: 5px;">Description</th> <th style="padding: 5px;">ABC (Php) (inclusive of VAT)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Lot 1 – Various Office Supplies</td> <td style="padding: 5px;">P820,080.00</td> </tr> <tr> <td style="padding: 5px;">Lot 2 – Various Other Supplies</td> <td style="padding: 5px;">1,198,390.00</td> </tr> <tr> <td style="padding: 5px;">Total</td> <td style="padding: 5px;">P2,018,470.00</td> </tr> </tbody> </table>	Description	ABC (Php) (inclusive of VAT)	Lot 1 – Various Office Supplies	P820,080.00	Lot 2 – Various Other Supplies	1,198,390.00	Total	P2,018,470.00
Description	ABC (Php) (inclusive of VAT)								
Lot 1 – Various Office Supplies	P820,080.00								
Lot 2 – Various Other Supplies	1,198,390.00								
Total	P2,018,470.00								
20.2	<p>The bidder shall submit:</p> <p style="margin-left: 40px;">a. Certificate of Availability of Stocks (Applicable for both lots)</p> <p style="margin-left: 40px;">b. Certificate of Authority to Supply and to Bid from the Source (Applicable for both lots)</p> <p style="margin-left: 40px;">c. Pictures of product being offered (Applicable for both lots)</p> <p style="margin-left: 40px;">d. BIR Registration</p> <p style="margin-left: 40px;">e. Latest Income Tax Return</p> <p style="margin-left: 40px;">f. Latest VAT Payment</p>								

	<ul style="list-style-type: none"> g. Performance Evaluation Report (at least very satisfactory) of Single Largest Completed Contract (SLCC) duly signed by the end-user with the approval of the Director or RTD for government contract and with the approval of the highest-ranking official for private contract h. Attachment of SLCC [Notice of Award, Contract or PO, Notice to Proceed and Inspection and Acceptance (COA Form) (if government), For Private Contract: Contract/PO and Delivery Receipt with Proof of Acceptance] i. Other requirements peculiar to the procurement project under consideration
21.2	<i>No further instruction</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to DA RFO 5, Pili, Camarines Sur. 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 Ms. Cris Borja, Property Officer</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods f. <i>[Specify additional incidental service requirements, as needed.]</i> <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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications,</p>

and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

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

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

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

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

Packaging –

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

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

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

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

	<p>Any special handling instructions Any relevant HAZCHEM classifications</p>
	<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>Transportation –</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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be full payment after completion of the delivery duly inspected by the inspector and by Focal Person or its representative.
4	The inspections that will be conducted are based on the minimum specifications required as indicated in the Technical Specifications.

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Various Office Supplies	1 Lot	820,080.00	30cd upon receipt of NTP
2	Various Other Supplies	1 Lot	1,198,390.00	30cd upon receipt of NTP

DELIVERY SITE:

Lot 1 & 2 - DA RFO 5, Pili, Camarines Sur

I hereby commit to comply and deliver all the above requirements in accordance with above stated schedule.

Signature over Printed Name of Authorized Representative

Date: _____

Section VII. Technical Specifications

Technical Specifications

QTY	Specification	Statement of Compliance																		
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>																		
Lot 1 – Various Office Supplies																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">185</td> <td style="width: 10%;">boxes</td> <td style="width: 80%;">Fastener Metal</td> </tr> <tr> <td style="text-align: center;">200</td> <td>packs</td> <td>Heavy Duty Plastic Paper File Fastener, long, double lock, 5 pcs/pack</td> </tr> <tr> <td style="text-align: center;">135</td> <td>rolls</td> <td>Transparent Tape, 1"</td> </tr> <tr> <td style="text-align: center;">200</td> <td>pcs</td> <td>Correction Tape, 72m</td> </tr> <tr> <td style="text-align: center;">50</td> <td>rolls</td> <td>Double Sided Tape Tissue, 18mm x 5m, big</td> </tr> <tr> <td style="text-align: center;">100</td> <td>pads</td> <td>Sticky Note, 1x3, 3</td> </tr> </table>	185	boxes	Fastener Metal	200	packs	Heavy Duty Plastic Paper File Fastener, long, double lock, 5 pcs/pack	135	rolls	Transparent Tape, 1"	200	pcs	Correction Tape, 72m	50	rolls	Double Sided Tape Tissue, 18mm x 5m, big	100	pads	Sticky Note, 1x3, 3	
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			colors
113	pads		Sticky Note, 3x3, 400 sheets, assorted colors
100	pads		Sticky Note, 3x5, 400 sheets, assorted colors
100	pads		Sticky Yellow Lined Pads, 4x4, 90 sheets
560	boxes		Multicopy S-24, A4 Bond Paper, 5 reams/bos
200	pcs		Expanding Long Folder, assorted colors
400	pcs		Expanding Long Folder, assorted colors
50	boxes		Pencil with Eraser, No. 2, 12pcs/box
50	boxes		Pencil with Eraser, No. 1, 12pcs/box
35	pcs		Tape Dispenser, 1'inch
6	pcs		Puncher, Single Hole Punch with Receptacle to collect paper dots
25	boxes		Signpen 0.5, black, 12 pcs/box
25	boxes		Signpen 0.5, blue, 12 pcs/box
24	boxes		Signpen 0.7, black, 12 pcs/box
30	boxes		Signpen 0.7, blue, 12 pcs/box
50	pcs		Reusable Portable Stapler Push Clamp with 50 clips

Lot 2 - Various Other Supplies

	6	pcs	Wall Clock
	25	pcs	Office Chair Floor Mat
	30	pcs	Desktop Organizer
	6	pcs	Casserole, Ceramic, Induction Compatible, Non-Stick, 24cm
	6	pcs	Casserole, Stainless Steel, Induction Compatible, 24cm
	6	pcs	Wok, Ceramic, Induction Compatible, 30cm
	6	pcs	Saute Pan, Stainless Steel, Induction Compatible, 26cm
	6	sets	Kitchen Knife Set
	6	sets	Kitchen Tools Set
	6	pcs	Pressure Cooker
	5	pcs	Whistling Kettle
	6	pcs	Can Opener, Multi-

		function
6	pcs	Chopping Board
10	pcs	Y-Peeler
10	pcs	Potato Peeler, Stainless
10	pcs	Basic Peeler
10	pcs	Grater
6	pcs	Whisk Blender
10	pcs	Kitchen Scissors, Stainless
10	pcs	Multi-purpose Tong
12	pcs	Mixing Bowl, High Grade Stainless Steel, 28cm
12	pcs	Soup Ladle, Stainless Steel
12	pcs	Cooking Spoon, Stainless Steel
12	pcs	Glass Jug Pitcher, 1L
6	pcs	Cleaver Knife, High Grade Stainless Steel, 7m
8	pcs	Thermal Carafe, Stainless Steel, 1.8L
35	pcs	Airtight Food Container, 16x16x16
100	packs	Interfolded Tissue Paper, 2 ply, 175 sheets
6	pcs	Measuring Tape, Steel, 10m
10	pcs	Dish Drainer Storage Rack
10	pcs	Moving Rack Kitchen Storage w/ wheels, 4 layers
12	pcs	Soap Dish Rack
45	pcs	Kitchen Sponge
42	bots	Fabric Conditioner, 800ml
35	pcs	Tornado Mop with 1 Microfiber Mop head
15	sets	Condiment Canister, 3 pcs/set, Glass
30	pcs	Resealable Bag, Ziplock, 6.3x5.5"
30	pcs	Resealable Bag, Ziplock, 7x7 3/4"
30	pcs	Resealable Bag, Ziplock, 10.6x11"
24	boxes	Cup & Saucer Set with Stand, 4pcs/box
75	pcs	Plates, Melamine Ware
450	boxes	Facial Tissue, 2 ply, 150 pulls
76	pcs	Restroom Deodorizer,

		100grams
75	bots	Thick Bleach Toilet Cleanser, 900ml
25	pcs	Toilet Brush with Handle
50	bots	Disinfectant Spray, 340grams
100	bots	Multi-Insect Killer Spray, water-based, 500ml
VARIOUS KITCHEN UTENSILS and STORAGE AND PACKAGING SUPPLIES		
33	pcs	Basin (Stainless Steel; Diam: 40 cm)
33	pcs	Basin (Stainless Steel; Diam: 30 cm)
11	pcs	Canning Jar Rack, Stainless Steel
11	pcs	Canning Jar Clamp, SS
22	pcs	Casserole with Cover (Stainless Steel; 36 cm Diam)
22	pcs	Casserole with Cover (Stainless Steel; 28 cm Diam)
22	pcs	Colander (Stainless Steel; 12 inches diam.)
22	pcs	Chopping Board (Thick Size; 34x23 cm (LxW)
22	pcs	Flat Ladle (Stainless Steel; 40 cm Long)
11	pcs	Kaldero Boiler (Heavy Duty)
11	pcs	Kaldero Boiler Medium
22	pcs	Kitchen Knife (30 cm Long)
22	pcs	Kitchen Scissor (20 cm Long)
55	sets	Llanera for Leche Flan (Size: Medium and large -12 pcs/set)
33	pcs	Mixing Bowl (-Stainless Steel; 28x15 cm (Diam x H)
33	pcs	Mixing Bowl (Stainless Steel; 24x13 cm. (Diam x H)
33	pcs	Mixing BowL (Stainless Steel; 20x11.5 cm (Diam x H)
22	sets	Measuring Spoons Set (Plastic)
22	sets	Measuring Cups Set (Plastic)

55	sets	Puto Molder (Diameter: 7.5 cm; 12 pcs/set)
55	sets	Puto Molder (Diameter: 5.5 cm; 12 pcs/set)
11	pcs	Rolling Pin (Wood; 29.5x5.5 cm (LxW))
22	pcs	Rubber Spatula (13.5 in. Long)
11	sets	Stock Pot Set (4 pcs: 24 cm, 26 cm, 28 cm, 30 cm Diameter)
22	pcs	Strainer with Handle (Stainless Steel; Diam: 20 cm)
22	pcs	Tongs (30 cm Long)
33	pcs	Tray (Stainless Steel; 26x18 in. (LxW))
11	pcs	Wire Whisk (Stainless Steel; 18 in. Long)
11	pcs	Wok -Kawa (Capacity: 9 kg)
11	pcs	Wok - Kawa (Capacity: 2 kg)
22	pcs	Storage Box 50 Liters
11	pcs	Storage Box 95 Liters
22	pcs	Rice/Flour Bin
22	bots	Bottles Straight Side Wide Mouth Jar, Black Cap 120ml(24 btls/box)
22	pcs	Pail with Cover, Durable 12 Liters
22	pcs	Pail with Cover, Durable 20 Liters
550	pcs	Clam Shell Container Rectangle (pcs)
550	pcs	Clam Shell Container Round (pcs)
22	bundl es	Plastic Egg Tray 6's (50 pcs/bundle)
22	bundl es	Plastic Egg Tray 12's (50 pcs/bundle)
12	packs	Food Vacuum Sealer Packaging (freezer,boil and microwave safe)15x20 cm, 100 sheets/ pack
12	packs	Food Vacuum Sealer Bag/Packaging (freezer, boil and microwave safe) 17x25cm, 100 sheets/ pack
11	rolls	Aluminum Foil Jumbo Roll, good quality 12x

			300 meter	
	20	pcs	Food Canister 4.0 Liters	
a. Certificate of Availability of Stocks (Applicable for both lots) b. Certificate of Authority to Supply and to Bid from the Source (Applicable for both lots) c. Pictures of product being offered (Applicable for both lots)				
*Bidder/s may attach the above mentioned documents but not be a ground for disqualification during the bid opening.				

I hereby commit to comply and deliver all the above requirements in accordance with above technical specifications.

Signature over Printed Name of Authorized Representative

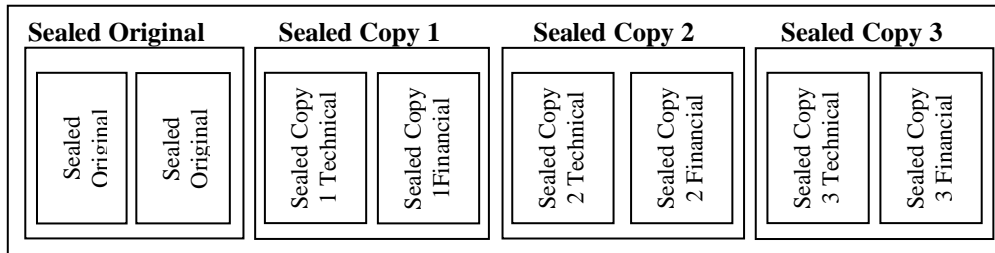
Date: _____

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

Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional three (3) hard copies of the bid.

Sealed Original, Copy 1, Copy 2& 3 in one (1) Single Envelope



All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

Additional instructions: All copies must be marked with index/ear tabs or side-end tabs to identify the page components and shall be properly addressed to the **BAC Chairperson**.

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

OR

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

Class "B" Documents

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

OR

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- ☐ (m) *[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.
- ☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Section IX. BIDDING FORMS

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

GPPB Resolution No. 16-2020, dated 16 September 2020

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines

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

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of origin	Quantity		Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
Lot 1 - Various Office Supplies										
	Fastener Metal		185	boxes						
	Heavy Duty Plastic Paper File Fastener, long, double lock, 5 pcs/pack		200	packs						
	Transparent Tape, 1"		135	rolls						
	Correction Tape, 72m		200	pcs						
	Double Sided Tape Tissue, 18mm x 5m, big		50	rolls						
	Sticky Note, 1x3, 3 colors		100	pads						
	Sticky Note, 3x3, 400 sheets, assorted colors		113	pads						
	Sticky Note, 3x5, 400 sheets, assorted colors		100	pads						
	Sticky Yellow Lined Pads, 4x4, 90 sheets		100	pads						
	Multicopy S-24, A4 Bond Paper, 5 reams/bos		560	boxes						
	Expanding Long Folder, assorted colors		200	pcs						
	Expanding Long Folder, assorted colors		400	pcs						
	Pencil with Eraser, No. 2, 12pcs/box		50	boxes						
	Pencil with Eraser, No. 1, 12pcs/box		50	boxes						

	Tape Dispenser, 1'inch		35	pcs						
	Puncher, Single Hole Punch with Receptacle to collect paper dots		6	pcs						
	Signpen 0.5, black, 12 pcs/box		25	boxes						
	Signpen 0.5, blue, 12 pcs/box		25	boxes						
	Signpen 0.7, black, 12 pcs/box		24	boxes						
	Signpen 0.7, blue, 12 pcs/box		30	boxes						
	Reusable Portable Stapler Push Clamp with 50 clips		50	pcs						
TOTAL FOR LOT 1										
Lot 2 - Various Other Supplies										
	Wall Clock		6	pcs						
	Office Chair Floor Mat		25	pcs						
	Desktop Organizer		30	pcs						
	Casserole, Ceramic, Induction Compatible, Non-Stick, 24cm		6	pcs						
	Casserole, Stainless Steel, Induction Compatible, 24cm		6	pcs						
	Wok, Ceramic, Induction Compatible, 30cm		6	pcs						
	Saute Pan, Stainless Steel, Induction Compatible, 26cm		6	pcs						
	Kitchen Knife Set		6	sets						
	Kitchen Tools Set		6	sets						
	Pressure Cooker		6	pcs						
	Whistling Kettle		5	pcs						
	Can Opener, Multi-function		6	pcs						
	Chopping Board		6	pcs						
	Y-Peeler		10	pcs						
	Potato Peeler, Stainless		10	pcs						
	Basic Peeler		10	pcs						
	Grater		10	pcs						
	Whisk Blender		6	pcs						
	Kitchen Scissors, Stainless		10	pcs						
	Multi-purpose Tong		10	pcs						
	Mixing Bowl, High Grade Stainless Steel, 28cm		12	pcs						

	Soup Ladle, Stainless Steel		12	pcs						
	Cooking Spoon, Stainless Steel		12	pcs						
	Glass Jug Pitcher, 1L		12	pcs						
	Cleaver Knife, High Grade Stainless Steel, 7m		6	pcs						
	Thermal Carafe, Stainless Steel, 1.8L		8	pcs						
	Airtight Food Container, 16x16x16		35	pcs						
	Interfolded Tissue Paper, 2 ply, 175 sheets		100	packs						
	Measuring Tape, Steel, 10m		6	pcs						
	Dish Drainer Storage Rack		10	pcs						
	Moving Rack Kitchen Storage w/ wheels, 4 layers		10	pcs						
	Soap Dish Rack		12	pcs						
	Kitchen Sponge		45	pcs						
	Fabric Conditioner, 800ml		42	bots						
	Tornado Mop with 1 Microfiber Mop head		35	pcs						
	Condiment Canister, 3 pcs/set, Glass		15	sets						
	Resealable Bag, Ziplock, 6.3x5.5"		30	pcs						
	Resealable Bag, Ziplock, 7x7 3/4"		30	pcs						
	Resealable Bag, Ziplock, 10.6x11"		30	pcs						
	Cup & Saucer Set with Stand, 4pcs/box		24	boxes						
	Plates, Melamine Ware		75	pcs						
	Facial Tissue, 2 ply, 150 pulls		450	boxes						
	Restroom Deodorizer, 100grams		76	pcs						
	Thick Bleach Toilet Cleanser, 900ml		75	bots						
	Toilet Brush with Handle		25	pcs						
	Disinfectant Spray, 340grams		50	bots						
	Multi-Insect Killer		100	bots						

Spray, water-based, 500ml									
VARIOUS KITCHEN UTENSILS and STORAGE AND PACKAGING SUPPLIES									
Basin (Stainless Steel; Diam: 40 cm)		33	pcs						
Basin (Stainless Steel; Diam: 30 cm)		33	pcs						
Canning Jar Rack, Stainless Steel		11	pcs						
Canning Jar Clamp, SS		11	pcs						
Casserole with Cover (Stainless Steel; 36 cm Diam)		22	pcs						
Casserole with Cover (Stainless Steel; 28 cm Diam)		22	pcs						
Colander (Stainless Steel; 12 inches diam.)		22	pcs						
Chopping Board (Thick Size; 34x23 cm (LxW))		22	pcs						
Flat Ladle (Stainless Steel; 40 cm Long)		22	pcs						
Kaldero Boiler (Heavy Duty)		11	pcs						
Kaldero Boiler Medium		11	pcs						
Kitchen Knife (30 cm Long)		22	pcs						
Kitchen Scissor (20 cm Long)		22	pcs						
Llanera for Leche Flan (Size: Medium and large -12 pcs/set)		55	sets						
Mixing Bowl (- Stainless Steel; 28x15 cm (Diam x H))		33	pcs						
Mixing Bowl (Stainless Steel; 24x13 cm. (Diam x H))		33	pcs						
Mixing Bowl (Stainless Steel; 20x11.5 cm (Diam x H))		33	pcs						
Measuring Spoons Set (Plastic)		22	sets						
Measuring Cups Set (Plastic)		22	sets						
Puto Molder (Diameter: 7.5 cm; 12 pcs/set)		55	sets						

	Puto Molder (Diameter: 5.5 cm; 12 pcs/set)		55	sets						
	Rolling Pin (Wood; 29.5x5.5 cm (LxW))		11	pcs						
	Rubber Spatula (13.5 in. Long)		22	pcs						
	Stock Pot Set (4 pcs: 24 cm, 26 cm, 28 cm, 30 cm Diameter)		11	sets						
	Strainer with Handle (Stainless Steel; Diam: 20 cm)		22	pcs						
	Tongs (30 cm Long)		22	pcs						
	Tray (Stainless Steel; 26x18 in. (LxW))		33	pcs						
	Wire Whisk (Stainless Steel; 18 in. Long)		11	pcs						
	Wok -Kawa (Capacity: 9 kg)		11	pcs						
	Wok - Kawa (Capacity: 2 kg)		11	pcs						
	Storage Box 50 Liters		22	pcs						
	Storage Box 95 Liters		11	pcs						
	Rice/Flour Bin		22	pcs						
	Bottles Straight Side Wide Mouth Jar, Black Cap 120ml(24 btl/box)		22	bots						
	Pail with Cover, Durable 12 Liters		22	pcs						
	Pail with Cover, Durable 20 Liters		22	pcs						
	Clam Shell Container Rectangle (pcs)		550	pcs						
	Clam Shell Container Round (pcs)		550	pcs						
	Plastic Egg Tray 6's (50 pcs/bundle)		22	bundl es						
	Plastic Egg Tray 12's (50 pcs/bundle)		22	bundl es						
	Food Vacuum Sealer Packaging (freezer,boil and microwave safe)15x20 cm, 100 sheets/ pack		12	packs						

Food Vacuum Sealer Bag/Packaging (freezer, boil and microwave safe) 17x25cm, 100 sheets/ pack		12	packs						
Aluminum Foil Jumbo Roll, good quality 12x 300 meter		11	rolls						
Food Canister 4.0 Liters		20	pcs						
									TOTAL FOR LOT 2
									GRAND TOTAL

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____

GPPB Resolution No. 16-2020, dated 16 September 2020

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

GPPB Resolution No. 16-2020, dated 16 September 2020

