PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

SUPPLY AND DELIVERY OF OFFICE SUPPLIES FOR CGETDC UNITS AND STAFF OFFICES

GOODS

Government of the Republic of the Philippines

Sixth Edition October 01, 2021

Table of Contents

	·	Acronyms, Error! Bookn	,		Abbreviations
		on to Bid			6
		ctions to Bidders			
1.		sid			
1.	-	kmark not defined.0	•••••	• • • • • • • • • • • • • • •	
2.	Funding 1	Information smark not defined. 0			
3.	_	equirements kmark not defined.0			
4.		udulent, Collusive, and	Coercive Practi	cesError!	Bookmark not
define					
	-	Bidders kmark not defined.0	• • • • • • • • • • • • • • • • • • • •		
6.	_	Goods kmark not defined.1			
7.	Subcontracts Error! Book	kmark not defined.1	• • • • • • • • • • • • • • • • • • • •		
8.		onference kmark not defined.1		• • • • • • • • • • • • • • • • • • • •	
9.		and Amendment of Ixmark not defined.1	Bidding Docum	ents	
		comprising the Bid: Elements and	ligibility and Te	echnical Con	mponents
11.		comprising the Bid: F kmark not defined.2	inancial Compo	onent	
12.		kmark not defined.2			
13.	· ·	yment Currencies kmark not defined.3			
14.		ty kmark not defined.3			
15.		Marking of Bids kmark not defined.3			
16.		r Submission of Bids xmark not defined. 4		• • • • • • • • • • • • • • • • • • • •	
17.		d Preliminary Examina xmark not defined. 4	ation of Bids .	• • • • • • • • • • • • • • • • • • • •	
18.		Preference kmark not defined.4		•••••	
19.		aluation and Comparis	son of Bids		

20.	Post-Qualification					
	Error! Bookmarl	x not defined.5	;			
21.	Signing of the C Error! Bookmark					
Section	ı II	[.	Bid	D	ata	Sheet
	• • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • •	• • • • • • • • • •	Error! Be	ookmark n	ot defined.6
Section	IV. General C	onditions of	Contract	• • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	19
1.	Scope of Contra Error! Bookmark			•••••	• • • • • • • • • • • • • • • • • • • •	
2.	Advance Payment Error! Bookmark		of Payment			
3.	Performance Sec Error! Bookmark				• • • • • • • • • • • • • • • • • • • •	
4.	Inspection and Terror! Bookmark					
5.	Warranty Error! Bookmark					
	Liability of the Error! Bookmark					
	V.					Contract
Section	VI.			of okmark no		equirements 6
Section	VII. Technical	Specificatio	ns		• • • • • • • • • •	29
	VIII. Checklist	-				
~~~~					WILL THE STATE OF	,

# 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



CGETDC ITB Nr 21-09-001

# INVITATION TO BID FOR SUPPLY AND DELIVERY OF OFFICE SUPPLIES FOR CGETDC UNITS AND STAFF OFFICES

- 1. The COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND through the General Appropriations Act (GAA) 2021 intends to apply the sum of Three Million Three Hundred Sixty-One Thousand Six Hundred Fifty-Six Pesos and 20/100 Only (PhP 3,361, 656.20) being the ABC to payments under the contract for the Supply and Delivery of Office Supplies for CGETDC Units and Staff Offices. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *COAST GUARD EDUCATION*, *TRAINING AND DOCTRINE COMMAND* now invites bids for the above Procurement Project. Delivery of the Goods is required based on the delivery schedule provided under Section VI (Schedule of Requirements) of this Bidding Documents commencing from the date of receipt of the Notice to Proceed. 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.
  - 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 *COAST GUARD EDUCATION*, *TRAINING AND DOCTRINE COMMAND* and inspect the Bidding Documents at the address given below from Monday to Friday during office hours from **08:00 AM to 05:00 PM**. except non-working days (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to make such declaration.

- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *01 October 2021 to 25 October 2021* 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 (PhP 5,000.00)*.
  - It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
- 6. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through email*.
- 7. The COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND will hold a Pre-Bid Conference on 11 October 2021, 10:00 AM at the CGETDC, Library/Conference Room, Coast Guard Base Farola, Muelle dela Industria, Farola Compound, Binondo, Manila, which shall be open to prospective bidders.
- 8. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before *25 October 2021*, *9:00 AM*. Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
- 10. Bid opening shall be on 25 October 2021, 9:00 AM onwards at the given address below at the CGETDC, Library/Conference Room, Coast Guard Base Farola, Muelle dela Industria, Farola Compound, Binondo, Manila, Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. Bidders shall bear all costs associated with the preparation and submission of their bids, and the *CGETDC* will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that the *CGETDC* will accept bids only from those that have paid the applicable fee for the Bidding Documents.

The *CGETDC* assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

a) In alphabetical order, the bidders shall pick one rolled paper.

- b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
- 12. The Coast Guard Education, Training and Doctrine Command 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.
- 13. For further information, please refer to:

### CG LTJG DINA MAE B HERRERA

Procurement Officer, CGETDC
DCTS for Logistics, T4 Office
Coast Guard Education, Training and Doctrine Command
Coast Guard Base Farola, Muelle Dela Industria, Binondo Manila
Contact Number:

Cgetdc.logistics@coastguard.gov.ph

14. You may visit the following websites:

For downloading of Bidding Documents: <u>www.philgeps.gov.ph</u> or <u>www.coastguard.gov.ph</u>

01 October 2021

CG CAPT PAMELA DC DOLINA Chairman, Bids and Awards Committee



# Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, *CGETDC*, wishes to receive Bids for the **Supply and Delivery of Office Supplies for CGETDC Units and Staff Offices**, with identification number *CGETDC-ITB No. 2021-001*.

The details of this Procurement Project (referred to herein as "Project") are described in Section VII (Technical Specifications).

### 2. Funding Information

- 2.1. The Government of the Philippines (GOP) through the General Appropriations Act (GAA) of 2021 in the amount of **Three Million Three Hundred Sixty-One Thousand Six Hundred Fifty-Six Pesos and 20/100 Only (PhP 3,361, 656.20)** as the Approved Budget for the Contract (ABC).
- 2.2. The source of funding is General Appropriations Act (GAA) of 2021.

### 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 **ITB** 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 at least twenty-five percent (25%) of the ABC or not less than the amount of *Eight Hundred Forty Thousand Four Hundred Fourteen Pesos and 05/100 Only (PhP 840,414.05)*.
- 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 Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 11 October 2021, 10:00 AM at the CGETDC, Library/Conference Room, Coast Guard Base Farola, Muelle dela Industria, Farola Compound, Binondo, Manila and/or through videoconferencing/webcasting as indicated in paragraph 7 of the ITB.

### 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* 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 **ITB** 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 Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 the opening of bid. 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.

¹ 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.

### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 8 of the **ITB**.

### 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 10 of the **ITB**. 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, 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	For this purpose, contracts similar to the Project shall be:
	a. Any supply and delivery of Office Supplies
	b. Completed within <i>five</i> (5) <i>years</i> prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract shall be sub-contracted.
12	The price of the Goods shall be quoted <b>DDP</b> at <b>CGETDC</b> , <b>Coast Guard Base Farola</b> , <b>Muelle dela Industria</b> , <b>Farola Compound</b> , <b>Binondo</b> , <b>Manila</b> .
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	<ul> <li>a. The amount of not less than two percent (2%) of the ABC or at least the amount of Sixty-Seven Thousand Two Hundred Thirty-Three Pesos and 12/100 Only (PhP67,233.12), 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 five percent (5%) of the ABC of at</li> </ul>
	least the amount of One Hundred Sixty-Eight Thousand Eighty-Two Pesos and 81/100 Only (PhP168,082.81), if bid security is in Surety Bond.
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
	The Project shall be awarded as One Project having several items that shall be awarded as one contract.
20.2	No additional requirements.  The bidder having the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) shall submit within a non-extendible period of five (5) calendar days from the BAC Notice as the LCB/SCB, the following:  1. In case the bidder has just submitted the Class "A" Legal eligibility requirements and Audited Financial Statement (AFS), a valid PhilGEPS Registration Certificate;  2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);  In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular

	(RMC) $16 - 2005$ , the above-mentioned tax returns shall refer to the following:				
	2.1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and				
	2.2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening & Preliminary Examination of Bids.				
21.2	In addition to the submission of a Performance Securing Declaration or any of the allowable forms of Performance Security provided under Section 39.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, the bidder having the Lowest/Single Calculated Responsive Bid shall submit a Certificate of No Pending Case within ten (10) calendar days from receipt of the Notice of Award (NOA).				



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. 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	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	For Goods supplied from abroad:
	Delivery terms applicable to the Contract are <b>DPP</b> delivered at the <b>Coast Guard Education</b> , <b>Training and Doctrine Command</b> , <b>Farola Compound</b> , <b>Muelle Dela Industria</b> , <b>Binondo</b> , <b>Manila</b> in accordance with INCOTERMS.
	For Goods supplied from within the Philippines:
	The delivery terms applicable to this Contract are <b>DPP</b> delivered at the <b>Coast Guard Education</b> , <b>Training and Doctrine Command</b> , <b>Farola Compound</b> , <b>Muelle Dela Industria</b> , <b>Binondo</b> , <b>Manila</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:
	CG LTJG JONIE C CAUDOR Logistics Officer DCTS for Logistics, T4 Office Coast Guard Education, Training and Doctrine Command Coast Guard Base Farola, Muelle Dela Industria, Binondo Manila Contact Number: 09672385222 Cgetdc.logistics@coastguard.gov.ph
	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic 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.

### Intellectual Property Rights -

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

2.2 The terms of payment shall be as follows:

99% of the costs of the items delivered subject to the Philippine Coast Guard's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing.

1% Retention of the items delivered to be paid after **three** (3) **months** from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).

OR

100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to the Philippine Coast Guard's acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for **three (3) months** from issuance of the IAR.

	No advance payment shall be allowed.
4	The inspections and tests that will be conducted are as follows:
	<ul> <li>The inspection and test shall be conducted at the Coast Guard Education, Training and Doctrine Command, Farola Compound, Muelle Dela Industria, Binondo, Manila by the end-user and at least two (2) representatives of the Technical Inspection and Acceptance Committee (TIAC).</li> <li>Only items in conformity with the required quantity and technical specifications shall be accepted.</li> </ul>



# 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	Acetate 300 Microns PVC Binding Cover Book clear and colorless 100 pcs plastic sheets thickness: 300 microns or 0.3 mm	270	rms	Delivery Period: Within forty-five (45) Calendar days from receipt by the winning supplier of the Notice
2	Ball Pen (Black) .07 mm	6000	pcs	to Proceed (NTP)
3	Binder Clip 32mm, black 1 doz	300	box	Delivery Site: Aboard
4	Binder Clip 25 mm 1 doz	300	box	Coast Guard
5	Binder Clip 19 mm 1 doz	300	box	Education, Training
6	Certificate Holder, Plastic	1200	pcs	and Doctrine
7	Correction tape	100	pcs	Command.
8	Cork Board	20	pcs	
9	Cutter	20	pcs	
10	Clip Board	20	pcs	
11	Envelope, Brown Long	1000	pcs	
12	Envelope, Brown Short	200	pcs	
13	Envelope, Expanding Kraft	500	pcs	
14	Expanding File Folder	20	pcs	
15	Folder long	500	pcs	
16	Folder short	300	pcs	
17	Folder sliding long	500	pcs	
18	Folder sliding short	400	pcs	
19	Glue (130g)	50	btl	
20	Glossy Photo Paper-4R Size	150	pack	
21	Glossy Photo Paper-A4	500	pack	
22	Highlighter	500	pcs	
23	ID Clip (for ID)	2000	pcs	
24	Ink 704 black	100	pcs	
25	Ink 704 tri color Ink	100	pcs	
26	Ink BT6000BK (Black)	60	btls	
27	Ink BT 5000C (Cyan)	60	btls	

1			1
28	Ink BT5000M (Magenta)	60	btls
29	Ink BT5000Y (Yellow)	60	btls
30	Ink Computer Ink 680 (Black)	120	pcs
31	Ink Computer Ink 680 (Tri-	120	pcs
32	Ink D60 Blk	120	bottle
33	Ink, EPSON (Black) 001	80	bottle
34	Ink, EPSON (Yellow) 001	60	bottle
35	Ink, EPSON (Cyan) 001	60	bottle
36	Ink, EPSON (Magenta) 001	60	bottle
37	Ink, EPSON (Black) 003	60	bottle
38	Ink, EPSON (Yellow) 003	60	bottle
39	Ink, EPSON (Cyan) 003	60	bottle
40	Ink, EPSON (Magenta) 003	60	bottle
41	Marker, Whiteboard black	80	pcs
42	Marker, Whiteboard red	80	pcs
43	Marker, Permanent black	80	pcs
44	Notebook, 80 pages	473	pcs
45	Notarial Seal #23	200	boxes
46	Laminating Film ID Size (for	200	
47	<u> </u>	50	pack
	Photo Paper Inkjet, A4		ream
48	Paper A4 80 gsm	6000	ream
49	Paper Legal 80 gsm	50	ream
50	Paper Fastener, metal	50	boxes
51	Paper clips	225	boxes
52	Pencil 482 #2, Medium (one doz/box)	50	boxes
53	Puncher	10	ea
54	Push pin	30	boxes
55	Pencil Sharpener, big	10	ea
56	Paper Fastener, plastic	10	boxes
57	Paper, Parchment	1000	ream
58	Pad, paper	50	pad
59	Record Book 500 lvs	1900	pcs
60	Ruler Plastic	250	pcs
61	Specialty Board paper	1600	ream
62	Scissors	100	pcs
63	Sign pen (black)	100	pcs
64	Sign pen (red)	100	pcs
65	Staple Remover	100	ea
66	1	70	
	Staple Wire		box
67	Stapler (standard)	100	ea
68	Sticky Notes	950	pad
69	Tape, Double-sided 24 mm	500	rlls
70	Tape, Masking	300	rlls
71	Tape, scotch	600	rlls
72	Tape, clothe 48mmx26m	100	rlls
73	White Board Eraser	60	pcs

CONFORME:	
[Signature of the Authorized Rep.]	[in the capacity of] (Please indicate position of Authorized Rep.)]
Duly authorized to sign Bid for and or (Please indicate name of company)	behalf of



# Section VII. Technical Specifications

# **Technical Specifications**

ITEM DECODIDATION	OFFICES	LINIT	Can A man and the
ITEM DESCRIPTION	QTY	UNIT	STATEMENT OF
			COMPLIANCE
			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 " <b>Not Comply</b> " 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 Bidders
			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 provisions of <b>ITB</b> Clause 3.1(a)(ii) and/or <b>GCC</b> Clause 2.1(a)(ii).
ITEM/GENERAL DESCRIPTION	QTY	UNIT	STATEMENT OF COMPLIANCE
Acetate 300 Microns PVC Binding Cover Book clear and colorless 100 pcs plastic sheets thickness: 300 microns or 0.3 mm	270	rms	
Ball Pen (Black), 0.7mm	6000	pcs	
Binder Clip 32mm (12pcs/box, High Quality Foldback Clips Metal Binder Grip Clip	300	box	
Binder Clip 25 (12pcs/box, High Quality Foldback Clips Metal Binder Grip Clip	300	box	
Binder Clip 19 mm (12pcs/box, High Quality Foldback Clips Metal Binder Grip Clip	300	box	
Certificate Holder, Plastic CH-4 (A4 SIZE:210mmx297mm,8.27"x11.69"), Navy blue (Super clear transparent to highlight your certificates Comes with 2 hangers for portrait or landscape orientation.)	1200	pcs	
Correction tape, 5mmx6m smooth retractable pen type	100	pcs	
Cork Board, quartet 23" x 35"	20	pcs	
Cutter, utility knife ABS plastic of handle carbon steel of Blade 98x18x0.47mm	20	pcs	
Clip Board BLACK clip board with cover long 13-1/2" x 9-1/4"	20	pcs	
Envelope, Brown Long	1000	pcs	
Envelope, Brown Short	200	pcs	
Envelope, Expanding Kraft long with garter	500	pcs	
Expanding File Folder 24 Pockets 700D Polyester material, 33.1cm/13.03in Height, 23.5cm/9.25in width and 7cm/2.75in thickness	20	pcs	
Folder long kraft Thickness:11 Points SIZE: Legal Size (14-1/2" x18-1/2" (216mm x 330mm)	500	pcs	
Folder short Thickness: 11 Points 8-1/2" x 13"	300	pcs	
Folder sliding long, Sturdy clear PVC plastic front, Non-slip locking bar 8.5 x 13 in color blue. Tagboard 195 – 260 gsm	500	pcs	

Folder sliding Short (9.13" x 11.25") Sturdy clear PVC plastic front, Non-slip locking bar 8.5 x 13 in color blue. Tagboard 195 – 260 gsm	400	pcs	
Glue (130g), multipurpose glue, white strong dry, non-toxic	50	btl	
Glossy Photo Paper-4R 102x152mm waterproof glossy, 230gsm for 5760dpi definition, high quality	150	pack	
Glossy Photo Paper-A4 (21 x 29.7 cm) Paper Thickness: 230 gsm, 20 sheets/pack	500	pack	
Highlighter, 1mm, 5mm line thickness, wedge type, pastel asstd color	500	pcs	
ID Clip (for ID), Waterproof with durable PVC strap, metal clip is approximately 1" x 3/8"(L x W), strap is approximately 2 3/4" x 1/2"(L x W) Color: Silver Material Type: Metal for Clip, Plastic for Strap Quantity: 1Less	2000	pcs	
Ink 704 black	100	pcs	
Ink 704 tri color Ink	100	pcs	
Ink BT6000BK (Black)	60	btls	
Ink BT 5000C (Cyan)	60	btls	
Ink BT5000M (Magenta)	60	btls	
Ink BT5000Y (Yellow)	60	btls	
Ink Computer Ink 680 (Black)	120	pcs	
Ink Computer Ink 680 (Tri-	120	pcs	
Ink D60 Blk	120	bottle	
Ink, EPSON (Black) 001	80	bottle	
Ink, EPSON (Yellow) 001	60	bottle	
Ink, EPSON (Cyan) 001	60	bottle	
Ink, EPSON (Magenta) 001	60	bottle	
Ink, EPSON (Black) 003	60	bottle	
Ink, EPSON (Yellow) 003	60	bottle	
Ink, EPSON (Cyan) 003	60	bottle	
Ink, EPSON (Magenta) 003	60	bottle	
Marker, Whiteboard black, non-toxic xylene and toluene free, dry-wipe, Fine tip Broad and refillable	80	pcs	
Marker, Whiteboard red, non-toxic xylene and toluene free and dry-wipe, Fine tip Broad and refillable	80	pcs	
Marker, Permanent black refillable marker Fine tip Broad	80	pcs	
Notebook, 80lvs 6x8.5in with white ruled inside page (1pc), spiral	473	pcs	
Notarial Seal #23 gold foil Coated paper 40 pcs per box size 51mm (2")	200	boxes	

STAFF OFFICES					
Laminating Film for ID 250 MICRON (10 pcs per pack)	20	pack			
Photo Paper Inkjet, A4 200gsm, waterproof, glossy (50 sheets/ream)	50	ream			
Paper A4 Substance 24 / 80GSM, 500pcs/ream	6000	ream			
Paper Legal Substance 24 / 80GSM, 500pcs/ream	50	ream			
Paper Fastener, metal (holds documents 2" thick, 7cm hole to hole, 50 sets	50	boxes			
Paper clips Vinyl Coated Steel Wire Jumbo Clip No. 50 - 120grams per box Roughly 75 to 100pcs per box Vinyl Coated Colored Plastic Coated AUTHENTIC	225	boxes			
Pencil 482 #2, Medium (one doz/box)	50	boxes			
Puncher, Adjustable / removable paper guide, Hole distance 70 mm (7 cm) Punches up to 25 SHEETS/70 GSM Adjustable paper guide Non jamming feature Two holes Durable steel construction Heavy duty 2 hole punch with lock down handle Durable metal	10	ea			
Push pin, 100pcs/box, 23mm	30	boxes			
Pencil Sharpener, big Metal body, blade and handle with clear plastic drawer to collect shavings, Desk Sharpener with retractable clamp to feed the pencil to the blade. It can fit up to the regular size pencil (Mongol regular size No. 1, 2, 3)	10	ea			
Paper Fastener, plastic7cm, 50 pcs in a box with assorted colors	10	boxes			
Paper, Parchment 100 sheets/ream cream, 80gsm	1000	ream			
Pad, paper 8 ½ x 13", 80 leaves with 32 lines, yellow	50	pad			
Record Book 500 lvs 11.25" L x 7" W Hard bound thick blue cover	1900	pcs			
Ruler Plastic, Transparent 12" / 30cm Made of PVC Plastic	250	pcs			
Specialty Board paper, 220 GSM, Vellum Cream A4, 10 packs/ream	1600	ream			
Scissors, Heavy Duty Zinc Alloy Tailor Scissor 8.5 inches 80mm blades and 215mm overall length	100	pcs			
Sign pen (black) 0.5mm Needle Point Tip Gel Ink Pen	100	pcs			
Sign pen (red) 0.5mm Needle Point Tip Gel Ink Pen	100	pcs			

Staple Remover, Standard-design staple remover with extra-wide holding tabs Black with chrome-finish steel jaws	100	ea	
Staple Wire No. 35 26/26, full strip 5000 staples/box	70	box	
Stapler (standard) heavy duty No.35 with Remover	100	ea	
Sticky Notes 3" x 3 (7.6 cm x 7.6 cm) 100 sheets / pad	950	pad	
Tape, Double-sided 3mx24mm, white Super Strong Double-Sided Adhesive Glue Tape Foam Sticky Tapes	500	rlls	
Tape, Masking white size 1-1/2" 36MMX23M	300	rlls	
Tape, scotch 18mm x 25m transparent tape 500	600	rlls	
Tape, clothe 48mmx26m	100	rlls	
White Board Eraser 11cm x 6cm	60	pcs	

### Requirement/s if declared as Lowest/Single Calculated Bids

- ➤ Presentation of Brochure/sample of items for the purpose of evaluation and determination of conformity with the technical specification.
- Proposed items are available in the market for at least three (3) years

### Requirement/if awarded the contract:

Delivery Period and Completeness: Forty-Five (45) Calendar Days from NTP

**Delivery Place:** Coast Guard Education, Training and Doctrine Command, Muelle Dela Industria, Farola Compound, Binondo, Manila.

Warranty Period/Coverage of Warranty: Minimum of three (3) months upon acceptance/delivery to rectify errors in the items delivered, if any, since it is expendable supplies.

**Site Delivery Inspection (as applicable):** Coast Guard Education, Training and Doctrine Command, Muelle Dela Industria, Farola Compound, Binondo, Manila

**Pre-Delivery Inspection:** To be checked by at least majority of the TIAC Members at the principal place of business.

Acceptance Parameters: The inspection and test shall be conducted at the Coast Guard Education, Training and Doctrine Command, Muelle Dela Industria, Farola Compound, Binondo, Manila by the end-user and the Technical Inspection and Acceptance Committee (TIAC).

Only items in conformity with the required quantity and technical specifications shall be accepted.

### Other requirement to be submitted by the Bidder during Post-Qualification:

- > TWG to conduct site inspection to ascertain the authenticity of the store and supporting documents
- Brochures or sample pictures of each items for pre-approval of the TWG to comply with the acceptance parameters
- Certificate of Dealership/Distributorship

x-x-x-x-x-nothing follows-x-x-x-x-x Conforme: [Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)] Duly authorized to sign Bid for and on behalf of (Please indicate name of compan



# Section VIII. Checklist of Technical and Financial Documents

### **Checklist of Technical and Financial Documents**

Each Bidder shall submit one (1) original and six (6) copies of the first and second components of its bid through their duly authorized representatives.

### All envelopes shall:

- a. contain the name of the contract to be bid in **capital letters**;
- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to the BAC with the following details:

# BIDS AND AWARDS COMMITTEE (BAC) PHILIPPINE COAST GUARD – NATIONAL HEADQUARTERS

- d. bear the specific identification of this bidding process; and
- e. bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids.

### I. TECHNICAL COMPONENT ENVELOPE (with tabbings)

#### Class "A" Documents

#### Legal Documents

Valid and updated Philippine Government Electronic Procurement System (PhilGEPS) Platinum Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184; Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated;

#### OR

In case any of the eligibility documents submitted to PhilGEPS is not updated, combination of a PhilGEPS Platinum Certificate of Registration and Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

- 1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives; **AND/OR**
- 2. Valid Mayor's or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184; **AND/OR** 

- 3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND/OR**
- 4. Latest Audited Financial Statements (AFS), stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

#### OR:

In lieu of the PhilGEPS Platinum Certificate of Registration and Membership. bidders shall submit all of the proceeding valid and/or updated Class "A" Eligibility Documents; Provided that the bidder having the LCB/SCB submit/s a valid and updated PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the LCB/SCB during the post-qualification process

- 1. SEC Registration Certificate for corporations, partnerships and/or joint ventures, DTI Registration Certificate for sole proprietorship, or CDA Registration Certificate for cooperatives;
- 2. Valid Mayor's or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
  - In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184;
- 3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND**
- 4. Latest AFS stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

#### <u>Technical Documents</u>

(f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

The Statement of all On-going Government and Private Contracts shall indicate for each contract, the following:

- name of the contract;
- date of the contract;
- contract period;
- owner's name and address;
- kinds of goods;
- amount of contract and value of outstanding contracts;
- date of delivery (please state estimated date of delivery)

For purposes of post-qualification bidders are also required to attached the following: (if applicable)

- Notice to Proceed
- Purchase Order
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, which should have been completed within five (5) years prior to the deadline for the submission and receipt of bids and equivalent to at least twenty-five percent (25%) of the ABC or amounting to at least Eight Hundred Forty Thousand Four Hundred Fourteen Pesos and 05/100 Only (PhP 840,414.05).

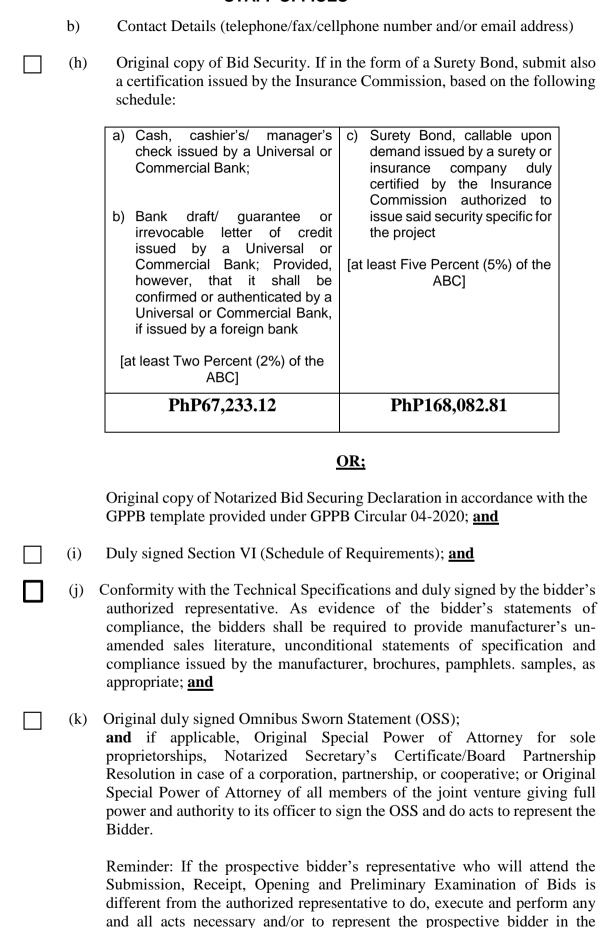
The statement identifying the Single Largest Completed Contract (SLCC) shall indicate the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) contract period;
- (d) owner's name and address;
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;
- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user's acceptance or official receipt(s) or sales invoice issued for the contract, which shall be attached to the statement of SLCC.

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement to the Statement Identifying the SLCC.

Bidders are also required to Include in the aforesaid Statement of All On-going Government and Private Contracts and Statement Identifying the SLCC the following information:

a) Contact Person; and



bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (e.g., original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable)

#### Financial Documents

(I) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) which must be at least to the ABC amounting to *Three Million Three Hundred Sixty-One Thousand Six Hundred Fifty-Six Pesos and 20/100 Only (PhP 3,361,656.20)*.

Bidders must submit a computation of its NFCC, which must be at least equal to the ABC, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

#### OR;

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

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid or in the amount of *Three Hundred Thirty-Six Thousand One Hundred Sixty-Five Pesos and 62/100 Only (PhP 336,165.62)* if issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

### Class "B" Documents

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

#### OR;

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

Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Platinum Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

In case any of the eligibility documents submitted to PhilGEPS by any of the partners of the joint venture is not updated, a combination of a valid PhilGEPS Platinum Certificate of Registration and Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

- SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
- Valid Mayor's or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas:
- Valid Tax Clearance Certificate; and
- AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

In the event that one of the partners of the joint venture does not have a valid and updated PhilGEPS Platinum Certificate of Registration and Membership, then it shall submit the following eligibility documents:

- SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
- Valid Mayor's or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- Valid Tax Clearance Certificate; and
- AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

(a) Original of duly signed and accomplished Financial Bid Form;

#### And

(b) Original of duly signed and accomplished Price Schedule(s).

All financial bids shall be rounded up to two (2) decimal places.

#### ADDITIONAL REQUIREMENTS TO BE COMPLIED BY THE WINNING SUPPLIER:

Within ten (10) calendar days from receipt of the Notice of Award (NOA), the winning supplier shall submit a Performance Securing Declaration or any form of Performance Security in accordance with the following schedule pursuant to Section 39 of the 2016 Revised IRR of R.A. 9184 which shall be denominated in Philippine Pesos, posted in favor of the Philippine Coast Guard and shall remain valid until issuance by the Philippine Coast Guard of the Certificate of Final Acceptance, to wit:

- a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;
- b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank

[at least Two Percent (5%) of the Contract Price] c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project

[at least Thirty Percent (30%) of the Contract Price]

# Section IX. Bidding Forms

### TABLE OF CONTENTS

BID FORM	45
PRICE SCHEDULES	47
CONTRACT AGREEMENT	55
OMNIBUS SWORN STATEMENT	58
BID SECURING DECLARATION	61
STATEMENT OF ALL ON-GOING CONTRACTS	63
STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT	64
NFCC COMPUTATION	65
PERFORMANCE SECURING DECLARATION	66
DIAGRAM FOR THE SEALING AND MARKING OF BIDS	68

#### **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 Amount and Purpose of of agent Currenc	y, 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:	

# For Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

Kindly supply the required information in the spaces provided. Do not forget to indicate the "Country of Origin" of the goods offered.

Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name of Bidder	. Invitation to Bid Number Page	of
----------------	---------------------------------	----

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 delivere d DDP (col 4 x 8)
1	Acetate 300 Microns PVC Binding Cover Book							
	clear and colorless 100 pcs plastic sheets		270					
	thickness: 300 microns or 0.3 mm							
2	Ball Pen (Black)		6000					
3	Binder Clip 32mm		300					
4	Binder Clip 25 mm		300					
5	Binder Clip 19 mm		300					
6	Certificate Holder, Plastic		1200					
7	Correction tape		100					
8	Cork Board		20					
9	Cutter		20					
10	Clip Board		20					
11	Envelope, Brown Long		1000					
12	Envelope, Brown Short		200					
13	Envelope, Expanding Kraft		500					

14	Expanding File Folder	20	
15	Folder long	500	
16	Folder short	300	
17	Folder sliding long	500	
18	Folder sliding short	400	
19	Glue (130g)	50	
20	Glossy Photo Paper-4R Size	150	
21	Glossy Photo Paper-A4	500	
22	Highlighter	500	
23	ID Clip (for ID)	1000	
24	Ink 704 black	100	
25	Ink 704 tri color Ink	100	
26	Ink BT6000BK (Black)	60	
27	Ink BT 5000C (Cyan)	60	
28	Ink BT5000M (Magenta)	60	
29	Ink BT5000Y (Yellow)	60	
30	Ink Computer Ink 680 (Black)	120	
31	Ink Computer Ink 680 (Tri-	120	
32	Ink D60 Blk	120	
33	Ink, EPSON (Black) 001	80	
34	Ink, EPSON (Yellow) 001	60	
35	Ink, EPSON (Cyan) 001	60	
36	Ink, EPSON (Magenta) 001	60	
37	Ink, EPSON (Black) 003	60	
38	Ink, EPSON (Yellow) 003	60	
39	Ink, EPSON (Cyan) 003	60	
40	Ink, EPSON (Magenta) 003	60	
41	Marker, Whiteboard black	80	
42	Marker, Whiteboard red	80	
43	Marker, Permanent black	80	

44	Notebook, 80 pages	473		
45	Notarial Seal #23	200		
46	Laminating Film ID Size (for	20		
47	Photo Paper Inkjet, A4	50		
48	Paper A4 80 gsm	6000		
49	Paper Legal 80 gsm	50		
50	Paper Fastener, metal	50		
51	Paper clips	50		
52	Pencil	50		
53	Puncher	10		
54	Push pin	30		
55	Pencil Sharpener, big	10		
56	Paper Fastener, plastic	10		
57	Paper, Parchment	1000		
58	Pad, paper	50		
59	Record Book 500 lvs	1900		
60	Ruler Plastic	100		
61	Specialty Board paper	1600		
62	Scissors	100		
63	Sign pen (black)	100		
64	Sign pen (red)	100		
65	Staple Remover	100		
66	Staple Wire	70		
67	Stapler (standard)	100		
68	Sticky Notes	950		
69	Tape, Double-sided 24 mm	500		
70	Tape, Masking	300		
71	Tape, scotch	600		
72	Tape, clothe 48mmx26m	100		
73	White Board Eraser	60		

[Signature of the Authorized Rep.]	[in the capacity of] (Please indicate position	of Authorized Rep.)]
Duly authorized to sign Bid for and on behalf (Please indicate name of company)	of	

### *BIDDERS SHALL NOT ALTER THIS FORM

# For Goods Offered From Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Kindly supply the required information in the spaces provided. Do not forget to indicate the "Country of Origin" of the goods offered. Prospective bidders have the option to indicate the appropriate amount, "0" or "Not Applicable (N/A)" for columns 6, 7 and 8. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name of Bidder ______. Invitation to Bid Number _____. Page _ of _____.

1	2	3	4	5	6	7	8	9	10
		Country of	Quantity	Unit	Transportation	Sales	Cost of	Total	Total Price
		origin		price	and Insurance	and	Incidental	Price,	delivered
				EXW	and all other	other	Services,	per unit	Final
				per	costs incidental	taxes	if	(col	Destination
				item	to delivery, per item	payable if	applicabl e, per	5+6+7+ 8)	(col 9) x (col 4)
					item	Contract	item	0)	(6014)
						is	T.C.III		
						awarded			
						, per			
						item			
1	Acetate 300 Microns PVC Binding Cover Book								
	clear and colorless 100 pcs plastic sheets		270						
	thickness: 300 microns or 0.3 mm								
2	Ball Pen (Black)		6000						
3	Binder Clip 32mm		300						
4	Binder Clip 25 mm		300						
5	Binder Clip 19 mm		300						
6	Certificate Holder, Plastic		1200						
7	Correction tape		100						
8	Cork Board		20						
9	Cutter		20						
10	Clip Board		20						
11	Envelope, Brown Long		1000						

13 Envelope, Brown Short	10		200
14	12	Envelope, Brown Short	200
15   Folder long   500   500			
16   Folder short   300   300			
17   Folder sliding long   500   18   Folder sliding short   400   400   19   Glue (130g)   50   50   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150	15		
18   Folder sliding short   400   50   50   19   Glue (130g)   50   50   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150   150			
19   Glue (130g)   50   50     20   Glossy Photo Paper-4R Size   150   21   Glossy Photo Paper-A4   500     22   Highlighter   500     23   ID Clip (for ID)   1000     24   Ink 704 black   100     25   Ink 704 tri color Ink   100     26   Ink BT 5000C (Cyan)   60     27   Ink BT 5000C (Cyan)   60     60     28   Ink BT 5000Y (Yellow)   60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60     60	17	Folder sliding long	500
20   Glossy Photo Paper-4R Size   150     21   Glossy Photo Paper-A4   500     22   Highlighter   500	18	Folder sliding short	400
21       Glossy Photo Paper-A4       500         22       Highlighter       500         23       ID Clip (for ID)       1000         24       Ink 704 black       100         25       Ink 704 tri color Ink       100         26       Ink BT6000BK (Black)       60         27       Ink BT 5000C (Cyan)       60         28       Ink BT5000M (Magenta)       60         29       Ink BT5000Y (Yellow)       60         30       Ink Computer Ink 680 (Black)       120         31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Magenta) 001       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	19		50
22       Highlighter       500         23       ID Clip (for ID)       1000         24       Ink 704 black       100         25       Ink 704 tri color Ink       100         26       Ink BT6000BK (Black)       60         27       Ink BT 5000C (Cyan)       60         28       Ink BT5000M (Magenta)       60         29       Ink BT5000Y (Yellow)       60         30       Ink Computer Ink 680 (Black)       120         31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Yellow) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Magenta) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	20	Glossy Photo Paper-4R Size	150
23   ID Clip (for ID)   1000     24   Ink 704 black   100     25   Ink 704 tri color Ink   100	21	Glossy Photo Paper-A4	500
24       Ink 704 black       100         25       Ink 704 tri color Ink       100         26       Ink BT6000BK (Black)       60         27       Ink BT 5000C (Cyan)       60         28       Ink BT5000M (Magenta)       60         29       Ink BT5000Y (Yellow)       60         30       Ink Computer Ink 680 (Black)       120         31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Yellow) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Magenta) 003       60         40       Ink, EPSON (Magenta) 003       60	22	Highlighter	500
25       Ink 704 tri color Ink       100         26       Ink BT6000BK (Black)       60         27       Ink BT 5000C (Cyan)       60         28       Ink BT5000M (Magenta)       60         29       Ink BT5000Y (Yellow)       60         30       Ink Computer Ink 680 (Black)       120         31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Magenta) 003       60	23	ID Clip (for ID)	1000
26       Ink BT6000BK (Black)       60         27       Ink BT 5000C (Cyan)       60         28       Ink BT5000M (Magenta)       60         29       Ink BT5000Y (Yellow)       60         30       Ink Computer Ink 680 (Black)       120         31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Magenta) 003       60         40       Ink, EPSON (Magenta) 003       60	24	Ink 704 black	100
27       Ink BT 5000C (Cyan)       60         28       Ink BT5000M (Magenta)       60         29       Ink BT5000Y (Yellow)       60         30       Ink Computer Ink 680 (Black)       120         31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	25	Ink 704 tri color Ink	100
28         Ink BT5000M (Magenta)         60           29         Ink BT5000Y (Yellow)         60           30         Ink Computer Ink 680 (Black)         120           31         Ink Computer Ink 680 (Tri-         120           32         Ink D60 Blk         120           33         Ink, EPSON (Black) 001         80           34         Ink, EPSON (Yellow) 001         60           35         Ink, EPSON (Cyan) 001         60           36         Ink, EPSON (Magenta) 001         60           37         Ink, EPSON (Black) 003         60           38         Ink, EPSON (Yellow) 003         60           39         Ink, EPSON (Cyan) 003         60           40         Ink, EPSON (Magenta) 003         60	26	Ink BT6000BK (Black)	60
28         Ink BT5000M (Magenta)         60           29         Ink BT5000Y (Yellow)         60           30         Ink Computer Ink 680 (Black)         120           31         Ink Computer Ink 680 (Tri-         120           32         Ink D60 Blk         120           33         Ink, EPSON (Black) 001         80           34         Ink, EPSON (Yellow) 001         60           35         Ink, EPSON (Cyan) 001         60           36         Ink, EPSON (Magenta) 001         60           37         Ink, EPSON (Black) 003         60           38         Ink, EPSON (Yellow) 003         60           39         Ink, EPSON (Cyan) 003         60           40         Ink, EPSON (Magenta) 003         60	27	Ink BT 5000C (Cyan)	60
29       Ink BT5000Y (Yellow)       60         30       Ink Computer Ink 680 (Black)       120         31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	28	Ink BT5000M (Magenta)	60
31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	29		60
31       Ink Computer Ink 680 (Tri-       120         32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	30	Ink Computer Ink 680 (Black)	120
32       Ink D60 Blk       120         33       Ink, EPSON (Black) 001       80         34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	31		120
34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	32		120
34       Ink, EPSON (Yellow) 001       60         35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	33	Ink, EPSON (Black) 001	80
35       Ink, EPSON (Cyan) 001       60         36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60	34		60
36       Ink, EPSON (Magenta) 001       60         37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60		, , ,	
37       Ink, EPSON (Black) 003       60         38       Ink, EPSON (Yellow) 003       60         39       Ink, EPSON (Cyan) 003       60         40       Ink, EPSON (Magenta) 003       60			
38       Ink, EPSON (Yellow) 003       60       60         39       Ink, EPSON (Cyan) 003       60       60         40       Ink, EPSON (Magenta) 003       60       60			60
39         Ink, EPSON (Cyan) 003         60           40         Ink, EPSON (Magenta) 003         60			
40 Ink, EPSON (Magenta) 003 60			

42	Marker, Whiteboard red	80		
43	Marker, Permanent black	80		
44	Notebook, 80 pages	473		
45	Notarial Seal #23	200		
46	Laminating Film ID Size (for	20		
47	Photo Paper Inkjet, A4	50		
48	Paper A4 80 gsm	6000		
49	Paper Legal 80 gsm	50		
50	Paper Fastener, metal	50		
51	Paper clips	50		
52	Pencil	50		
53	Puncher	10		
54	Push pin	30		
55	Pencil Sharpener, big	10		
56	Paper Fastener, plastic	10		
57	Paper, Parchment	1000		
58	Pad, paper	50		
59	Record Book 500 lvs	1900		
60	Ruler Plastic	100		
61	Specialty Board paper	1600		
62	Scissors	100		
63	Sign pen (black)	100		
64	Sign pen (red)	100		
65	Staple Remover	100		
66	Staple Wire	70		
67	Stapler (standard)	100		
68	Sticky Notes	950		
69	Tape, Double-sided 24 mm	500		
70	Tape, Masking	300		
71	Tape, scotch	600		

72 Tape, clothe 48mmx26m		100				
73 White Board Eraser		60				
[Signature of the Authorized Rep.]	[in the capacity of] (Please ind	licate position	of Authorized Rep	v.)]		
Duly authorized to sign Bid for and on behalf of _(Please indicate name of company)						

### *BIDDERS SHALL NOT ALTER THIS FORM

### **Contract Agreement Form for the Procurement of Goods (Revised)**

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

_____

### **CONTRACT AGREEMENT**

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

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation:

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and

#### Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

### **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPP		
	blic for and in City of , 20, personally appeared:	, Philippines, this
NAME	ID ISSUED AT/ON	N
of () pages, include acknowledged before me that the Corporation/Sole Proprietor	he same person who execute the foregoding the page whereon the acknowlethe same is his/her free and voluntary rship he/she represents.  NOTARIAL SEAL, at the place and	edgments is written and act and deed and that of
Doc No; Page No; Book No; Series of 20		

### **OMNIBUS SWORN STATEMENT**

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 following responsibilities as a Bidder:
  - 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.

at

, Philippines.	have hereunto set my hand this day of, 20 at
	Bidder's Representative/Authorized Signatory
of execution], Philippines. Affiant/s me through competent evidence of (A.M. No. 02-8-13-SC). Affiant/	<b>DRN</b> to before me this day of [month] [year] at [place is/are personally known to me and was/were identified by identity as defined in the 2004 Rules on Notarial Practice s exhibited to me his/her [insert type of government her photograph and signature appearing thereon with no
Witness my hand and seal th	nis day of [month] [year].
	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]
Doc. No Page No Book No Series of	

#### BID SECURING DECLARATION FORM

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

SUBSCRIBED AND SWORN to before me this day of [mont of execution], Philippines. Affiant/s is/are personally known to me and was me through competent evidence of identity as defined in the 2004 Rules o (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert typidentification card used], with his/her photograph and signature appearing issued on at	/were identified by n Notarial Practice pe of government
Witness my hand and seal this day of [month] [year].	
NAME OF NOTARY PUBLIC  Serial No. of Commission  Notary Public for until  Roll of Attorneys No  PTR No [date issued], [place IBP No [date issued], [place IBP No [date issued]]	e issued]
Doc. No Page No Book No Series of	

#### STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

### Kindly supply the required information in the spaces provided.

Name of E	Name of Bidder Invitation to Bid Number Page of			Page of _	·			
Name of the	Date of	Contra	Owner's	Contact	Kinds	Date of	Amount	Value of
Contract	the	ct	Name and	Person	of	Delivery	of	Outstandi
	Contrac	Durati	Address	and	Goods	(Please	Contract	ng
	t	on		Contact		indicate		Contracts
				Details		estimated		
				(Tel./Cel		date of		
				l No.		delivery)		
				and/or				
				Email				
				Address)				
0 10								
Government C	Contracts:							
Duizzata Cantus	-4							
Private Contra	icts:							
						Total		
						Total		
	of the Au	ıthorized	Rep.]	Sin the car	nacity of	(Please indic	rate positio	<del>_</del> n
1518mmme	of the Hi	iiiioriz,ea	nep.j	in the ear	such y of		rized Rep.)	
						0, 12,000		J
Duly autho	orized to s	sign Bid 1	for and on bel	half of				
(Please in								

#### *NOTE:*

The aforesaid statement should include those contracts awarded but not yet started.

Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

### STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

### Kindly supply the required information in the spaces provided.

Name of E	Bidder		·	Invitation to E	Bid Numl	per Page	of
Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requireme nt;	Delivery (Please
Duly autho	orized to si	horized Rep gn Bid for a e of compan	of Au and on behalf	the capacity of thorized Rep.)		e indicate po	sition
Bidders sl	hall submit	and attach	a copy of the	end-user's ac	ceptance	e or official r	eceipt(s) or

sales invoice.

### NFCC COMPUTATION

### Kindly supply the required information in the spaces provided.

ABC	THREE MILLION THREE HUNDRE SIXTY-ONE THOUSAND SI HUNDRED FIFTY-SIX PESOS AN 20/100 ONLY (PHP 3,361,656.20)			
DETAILS	AMOUNT			
Current Assets				
	Minus			
Current Liabilities				
Difference of Current				
Assets and Current Liabilities				
	Multiplied by			
K				
Total (Product)				
	Minus			
Total value of all outstanding contracts, including those awarded but not yet started				
Total NFCC				

REPUBLIC OF THE PH	IILIPPINES)
CITY OF	) S.S.
Y	

### 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 if in case it is my first offense, or two (2) years if I have a prior similar 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 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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

of execution], Philippines. Affiant/s is/are pme through competent evidence of identity (A.M. No. 02-8-13-SC). Affiant/s exhib	before me this day of [month] [year] at [place personally known to me and was/were identified by as defined in the 2004 Rules on Notarial Practice pited to me his/her [insert type of government tograph and signature appearing thereon, with no.
Witness my hand and seal this	day of [month] [year].
Serial Notar Roll o PTR I	IE OF NOTARY PUBLIC  No. of Commission  ry Public for until  of Attorneys No  No [date issued], [place issued]  No [date issued], [place issued]
Doc. No Page No Book No Series of	

### DIAGRAM FOR THE SEALING AND MARKING OF THE BID ENVELOPES

