



Republic of the Philippines
Office of the President
Philippine Sports Commission

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

**Supply and Delivery of Various Office
Supplies for Property Stocking 2021**

**Sixth Edition
July 2020**

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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



Republic of the Philippines
Office of the President
Philippine Sports Commission

**Invitation to Bid for
Supply and Delivery of Various Office Supplies for
Property Stocking 2021**

1. The **Philippine Sports Commission**, through **PSC Funds FY 2021**, intends to apply the sum of **Three Million Eight Hundred Ninety-Eight Thousand Four Hundred Sixty-Two Pesos & 42/100 (₱3,898,462.42)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply and Delivery of Various Office Supplies for Property Stocking 2021 [PSCBAC-21-2021]**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Sports Commission** now invites bids for the above Procurement Project. Delivery of the Goods is required **thirty (30) calendar days from the receipt of the Notice to Proceed**. Bidders should have completed, within **three (3) 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective bidders may obtain further information from the **Philippine Sports Commission** and inspect the Bidding Documents at the address given below from **Mondays to Fridays, 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **1 December 2021** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person**.
6. The **Philippine Sports Commission** will hold a Pre-Bid Conference on **9 December 2021, 10:00 AM**, to be conducted onsite and online. Onsite Pre-Bid Conference will be held at Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila, which shall be open to prospective bidders. The representative must: (a) be fully vaccinated against COVID-19; (b) present a negative COVID-19 RT-PCR (swab test) result taken at least three (3) days before the scheduled Pre-Bid conference; and (c) fill out and submit the Health Declaration Form (HDF) at least two (2) days prior to the Pre-Bid conference. The HDF may be accessed through this link: <https://bit.ly/3m9sxB6>. Only one representative per prospective bidder shall be allowed.

Prospective bidders who wish to attend the Pre-Bid Conference online must send the following details to the BAC Secretariat through email at bac@psc.gov.ph at least 2 days prior to the scheduled Pre-Bid conference:

- Company Name
 - Company Address
 - Name of Representative
 - Designation
 - Email address
 - Contact Number
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address as indicated below, on or before **21 December 2021 at 10:00 AM**. Late bids shall not be accepted.
 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
 9. Bid opening shall be conducted onsite on **21 December 2021, 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representative who choose to attend the activity. The representative must: (a) be fully vaccinated against COVID-19; (b) present a negative COVID-19 RT-PCR (swab test) result taken at least three (3) days before the scheduled Pre-Bid conference; and (c) fill out and submit the Health Declaration Form (HDF) at least two (2) days prior to the Pre-Bid conference. The HDF may be accessed through this link: <https://bit.ly/3m9sxB6>. Only one representative per bidder shall be allowed.
 10. The **Philippine Sports Commission** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. For further information, please refer to:

Atty. Michelle C. Labajanan
Bids and Awards Committee Secretariat
Philippine Sports Commission
2nd Floor, Administration Building
Rizal Memorial Sports Complex
P. Ocampo Sr. St.,
Malate, Manila
bac@psc.gov.ph
8523-9831 local 186
www.psc.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://psc.gov.ph/en/pbd,-bid-data-sheet-and-terms-of-reference.html>

29 November 2021

(Sgd.)
ATTY. GUILLERMO B. IROY, JR.
Chairman, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Sports Commission**, wishes to receive Bids for the **Supply and Delivery of Various Office Supplies for Property Stocking 2021** with identification number **PSCBAC-21-2021**.

The Procurement Project (referred to herein as “Project”) is composed of one 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 2021** in the amount of **Three Million Eight Hundred Ninety-Eight Thousand Four Hundred Sixty-Two Pesos & 42/100 (Php3,898,462.42)**.

2.2. The source of funding is:

- a. Philippine Sports Commission (PSC) Funds.

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.
- 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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 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 Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila 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 **three (3) 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 **one hundred twenty (120) calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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. Supply and Delivery of Office Supplies.</p> <p style="margin-left: 40px;">b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila 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 Php77,969.25 <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than Php194,923.12 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
19.3	No further instructions.
20.2	No further instructions.
21.2	The bidder shall submit one original and one duplicate copy of the first and second components of its Bid, both of which should be placed in one mother envelope.

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>The delivery terms applicable to this Contract are delivered Manila, Philippines. 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 The Property Officer, Philippine Sports Commission.</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> <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
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month 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.

	<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>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 as follows: payment shall be allowed after complete delivery and acceptance of the goods.
4	The inspections and tests that will be conducted are: None.

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	Air Freshener	400 pieces	400 pieces	Within thirty (30) calendar days from receipt of the Notice to Proceed
2	Ethyl Alcohol	643 bottles	643 bottles	
3	Isopropyl Alcohol	800 bottles	800 bottles	
4	Balikbayan Box	1,000 pieces	1,000 pieces	
5	Battery 9v	250 packs	250 packs	
6	Battery dry cell AA	500 packs	500 packs	
7	Battery dry cell AAA	450 packs	450 packs	
8	Calculator	25 pieces	25 pieces	
9	Clear Book A4	60 pieces	60 pieces	
10	Clip Backfold 19 mm	140 boxes	140 boxes	
11	Clip Backfold 25 mm	200 boxes	200 boxes	
12	Clip Board long	90 pieces	90 pieces	
13	Correction Tape	862 pieces	862 pieces	
14	Cutter Blade	106 tubes	106 tubes	

15	Cutter Knife	90 pieces	90 pieces	
16	Data File Box	370 pieces	370 pieces	
17	Data Folder	800 pieces	800 pieces	
18	Deodorizer Cake	680 pieces	680 pieces	
19	Disinfectant Spray	598 cans	598 cans	
20	Mailing Envelope	11 boxes	11 boxes	
21	Eraser	40 pieces	40 pieces	
22	Fastener	300 boxes	300 boxes	
23	File Tab Divider A4	150 packs	150 packs	
24	File Tab Divider Legal	150 packs	150 packs	
25	Flash Drive	400 pieces	400 pieces	
26	Folder loose leaf cover	40 bundles	40 bundles	
27	Folder clear front short	1,191 pieces	1,191 pieces	
28	Folder clear front long	1,234 pieces	1,234 pieces	
29	Folder with Tab A4	5 packs	5 packs	
30	Folder with Tab legal	30 packs	30 packs	
31	Folder pressboard	200 boxes	200 boxes	

32	All Purpose Glue	120 pieces	120 pieces	
33	Glue Stick	675 pieces	675 pieces	
34	Liquid Hand Soap	300 bottles	300 bottles	
35	Canon Ink Cart G1000-4000 Black GI-790	150 pieces	150 pieces	
36	Canon Ink Cart G1000-4000 Cyan GI-790	150 pieces	150 pieces	
37	Canon Ink Cart G1000-4000 Magenta GI-790	150 pieces	150 pieces	
38	Canon Ink Cart G1000-4000 Yellow GI-790	150 pieces	150 pieces	
39	Canon Ink Cart PIXMA PG- 810 Black	350 pieces	350 pieces	
40	Canon Ink Cart PIXMA CL- 811 Colored	350 pieces	350 pieces	
41	Insecticide, aerosol type	500 cans	500 cans	
42	Marker Fluorescent	200 sets	200 sets	
43	Marker Permanent bullet type black	720 pieces	720 pieces	
44	Marker permanent bullet type blue	600 pieces	600 pieces	
45	Marker permanent bullet type red	120 pieces	120 pieces	

46	Marker permanent broad tip green	228 pieces	228 pieces	
47	Marker permanent fine tip black	71 pieces	71 pieces	
48	Marker permanent fine tip blue	71 pieces	71 pieces	
49	Marker permanent fine tip red	28 pieces	28 pieces	
50	Marker whiteboard black	480 pieces	480 pieces	
51	Marker whiteboard blue	480 pieces	480 pieces	
52	Marker whiteboard red	120 pieces	120 pieces	
53	Notebook, stenographer	800 pieces	800 pieces	
54	Note pad, stick-on, 2" x 3"	600 pads	600 pads	
55	Note pad, stick-on, 3" x 3"	769 pads	769 pads	
56	Note pad, stick-on, 3" x 4"	500 pads	500 pads	
57	Pad Paper, ruled, yellow	62 pads	62 pads	
58	Paper Clip 33mm	300 boxes	300 boxes	
59	Paper Clip 50mm	300 boxes	300 boxes	
60	Paper Mimeograph short	100 reams	100 reams	
61	Paper Mimeograph legal	100 reams	100 reams	

62	Paper Multi-purpose 70gsm A4	1,000 reams	1,000 reams	
63	Paper Multi-purpose 70gsm Legal	800 reams	800 reams	
64	Paper Multi-purpose 80gsm A4	2,000 reams	2,000 reams	
65	Paper Multi-purpose 80gsm Legal	2,000 reams	2,000 reams	
66	Paper Sticker A4 high gloss	400 packs	400 packs	
67	Paper Sticker A4 matte	400 packs	400 packs	
68	Pencil	130 boxes	130 boxes	
69	Pencil Sharpener	39 pieces	39 pieces	
70	Puncher	40 pieces	40 pieces	
71	Push Pin	100 packs	100 packs	
72	Rags	185 bundles	185 bundles	
73	Record book 300 pages	100 books	100 books	
74	Record book 500 pages	200 books	200 books	
75	Rubber Band	20 boxes	20 boxes	
76	Scissors	119 pieces	119 pieces	
77	Sign Pen Black	1,500 pieces	1,500 pieces	

78	Sign Pen Blue	1,500 pieces	1,500 pieces	
79	Sign Pen Red	100 pieces	100 pieces	
80	Stamp Pad Ink	50 bottles	50 bottles	
81	Stamp Pad	20 pieces	20 pieces	
82	Stapler with remover	200 pieces	200 pieces	
83	Staple wire	300 boxes	300 boxes	
84	Sign-Here sticker tape flag	358 packs	358 packs	
85	Double Sided Tape foam type 24mm x 1m	40 rolls	40 rolls	
86	Double Sided Tape tissue type 12mm x 10m	70 rolls	70 rolls	
87	Tape Dispenser	50 pieces	50 pieces	
88	Masking Tape 24mm	290 rolls	290 rolls	
89	Masking Tape 48mm	495 rolls	495 rolls	
90	Packaging Tape 48mm	600 rolls	600 rolls	
91	Transparent Tape 24mm	1,000 rolls	1,000 rolls	
92	Transparent Tape 48mm	400 rolls	400 rolls	
93	Transparent Tape 72mm	200 rolls	200 rolls	

94	Toilet Tissue Paper	1,500 packs	1,500 packs	
95	Trash bag	500 packs	500 packs	
96	Twine	153 rolls	153 rolls	

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	Air Freshener, 400 pieces >gel type or organic >180g	
2	Alcohol, 643 bottles >Ethyl >70% >scented >500ml	
3	Alcohol, 800 bottles >Isopropyl >70% >scented	

	>500ml	
4	Balikbayan Box 1,000 pieces >200lbs (20 x 20 x 20)	
5	Battery, 250 packs >9v >1 pc per pack >(Branded)	
6	Battery, 500 packs >dry cell AA >1.5v >alkaline >2 pcs/pack	
7	Battery, 450 packs >dry cell AAA >1.5v >alkaline >2 pcs/pack	
8	Calculator, 25 pieces >LCD display >100mm-130mm >12 digits >two-way power source	
9	Clear Book, 60 pieces >A4 size >Refillable	
10	Clip Backfold, 140 boxes >Clamping >L: 19mm (-1mm) >D: 10mm >12pcs/box	
11	Clip Backfold, 200 boxes >Clamping >L: 25mm (-1mm) >D: 13mm >12pcs/box	
12	Clip Board, 90 pieces >Long >Plastic >-5" wire clip with hanger	
13	Correction Tape, 862 pieces >gear type >single line tape >film based > L: 8meters >W: 5mm	
14	Cutter Blade, 106 tubes >100mm x 16mm >10 pcs per tube	
15	Cutter Knife, 90 pieces >with anti-slip grip >Heavy duty	

16	Data File Box, 370 pieces >made of chipboard with close ends >W: 125mm > H: 230mm >L: 400mm	
17	Data Folder, 800 pieces >made of chipboard >taglia lock >with finger ring >W: 75mm >H: 230mm >L: 380mm	
18	Deodorizer Cake, 680 pieces >assorted scent >50g	
19	Disinfectant Spray, 598 cans >aerosol type >400grams	
20	Envelope, Mailing, 11 boxes >105mm x 241mm >500pcs/box >White	
21	Eraser, 40 pieces >Felt >for Blackboard/Whiteboard >125mm x 45mm x 19mm	
22	Fastener, 300 boxes >Plastic colored >70mm between prongs >50 set per box	
23	File Tab Divider, 150 packs >A4 >bristol board >5 colors per set >10 set/pack	
24	File Tab Divider, 150 packs >Legal >bristol board >5 colors per set >10 set/pack	
25	Flash Drive, 400 pieces >64Gb capacity >1 pc in individual blister pack	
26	Folder, 40 bundles >Loose Leaf cover > 50sets per bundle	
27	Folder, 1,191 pieces >Clear Front >Short	
28	Folder, 1,234 pieces >Clear Front	

	>Long	
29	Folder with Tab, 5 packs >A4 >tagboard >100 pcs/pack	
30	Folder with Tab, 30 packs >Legal >tagboard >100 pcs/pack	
31	Folder, 200 boxes >Pressboard >size: 369mm x 242mm (-5mm) >thickness: 0.40mm >100 pcs per box	
32	Glue, 120 pieces >All Purpose >Gross weight: 130 grams	
33	Glue Stick, 675 pieces >safe non-toxic >multipurpose >quick drying >22 grams	
34	Liquid Hand Soap, 300 bottles >mild scented >liquid soap >500ml	
35	Ink Cart, 150 pieces >Canon G1000-4000 >Black, GI-790 >135ml	
36	Ink Cart, 150 pieces >Canon G1000-4000 >Cyan, GI-790 >70ml	
37	Ink Cart, 150 pieces >Canon, G1000-4000 >Magenta, GI-790 >70ml	
38	Ink Cart, 150 pieces >Canon, G1000-4000 >Yellow GI-790 >70ml	
39	Ink Cart, 350 pieces >Canon PIXMA PG-810 >Black	
40	Ink Cart, 350 pieces >Canon PIXMA CL-811 >Colored	
41	Insecticide 500 cans >aerosol type >multi-insect killer	

	>net content: 600 ml	
42	Marker Fluorescent, 200 sets >Flat >chisel point >3 assorted color per set	
43	Marker, 720 pieces >Permanent >felt >bullet type >Black	
44	Marker, 600 pieces >Permanent >felt >bullet type >Blue	
45	Marker, 120 pieces >Permanent >felt >bullet type >Red	
46	Marker, 228 pieces >Permanent >broad tip >Green	
47	Marker, 71 pieces >Permanent >fine tip >Black	
48	Marker, 71 pieces >Permanent >fine tip >Blue	
49	Marker, 28 pieces >Permanent >fine tip >Red	
50	Marker, 480 pieces >Whiteboard >felt tip >bullet type >Black	
51	Marker, 480 pieces >Whiteboard >felt tip >bullet type >Blue	
52	Marker, 120 pieces >Whiteboard >felt tip >bullet type >Red	

53	Notebook, 800 pieces >Stenographer Notebook >Spiral >40 leaves	
54	Note pad, 600 pads >Stick-On >2" x 3" >100 sheets per pad	
55	Note pad, 769 pads >Stick-On >3" x 3" >100 sheets per pad	
56	Note pad, 500 pads >Stick-On >3" x 4" >100 sheets per pad	
57	Pad Paper, 62 pads >Ruled >Yellow >80 leaves	
58	Paper Clip, 300 boxes >33mm >100pcs per box or 52 grms (min) (net of box)	
59	Paper Clip, 300 boxes >50mm >100pcs per box or 120 grms (min) (net of box)	
60	Paper Mimeograph, 100 reams >White >70gsm >size: Short	
61	Paper Mimeograph, 100 reams >White >70gsm >size: Legal	
62	Paper, Multi-purpose, 1,000 reams >70gsm >size: 210mm x 297mm (A4)	
63	Paper, Multi-purpose, 800 reams >70gsm >size: 216mm x 330mm (Legal)	
64	Paper, Multi-purpose 2,000 reams >80gsm >size: 210mm x 297mm (A4)	
65	Paper, Multi-purpose, 2,000 reams >80gsm >size: 216mm x 330mm (Legal)	
66	Paper Sticker, 400 packs >A4 size >high gloss	

	>10pcs/pack	
67	Paper Sticker, 400 packs >A4 size >Matte >10pcs/pack	
68	Pencil, 130 boxes >Lead with Eraser >12pcs/box	
69	Pencil Sharpener, 39 pieces >Manual >single cutter head	
70	Puncher, 40 pieces >Paper >heavy duty >with two-hole guide	
71	Push Pin, 100 packs >assorted color >100s	
72	Rags, 185 bundles >all cotton >178mm >32 pcs per kilo per bundle >assorted	
73	Record book, 100 books >300 pages >size: 214mm x 278mm min	
74	Record book, 200 books >500 pages >size: 214mm x 278mm min	
75	Rubber Band, 20 boxes >70mm min lay flat length (#18)	
76	Scissors, 119 pieces >Symmetrical >blade length: 160mm >cutting blade: 70mm	
77	Sign Pen, 1,500 pieces >Black >Liquid/gel ink >0.5mm >needle type >with non-slip >rubber grip > with metal clip	
78	Sign Pen, 1,500 pieces >Blue >Liquid/gel ink >0.5mm needle type >with non-slip > rubber grip >with metal clip	
79	Sign Pen, 100 pieces	

	<ul style="list-style-type: none"> >Red >Liquid/gel ink >0.5mm needle type >with non-slip > rubber grip >with metal clip 	
80	<ul style="list-style-type: none"> Stamp Pad Ink, 50 bottles >purple or violet >50ml (min) 	
81	<ul style="list-style-type: none"> Stamp Pad, 20 pieces >Felt >bed dimension: 60mm x 100mm 	
82	<ul style="list-style-type: none"> Stapler with remover, 200 pieces >Standard type >200 staples (min) capacity 	
83	<ul style="list-style-type: none"> Staple wire, 300 boxes >Standard >No. 35, 500 wires/box 	
84	<ul style="list-style-type: none"> Sign-Here sticker, 358 packs >Tape flag 	
85	<ul style="list-style-type: none"> Tape, 40 rolls >Double sided foam type >24mm x 1m 	
86	<ul style="list-style-type: none"> Tape, 70 rolls >Double sided tissue type >12mm x 10m 	
87	<ul style="list-style-type: none"> Tape Dispenser, 50 pieces >Tabletop >heavy duty >1.2kg 	
88	<ul style="list-style-type: none"> Tape, 290 rolls >Masking >width: 24mm (± 1mm) >50 meters 	
89	<ul style="list-style-type: none"> Tape, 495 rolls >Masking >width: 48mm (± 1mm) >50 meters 	
90	<ul style="list-style-type: none"> Tape, 600 rolls >Packaging >width: 48mm (± 1mm) >50 meters 	
91	<ul style="list-style-type: none"> Tape, 1,000 rolls >Transparent >width: 24mm (± 1mm) >50 meters 	
92	<ul style="list-style-type: none"> Tape, 400 rolls >Transparent >width: 48mm (± 1mm) >50 meters 	
93	<ul style="list-style-type: none"> Tape, 200 rolls 	

	>Transparent >width: 72mm (±1mm) >30 meters	
94	Toilet Tissue Paper, 1,500 packs >2-plys 300 sheets >150 pull >12 rolls in a pack	
95	Trash bag, 500 packs >Black >940mm x 1016mm >10pc/pack	
96	Twine, 153 rolls >Plastic >W: 1000g/roll	
	Delivery Period: Within thirty (30) calendar days from receipt of the Notice to Proceed	

***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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

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 and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from 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)

Name: _____

Legal Capacity: _____

Signature: _____

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

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 Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[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]

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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