PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

Republic of the Philippines
Department of Education
CORDILLERA ADMINISTRATIVE REGION
Wangal, La Trinidad, Benguet

SUPPLY AND DELIVERY OF OFFICE SUPPLIES AND MATERIALS

Sixth Edition July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF OFFICE SUPPLIES AND MATERIALS

1. The Department of Education- Cordillera Administrative Region (DepEd- CAR), through the FY 2020 General Appropriations Act (FY 2020 GAA) intends to apply the sum of *One Million Eight Hundred Forty Nine Thousand Six Hundred Ninety Eight & 45/100 Pesos (₱1,849,698.45)* being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery of Office Supplies and Materials, broken into lots as follows:

Lot	Particulars	Approved Budget for the
		Contract (ABC) in PhP
1	Office Supplies	1,248,548.45
2	Other Supplies and Materials	601,150.00
Grand Total		1,849,698.45

Bidders may bid for any or all lots. Evaluation and award shall be on a per lot basis. Bids received in excess of the ABC of each lot, and late bids shall be rejected at bid opening.

- 2. The DepEd- CAR through the **Bids and Awards Committee** (**BAC**) now invites bids for the above Procurement Project. Delivery of the Goods is required **by not later than December 17, 2020**. Bidders should have completed, within **two years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *DepEd-CAR Regional Office* and inspect the Bidding Documents at the address given below during 8am to 5pm during working days.
- 5. A complete set of Bidding Documents may be acquired by interested bidders starting October 28, 2020 (office hours only) from the BAC Secretariat/TWG upon payment of the applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB.

Amount of Bidding Documents shall be as follows:

Lot	Bidding Documents Fee (in Php)
1	1,200.00
2	600.00
TOTAL	1,800.00

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 DepEd-CAR Regional Office will hold a Pre-Bid Conference on November 4, 2020 _ at _10am_ at the SNC Hall, DepEd-CAR RO, Wangal, La Trinidad, Benguet, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the Administrative Division of the DepEd-CAR RO, address below, **on or before 10:00 AM of November 16, 2020**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. **Bid opening shall be on November 16, 2020 at 10:01 AM at the SNC Hall, DepEd-CAR, Wangal, La Trinidad, Benguet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The DepEd- CAR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

BAC Secretariat DepEd- CAR Regional Office Wangal, La Trinidad, Benguet Telephone No. (074) 422-18-04

Email address: depedcar.bacsecretariat@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: depedcar.ph [If applicable] For online bid submission: [Indicate website]

October 26, 2020

Original signed
FLORANTE E. VERGARA, CESO V
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Education- Cordillera Administrative Region wishes to receive Bids for the **Supply and Delivery of Office Supplies and Materials** with identification number CB 2020-003.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2020 GAA in the amount of One Million Eight Hundred Forty Nine Thousand Six Hundred Ninety Eight & 45/100 Pesos (₱1,849,698.45).
- 2.2. The source of funding is:
 - a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate 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:
- 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 November 4, 2020, 10:00 AM at Stephen N. Capuyan Hall, DepEd- CAR, Wangal, La Trinidad, Benguet.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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 March 16, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows as One Project having several items grouped into several lots, which shall be awarded as separate contract per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Claus								
e								
5.3	For this purpose, contracts similar to the Project shall be:							
	a. re	ferred	to the su	apply and deliv	ery of office sup	oplies and ma	terials	
		-	ed within of bids.	n tow (2) years	prior to the dead	dline for the s	ubmission a	.nd
7.1	Subcontra			lowed.				
12				-	oted DDP Depl Terms (INCOTE	_		the
14.1	The bid s following	-			of a Bid Securing	g Declaration	, or any of t	he
					Forms of bid Secu	ırity (In PhP)		1
	Lots	ABC	(in PhP)	Cashier's /	Bank	Surety bond	Bid	-
		,,,,,	(,	manager's	draft/guarantee	callable	Securing	
				check	or irrevocable	upon	Declaration	
				issued by a	letter of credit	demand	(no	
				Universal or	issued by a	issued by a	percentage	
				Commercial	Universal or	surety or	required)	
				Bank	Commercial	insurance		
				(2% of ABC)	Bank: Provided,	company		
					however, that it	duly		
					shall be	certified		
					confirmed or	by the		
					authenticated	Insurance		
					by a Universal or Commercial	Commission		
					Bank, if issued	as authorized		
					by a foreign	to		
					bank	issue such		
					(2% of	security		
					ABC)	(5% of ABC)		
	1	1,248	3,548.45	24,970.97	24,970.97	62,427.42	-	
	2		1,150.00	· ·	12,023.00	30,057.50	-	
19.3								
	LO1	Γ	Unit	Item D	escription	Quantity	Approve Bidget for Contrac (ABC)	the ct
	1		ream	Bondpaper size: A4, 80 g	ısm	150	- 1,248,548	2 15
			ream	Bondpaper size: Long, 80) gsm	300	1,240,546). 4 0

pack	Battery Dry Cell 1.5v , AA, alkaline, 2 pcs/pack	20	
pack	Battery Dry Cell 1.5v , AAA, alkaline, 2 pcs/pack	20	
piece	Calligraphy Pen, black, 1.0	48	
cart	Toner Cart HP, black, 17A, Genuine HP Product	50	
cart	Toner Cart HP, black, 83A, Genuine HP Product	10	
cart	Ink Cartridge, HP, Colored, #678	5	
cart	Ink Cartridge, HP, black, #704	5	
Set	Ink Refill for Brother Printer, BT-5000C/M/Y BT-D60Bk for DCP-T710W"	10	
set	Ink Refill Genuine Brother BTD60BK and BT5000C/M/Y Ink(Set of Four)	10	
set	Ink Refill, EPSON L3110/L3150, T664 B,M,C,Y, Genuine Product, 70ml/bottle	15	
set	Ink Cartridge, BROTHER LC535XL, B-M-Y-C, Genuine Product	10	
ream	Cartolina, Pre-cut Long, Assorted Light Color, 500 pieces/ream packed in 100s	5	
ream	Cartolina, Pre-cut A4, Assorted Light Color, 500 pieces/ream packed in 100s	5	
piece	Flash Drive size: 16 GB, 3.0 speed transfer	60	
	Sign Pen blue, 0.5mm Needle Tip, Liquid Gel Ink	20	
	Sign Pen black, 0.5mm Needle Tip, Liquid Gel Ink	20	
pcs	Sign Pen Red, 0.5mm Needle Tip, Liquid Gel Ink	50	

		TAPE, 1", double-sided,		
	roll	adhesive	50	
	pcs	Ring Binder, 3/4"	100	
	piece	Ruler size: 12", clear print details, flexible plastic	15	
	piece	Disk CD-RW, 700 mb, with case	250	
	pcs	Certificate frame, A4, hard board with glass cover	50	
	box	continuous form, 3-ply, LONG 11x14-7/8, carbonless, A+	50	
	box	continuous form, 1-ply, LONG 11x14-7/8, carbonless, A+	60	
	box	continuous form, 3-ply, SHORT, 11x9-1/2, carbonless, A+	40	
	box	continuous form, 1-ply, SHORT, 11x9-1/2, carbonless, A+	100	
	pcs	Epson 664 (black)	20	
	pcs	Toner, 17A, genuine HP Products	90	
	pcs	File Folder: W=3", H=9", L=15" COLOR=RED	300	
	pcs	File Folder: W=3", H=16", L=15" COLOR=RED	100	
2	pcs	Laptop Battery -for ASUS X550ZE, Genuine Product	5	601,150.00
	pcs	Laptop charger for ASUS X550ZE Input: 100-240V ~ 50-60Hz Output: 19.5V – 3.42A 65W Connector Tip: 5.5 * 2.5mm Colour: Black	5	
	pcs	Keyboard -for ASUS X550ZE, Genuine Product	5	
	unit	Printer -Continuous Ink, 3-in-1 (Print-Scan (up to Legal Size)-Copy)	5	
	unit	Computer Table, Heavy Duty -3 Layer Top Computer Table with Printer Stand, Top Printer Shelf, With sliding flat drawer for keyboard, Dimension:L 60cm X W 40cm X H 112cm w/ rollers	15	

pcs	Swivel Chair Heavy Duty, 100kg weight capacity, adjustable 28" base size, color: black	25	
set	Computer Headset Advanced digital USB, connections: USB compatible (1.1 and 2.0),Padded headband and ear pads. Frequency response (Microphone): 100 hertz - 10 kilohertz, Convenient inline volume and mute controls, Compatible with Windows Vista, Windows 7, Windows 8, Windows 10 or later and Mac OS X(10.2.8 or later), OR High Quality Earphones - with 3.5 mm Headphone Plug - with Mic - with built-in remote volume adjustment, control the playback of music and video, and answer or end calls - Deeper, richer bass tones - Greater protection from sweat and water - compatible to all apple, android and windows devices - with tangle-free cable and magnetic earbuds	100	
pcs	Universal Laptop Keyboard Protector 15"-17 " Material: silicone Color: Transparent Thickness:0.4mm Waterproof and dustproof, removable and washable	50	
pcs	Universal laptop Keyboard Protector 13"- 14 " Material: silicone Color: Transparent Thickness:0.4mm Waterproof and dust proof, removable and washable	25	
pcs	Mouse Tracking technology: Optical, Number of buttons: 3, USB port, Type:Wired	20	

		pcs	Mouse, Tracking technology: Optical, Number of buttons: 3, Type:Wireless	10		
20.2	Within a non- extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements: a. Latest income and business tax returns; Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;					
			GEPS Registration (Platinum Meacenses and permits required by la	1,	d in this BDS	
21.2	No Additional I	Oocume	nt			

Section IV. Gener	ral Conditio	ons of Con	tract
		, og e e e	

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Co	ontract
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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, state:] "The delivery terms applicable to the Contract are DDP delivered at DepEd- CAR Regional Office. In accordance with INCOTERMS." [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered at DepEd- CAR Regional Office. 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 DepEd- CAR Regional Office- Daisy P. Eswat.
	 Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Packaging -

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

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

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

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

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

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 Schedule of Payment:

Payment shall be made after full delivery of the items.

4 **Inspection:**

Inspection will be done upon delivery..

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.

LOT	Unit	Item Description	Quantity	Delivery Period
	ream	Bondpaper size: A4, 80 gsm	150	
	ream	Bondpaper size: Long, 80 gsm	300	
	pack	Battery Dry Cell 1.5v , AA, alkaline, 2 pcs/pack	20	
	pack	Battery Dry Cell 1.5v , AAA, alkaline, 2 pcs/pack	20	
	piece	Calligraphy Pen, black, 1.0	48	
	cart	Toner Cart HP, black, 17A, Genuine HP Product	50	
	cart	Toner Cart HP, black, 83A, Genuine HP Product	10	
1	cart	Ink Cartridge, HP, Colored, #678	5	
'	cart	Ink Cartridge, HP, black, #704	5	
	Set	Ink Refill for Brother Printer, BT-5000C/M/Y BT-D60Bk for DCP-T710W"	10	
	set	Ink Refill Genuine Brother BTD60BK and BT5000C/M/Y Ink(Set of Four)	10	
	set	Ink Refill, EPSON L3110/L3150, T664 B,M,C,Y, Genuine Product, 70ml/bottle	15	
	set	Ink Cartridge, BROTHER LC535XL, B-M-Y-C, Genuine Product	10	
	ream	Cartolina, Pre-cut Long, Assorted Light Color, 500 pieces/ream packed in 100s	5	

	ream	Cartolina, Pre-cut A4, Assorted Light Color, 500 pieces/ream packed in 100s	5	
	piece	Flash Drive size: 16 GB, 3.0 speed transfer	60	
		Sign Pen blue, 0.5mm Needle Tip, Liquid Gel Ink	20	
		Sign Pen black, 0.5mm Needle Tip, Liquid Gel Ink	20	
	pcs	Sign Pen Red, 0.5mm Needle Tip, Liquid Gel Ink	50	
	roll	TAPE , 1", double-sided, adhesive	50	
	pcs	Ring Binder, 3/4"	100	
	piece	Ruler size: 12", clear print details, flexible plastic	15	
	piece	Disk CD-RW, 700 mb, with case	250	
	pcs	Certificate frame, A4, hard board with glass cover	50	
	box	continuous form, 3-ply, LONG 11x14-7/8, carbonless, A+	50	
	box	continuous form, 1-ply, LONG 11x14-7/8, carbonless, A+	60	
	box	continuous form, 3-ply, SHORT, 11x9-1/2, carbonless, A+	40	
	box	continuous form, 1-ply, SHORT, 11x9-1/2, carbonless, A+	100	
	pcs	Epson 664 (black)	20	
	pcs	Toner, 17A, genuine HP Products	90	
	pcs	File Folder: W=3", H=9", L=15" COLOR=RED	300	
	pcs	File Folder: W=3", H=16", L=15" COLOR=RED	100	
2	pcs	Laptop Battery -for ASUS X550ZE, Genuine Product	5	
	pcs	Laptop charger for ASUS X550ZE Input: 100-240V ~ 50-60Hz Output: 19.5V – 3.42A 65W Connector Tip: 5.5 * 2.5mm Colour: Black	5	

pcs	Keyboard -for ASUS X550ZE, Genuine Product	5
unit	Printer -Continuous Ink, 3-in-1 (Print-Scan (up to Legal Size)-Copy)	5
unit	Computer Table, Heavy Duty -3 Layer Top Computer Table with Printer Stand, Top Printer Shelf, With sliding flat drawer for keyboard, Dimension:L 60cm X W 40cm X H 112cm w/ rollers	15
pcs	Swivel Chair Heavy Duty, 100kg weight capacity, adjustable 28" base size, color: black	25
set	Computer Headset Advanced digital USB, connections: USB compatible (1.1 and 2.0),Padded headband and ear pads. Frequency response (Microphone): 100 hertz - 10 kilohertz, Convenient inline volume and mute controls, Compatible with Windows Vista, Windows 7, Windows 8, Windows 10 or later and Mac OS X(10.2.8 or later), OR High Quality Earphones - with 3.5 mm Headphone Plug - with Mic - with built-in remote volume adjustment, control the playback of music and video, and answer or end calls - Deeper, richer bass tones - Greater protection from sweat and water - compatible to all apple, android and windows devices - with tangle-free cable and magnetic earbuds	100
pcs	Universal Laptop Keyboard Protector 15"-17 " Material: silicone Color: Transparent Thickness:0.4mm Waterproof and dustproof, removable and washable	50

pcs	Universal laptop Keyboard Protector 13"- 14 " Material: silicone Color: Transparent Thickness:0.4mm Waterproof and dust proof, removable and washable	25	
pcs	Mouse Tracking technology: Optical, Number of buttons: 3, USB port, Type:Wired	20	
pcs	Mouse, Tracking technology: Optical, Number of buttons: 3, Type:Wireless	10	

^{*} The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and o	deliver all the above requirements.	
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	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 "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

LOT	Unit	Item Description	Quantity	Bidder's Statement of Compliance
	ream	Bondpaper size: A4, 80 gsm	150	
	ream	Bondpaper size: Long, 80 gsm	300	
	pack	Battery Dry Cell 1.5v , AA, alkaline, 2 pcs/pack	20	
	pack	Battery Dry Cell 1.5v , AAA, alkaline, 2 pcs/pack	20	
	piece	Calligraphy Pen, black, 1.0	48	
	cart	Toner Cart HP, black, 17A, Genuine HP Product	50	
	cart	Toner Cart HP, black, 83A, Genuine HP Product	10	
	cart	Ink Cartridge, HP, Colored, #678	5	
	cart	Ink Cartridge, HP, black, #704	5	
	Set	Ink Refill for Brother Printer, BT-5000C/M/Y BT-D60Bk for DCP-T710W"	10	
1	set	Ink Refill Genuine Brother BTD60BK and BT5000C/M/Y Ink(Set of Four)	10	
	set	Ink Refill, EPSON L3110/L3150, T664 B,M,C,Y, Genuine Product, 70ml/bottle	15	
	set	Ink Cartridge, BROTHER LC535XL, B-M-Y-C, Genuine Product	10	
	ream	Cartolina, Pre-cut Long, Assorted Light Color, 500 pieces/ream packed in 100s	5	
	ream	Cartolina, Pre-cut A4, Assorted Light Color, 500 pieces/ream packed in 100s	5	
	piece	Flash Drive size: 16 GB, 3.0 speed transfer	60	
		Sign Pen blue, 0.5mm Needle Tip, Liquid Gel Ink	20	
		Sign Pen black, 0.5mm Needle Tip, Liquid Gel Ink	20	

	1	Sign Pen	ĺ	
	pcs	Red, 0.5mm Needle Tip, Liquid Gel Ink	50	
	roll	TAPE, 1", double-sided, adhesive	50	
	pcs	Ring Binder, 3/4"	100	
	piece	Ruler size: 12", clear print details, flexible plastic	15	
	piece	Disk CD-RW, 700 mb, with case	250	
	pcs	Certificate frame, A4, hard board with glass cover	50	
	box	continuous form, 3-ply, LONG 11x14-7/8, carbonless, A+	50	
	box	continuous form, 1-ply, LONG 11x14-7/8, carbonless, A+	60	
	box	continuous form, 3-ply, SHORT, 11x9-1/2, carbonless, A+	40	
	box	continuous form, 1-ply, SHORT, 11x9-1/2, carbonless, A+	100	
	pcs	Epson 664 (black)	20	
	pcs	Toner, 17A, genuine HP Products	90	
	pcs	File Folder: W=3", H=9", L=15" COLOR=RED	300	
	pcs	File Folder: W=3", H=16", L=15" COLOR=RED	100	
2	pcs	Laptop Battery -for ASUS X550ZE, Genuine Product	5	
	pcs	Laptop charger for ASUS X550ZE Input: 100-240V ~ 50-60Hz Output: 19.5V – 3.42A 65W Connector Tip: 5.5 * 2.5mm Colour: Black	5	
	pcs	Keyboard -for ASUS X550ZE, Genuine Product	5	
	unit	Printer -Continuous Ink, 3-in-1 (Print- Scan (up to Legal Size)-Copy)	5	
	unit	Computer Table, Heavy Duty -3 Layer Top Computer Table with Printer Stand, Top Printer Shelf, With sliding flat drawer for keyboard, Dimension:L 60cm X W 40cm X H 112cm w/ rollers	15	
	pcs	Swivel Chair Heavy Duty, 100kg weight capacity, adjustable 28" base size, color: black	25	

set	Computer Headset Advanced digital USB, connections: USB compatible (1.1 and 2.0),Padded headband and ear pads. Frequency response (Microphone): 100 hertz - 10 kilohertz, Convenient inline volume and mute controls, Compatible with Windows Vista, Windows 7, Windows 8, Windows 10 or later and Mac OS X(10.2.8 or later), OR High Quality Earphones - with 3.5 mm Headphone Plug - with Mic - with built-in remote volume adjustment, control the playback of music and video, and answer or end calls - Deeper, richer bass tones - Greater protection from sweat and water - compatible to all apple, android and windows devices - with tangle-free cable and magnetic earbuds	100
pcs	Universal Laptop Keyboard Protector 15"-17 " Material: silicone	50
pcs	Universal laptop Keyboard Protector 13"- 14 " Material: silicone Color: Transparent Thickness:0.4mm Waterproof and dust proof, removable and washable	25
pcs	Mouse Tracking technology: Optical, Number of buttons: 3, USB port, Type:Wired	20
pcs	Mouse, Tracking technology: Optical, Number of buttons: 3, Type:Wireless	10

I hereby certify to comply with all of the above Technical Specifications

Name of Company/Bidder Signature Over Printed Name of Representative Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	gal Do	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
	(c)	and 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; and
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Teo	chnica	l Documents
	(f)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the
	(h)	relevant period as provided in the Bidding Documents; <u>and</u> Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
		Original copy of Notarized Bid Securing Declaration; and
	(i)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	(j)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
Fin	ancia	l Documents
	(k)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
	(1)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

		or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	☐ (m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
		<u>or</u>
		duly notarized statements from all the potential joint venture partners stating
		that they will enter into and abide by the provisions of the JVA in the instance
		that the bid is successful.
	Other do	ocumentary requirements under RA No. 9184 (as applicable)
	☐ (n)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government
		office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
	(o)	Certification from the DTI if the Bidder claims preference as a Domestic
		Bidder or Domestic Entity.
25	FINANO	CIAL COMPONENT ENVELOPE
	\Box (a)	Original of duly signed and accomplished Financial Bid Form; and
	☐ (b)	Original of duly signed and accomplished Price Schedule(s).

