

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Supply and Delivery of Office Supplies for the use of DSWD FO2 for the Second Quarter CY 2024**

**P2,177,625.16**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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





## INVITATION TO BID 2024-03-0005

### Supply and Delivery of Office Supplies for the use of DSWD FO2 for the Second Quarter CY 2024

1. The *Department of Social Welfare and Development* through the Government of the Philippines (GOP), funded under P/A/P 350100100001000/330100100001000/3201042000010000/200000200001000/320103100002000/320104100002000/100000100001000/320104100001000/320104200005000/200000100004000/200000100001000/320105100003000 intends to apply the sum of **Two Million One Hundred Seventy Seven Thousand Six Hundred Twenty Five Pesos and 16/100 (P2,177,625.16)** being the ABC to payment under the contract for “**Supply and Delivery of Office Supplies for the use of DSWD FO2 for the Second Quarter CY 2024**”. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Department of Social Welfare and Development Field Office 02* now invites bids for the above Procurement Project. Delivery of the Goods is required by *30 Calendar days*. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Department of Social Welfare and Development Field Office 02* and inspect the Bidding Documents at the address given below from **8:00AM-5:00PM, Monday-Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 6, 2024 - March 26, 2024** from the given address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *personally*.

6. The *Department of Social Welfare and Development* will hold a Pre-Bid Conference<sup>1</sup> on March 14, 2024 @ 10:00 A.M. at the *Department of Social Welfare and Development Field Office 02, Conference Hall*, 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 March 26, 2024 @ 10:00 A.M. late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on March 26, 2024 @ 10:00 A.M. at the *Department of Social Welfare and Development Field Office 02, Conference Hall*. Bid will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Department of Social Welfare and Development* 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.
11. For further information, please refer to:

**THE BAC CHAIRPERSON**

Bids and Awards Committee  
c/o BAC Secretariat  
DSWD FO 02, Carig, Tuguegarao City  
Tel. No. 078-304-1004

Original sign  
CELSO L. ARAO JR.  
BAC Chairperson

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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

## 1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development* wishes to receive Bids for the **Supply and Delivery of Office Supplies for the use of DSWD FO2 for the Second Quarter CY 2024** with identification number 2024-03-0005.

The Procurement Project (referred to herein as “Project”) is composed of 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 *FY 2024* in the amount of **Two Million One Hundred Seventy Seven Thousand Six Hundred Twenty Five Pesos and 16/100 (P2,177,625.16)**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 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 the Goods sought to be procured are not available from local suppliers; or
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *Department of Social Welfare and Development Field Office 02, Conference Hall* as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years from the date of submission and receipt of bids, a contract similar to the project from the date of submission and receipt of bids, a contract similar to the Project prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **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>2</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>2</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 until *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**

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall



consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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:

One Project having several items that shall be awarded as one contract.

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

## **20. Post-Qualification**

- 20.1. 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.

## **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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Supply and Delivery of Office Supplies and Consumables.</i></li> <li>b. Completed within Five years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>Tuguegarao City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than P43,552.50 <i>[Indicate the amount equivalent to 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 P108,881.258 <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.3	<b>Supply and Delivery of Office Supplies for the use of DSWD FO2 for the Second Quarter CY 2024. With an ABC of Two Million One Hundred Seventy Seven Thousand Six Hundred Twenty Five Pesos and 16/100 (P2,177,625.16).</b>
20.2	Bidders are required to bring their original Licenses/Registrations/ certificates for appropriate authentication/validation
21.2	N/A

## ***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. 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.

#### **4. 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.

#### **5. 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><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 <i>[indicate place of destination]</i>. 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>at DSWD Field Office 02 Carig Sur, Tuguegarao City</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>Ms. Rowena S. Arugay</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: <i>Select appropriate requirements and delete the rest.</i></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> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol>



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

**Spare Parts –**

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

*Select appropriate requirements and delete the rest.*

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

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

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

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

**Packaging –**

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

	<p>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> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</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><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	N/A
4	The inspections and tests that will be conducted are: <i>based on the technical specification</i>

## *Section VI. Schedule of Requirements*

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

<b>Item no.</b>	<b>Item Description</b>	<b>QTY</b>	<b>Unit</b>
1	ALCOHOL, Ethyl, 500 mL	607	bottle
2	CLEARBOOK, Legal size	6	box
3	SIGN PEN, Extra Fine Tip, Black	97	piece
4	SIGN PEN, Fine Tip, Black	1399	piece
5	SIGN PEN, Medium Tip, Black	19	piece
6	SIGN PEN, Extra Fine Tip, Blue	127	piece
7	SIGN PEN, Fine Tip, Blue	892	piece
8	SIGN PEN, Medium Tip, Blue	12	piece
9	SIGN PEN, Medium Tip, Red	15	piece
10	BATTERY, dry cell, size AA	43	pack
11	BATTERY, dry cell, size AAA	43	pack
12	BATTERY, dry cell, size D	5	pack
13	INK, for stamp pad	95	bottle
14	ACETATE	1	roll
15	GLUE, all-purpose	65	jar
16	STAPLE WIRE, heavy duty (binder type), 23/13	2	box
17	TAPE, electrical	12	roll
18	TAPE, masking, 24mm	50	roll
19	TAPE, masking, 48 mm	66	roll
20	TAPE, packaging, 48 mm	30	roll
21	TAPE, transparent, 24mm	65	roll
22	TAPE, transparent, 48 mm	76	roll
23	TWINE, plastic	16	roll
24	CALCULATOR, Compact	17	unit
25	CLIP, backfold, 19mm	94	box
26	CLIP, backfold, 25mm	86	box

27	CLIP, backfold, 32mm	96	box
28	CLIP, backfold, 50mm	90	box
29	CORRECTION TAPE	1757	piece
30	DATA FILE BOX	7	piece
31	DATA FOLDER	9	piece
32	DATER STAMP	12	piece
33	ENVELOPE, Documentary, legal,	1	box
34	ENVELOPE, Expanding, Kraft, legal	17	box
35	ENVELOPE, Mailing	3	box
36	ENVELOPE, Mailing, with window	3	box
37	FILE ORGANIZER, expanding, plastic, legal	2	piece
38	FOLDER, Fancy with slide, legal	6	bundle
39	FOLDER, pressboard	2	box
40	FOLDER with tab, Legal	40	pack
41	MAGAZINE FILE BOX, Large	24	piece
42	MARKER, Flourescent	40	set
43	MARKER, Permanent, Black	175	piece
44	MARKER, Permanent, Blue	68	piece
45	MARKER, Permanent, Red	70	piece
46	MARKER, Whiteboard, Black	67	piece
47	MARKER, Whiteboard, Blue	30	piece
48	MARKER, Whiteboard, Red	28	piece
49	PAPER CLIP, vinly/plastic coated, 32mm	60	box
50	PAPER CLIP, vinly/plastic coated, jumbo, 50mm	55	box
51	PENCIL, lead/graphite, with eraser	10	box
52	PENCIL SHARPENER	5	piece
53	PUNCHER, paper, heavy duty	36	piece
54	RUBBER BAND No. 18	7	box
55	STAMP PAD, felt	50	piece
56	SCISSORS, symmetrical/asymmetrical	71	pair
57	STAPLER, standard type	57	piece
58	STAPLE REMOVER, plier-type	209	piece
59	TAPE DISPENSER, table top	1	piece

60	LOOSELEAF COVER	358	bundle
61	NOTEPAD, stick-on, 50mm x 76mm	267	pad
62	NOTEPAD, stick-on, 76mm x 100mm	140	pad
63	NOTEPAD, stick-on, 76mm x 76mm	36	pad
64	STENO NOTEBOOK	285	piece
65	PAPER, MULTICOPY A4	3405	ream
66	PAPER, MULTICOPY LEGAL	2109	ream
67	PAPER, MULTIPURPOSE A4	662	ream
68	PAPER, MULTIPURPOSE LEGAL	520	ream
69	PAD PAPER, ruled	8	pad
70	PAPER, parchment	36	box
71	RECORD BOOK, 300 PAGES	6	book
72	TISSUE, INTERFOLDED PAPER TOWEL	125	pack
73	TOILET TISSUE PAPER, 2 ply	487	pack
74	HAND SANITIZER	15	bottle
75	INSECTICIDE	85	can
76	Sign Here Sticker	343	pads
77	Ballpoint Pen, fine point, black	3263	pcs
78	Ballpoint Pen, fine point, blue	598	pcs
79	BALLPOINT PEN, fine point green	4	pcs
80	Colored paper (Orange), 20/pack long	15	pack
81	Colored paper (Orange), 20/pack a4	15	pack
82	DOUBLE ADHESIVE TAPE, 2"	2	pcs
83	Sticker paper long	1	pack
84	Photopaper (A4) 20's/pack	8	pack
85	Data File box, black, 15.5 x 9.5 x 4.5	45	pc
86	Rubber Band Big Size	1	pc.
87	Expanded press board folder, orange, long	2	pack
88	White Glue, Multi-purpose Glue 250 grams	2	piece
89	Storage Box, Plastic, 120L	161	box
90	Sticker Paper (A4)	6	pack
91	Special Paper (Board 200 gsm, A4 size, 100 pcs)	2	pack
92	DOUBLE ADHESIVE TAPE, 1"	56	pcs

93	PUSH PIN, flat head type, assorted colors, 100 pieces per case	1	box
94	G Pen Grid, 0.7 mm needle tip, Blue	1	pcs
95	SIGN PEN, BLUE, liquid/gel ink, 0.7mm	25	pcs
96	MAP PIN, round head, 100 pieces per case	2	box
97	Stapler with remover	60	pcs
98	HiTechpoint V10 Grip	3	box
99	UniPin Fine Line 0.4	3	box
100	SIGN PEN, BLACK,Pilot/High-tecpoint V10 Grip	60	pcs
101	SIGN PEN, BLACK,Pilot/High-tecpoint V10 Grip	60	pcs
102	Ivory Linen Paper A4 size, 120gsm,Ivory color	20	packs
103	Sticky Notes, 3x3, assorted colors	20	pads
104	RING BINDER, plastic, 38mm, 84 rings	1	bundle
105	RING BINDER, plastic, 45mm, 84 rings	1	bundle
106	RING BINDER, plastic, 51mm, 84 rings	1	bundle
107	PVC Binding Cover, Legal Size	1	packs
108	Faber Castell 1423 Ball Pen 0.5mm	100	pcs
109	PARCHMENT PAPER 100 pcs (A4 Size)	6	PACK
110	Specialty paper A4 (90 gsm) Pale Cream	6	pack
111	Specialty Board A4 (185 gsm) Pale Cream	5	pack
112	Flextok ballpen 0.7 (black)	5	box
113	Sticker Matte Paper A4	6	pack
	xxxx		
<b>Approved Budget of the Contract: P2,177,625.16</b>			

Delivery Site: DSWD Field Office 02, Brgy. Carig, Tuguegarao City  
Delivery Schedule: Within 30 Calendar Days upon receipt of Notice to Proceed

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



# Technical Specifications

Item No	Particulars	Statement of Compliance
1	ALCOHOL, Ethyl, 500 mL	
2	CLEARBOOK, Legal size	
3	SIGN PEN, Extra Fine Tip, Black	
4	SIGN PEN, Fine Tip, Black	
5	SIGN PEN, Medium Tip, Black	
6	SIGN PEN, Extra Fine Tip, Blue	
7	SIGN PEN, Fine Tip, Blue	
8	SIGN PEN, Medium Tip, Blue	
9	SIGN PEN, Medium Tip, Red	
10	BATTERY, dry cell, size AA	
11	BATTERY, dry cell, size AAA	
12	BATTERY, dry cell, size D	
13	INK, for stamp pad	
14	ACETATE	
15	GLUE, all-purpose	
16	STAPLE WIRE, heavy duty (binder type), 23/13	
17	TAPE, electrical	
18	TAPE, masking, 24mm	
19	TAPE, masking, 48 mm	
20	TAPE, packaging, 48 mm	
21	TAPE, transparent, 24mm	
22	TAPE, transparent, 48 mm	
23	TWINE, plastic	
24	CALCULATOR, Compact	
25	CLIP, backfold, 19mm	
26	CLIP, backfold, 25mm	
27	CLIP, backfold, 32mm	
28	CLIP, backfold, 50mm	
29	CORRECTION TAPE	
30	DATA FILE BOX	
31	DATA FOLDER	
32	DATER STAMP	
33	ENVELOPE, Documentary, legal,	

34	ENVELOPE, Expanding, Kraft, legal	
35	ENVELOPE, Mailing	
36	ENVELOPE, Mailing, with window	
37	FILE ORGANIZER, expanding, plastic, legal	
38	FOLDER, Fancy with slide, legal	
39	FOLDER, pressboard	
40	FOLDER with tab, Legal	
41	MAGAZINE FILE BOX, Large	
42	MARKER, Flourescent	
43	MARKER, Permanent, Black	
44	MARKER, Permanent, Blue	
45	MARKER, Permanent, Red	
46	MARKER, Whiteboard, Black	
47	MARKER, Whiteboard, Blue	
48	MARKER, Whiteboard, Red	
49	PAPER CLIP, vinly/plastic coated, 32mm	
50	PAPER CLIP, vinly/plastic coated, jumbo, 50mm	
51	PENCIL, lead/graphite, with eraser	
52	PENCIL SHARPENER	
53	PUNCHER, paper, heavy duty	
54	RUBBER BAND No. 18	
55	STAMP PAD, felt	
56	SCISSORS, symmetrical/asymmetrical	
57	STAPLER, standard type	
58	STAPLE REMOVER, plier-type	
59	TAPE DISPENSER, table top	
60	LOOSELEAF COVER	
61	NOTEPAD, stick-on, 50mm x 76mm	
62	NOTEPAD, stick-on, 76mm x 100mm	
63	NOTEPAD, stick-on, 76mm x 76mm	
64	STENO NOTEBOOK	
65	PAPER, MULTICOPY A4	
66	PAPER, MULTICOPY LEGAL	
67	PAPER, MULTIPURPOSE A4	
68	PAPER, MULTIPURPOSE LEGAL	
69	PAD PAPER, ruled	
70	PAPER, parchment	

71	RECORD BOOK, 300 PAGES	
72	TISSUE, INTERFOLDED PAPER TOWEL	
73	TOILET TISSUE PAPER, 2 ply	
74	HAND SANITIZER	
75	INSECTICIDE	
76	Sign Here Sticker	
77	Ballpoint Pen, fine point, black	
78	Ballpoint Pen, fine point, blue	
79	BALLPOINT PEN, fine point green	
80	Colored paper (Orange), 20/pack long	
81	Colored paper (Orange), 20/pack a4	
82	DOUBLE ADHESIVE TAPE, 2"	
83	Sticker paper long	
84	Photopaper (A4) 20's/pack	
85	Data File box, black, 15.5 x 9.5 x 4.5	
86	Rubber Band Big Size	
87	Expanded press board folder, orange, long	
88	White Glue, Multi-purpose Glue 250 grams	
89	Storage Box, Plastic, 120L	
90	Sticker Paper (A4)	
91	Special Paper (Board 200 gsm, A4 size, 100 pcs)	
92	DOUBLE ADHESIVE TAPE, 1"	
93	PUSH PIN, flat head type, assorted colors, 100 pieces per case	
94	G Pen Grid, 0.7 mm needle tip, Blue	
95	SIGN PEN, BLUE, liquid/gel ink, 0.7mm	
96	MAP PIN, round head, 100 pieces per case	
97	Stapler with remover	
98	HiTechpoint V10 Grip	
99	UniPin Fine Line 0.4	
100	SIGN PEN, BLACK, Pilot/High-tecpoint V10 Grip	
101	SIGN PEN, BLACK, Pilot/High-tecpoint V10 Grip	
102	Ivory Linen Paper A4 size, 120gsm, Ivory color	
103	Sticky Notes, 3x3, assorted colors	
104	RING BINDER, plastic, 38mm, 84 rings	
105	RING BINDER, plastic, 45mm, 84 rings	
106	RING BINDER, plastic, 51mm, 84 rings	
107	PVC Binding Cover, Legal Size	

108	Faber Castell 1423 Ball Pen 0.5mm	
109	PARCHMENT PAPER 100 pcs (A4 Size)	
110	Specialty paper A4 (90 gsm) Pale Cream	
111	Specialty Board A4 (185 gsm) Pale Cream	
112	Flextok ballpen 0.7 (black)	
113	Sticker Matte Paper A4	
	xxxx	

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) 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.

**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).

