

**REPUBLIC OF THE PHILIPPINES  
PROVINCE OF MISAMIS ORIENTAL  
MUNICIPALITY OF OPOL**



**BIDDING DOCUMENTS**

**Supply and Delivery of  
Office Supplies for 2<sup>nd</sup>  
Quarter 2022**

**OPOL 2022-016**

**Sixth Edition  
July 2020**

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – **Government** Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# *Section I. Invitation to Bid*



Republic of the Philippines  
Province of Misamis Oriental  
**MUNICIPALITY OF OPOL**

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## **INVITATION TO BID FOR SUPPLY AND DELIVERY OF OFFICE SUPPLIES FOR 2<sup>ND</sup> QUARTER 2022**

1. The **Local Government Unit (LGU) of Opol, Misamis Oriental**, through the **FY 2022 Budget of the LGU-Opol (General Fund)** intends to apply the sum of **Five Hundred Sixteen Thousand Three Hundred Sixty Six Pesos and 90/100 (Php 516,366.90)** being the ABC to payments under the contract for **Supply and Delivery of Office Supplies For 2nd Quarter 2022 / OPOL 2022-016**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **LGU of Opol** now invites bids for the above Procurement Project. Delivery of the Goods is required **thirty (30) days upon receipt of the Purchase Order (PO)**. 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 the **LGU of Opol** and inspect the Bidding Documents at the address given below during **office hours from 8:00 AM to 5:00 PM on working days**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 2-26, 2022** from the given address and website 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 One Thousand Pesos (Php 1,000.00) and a Special Permit fee in the amount of One Thousand Pesos (Php 1,000.00) pursuant to the Revised Revenue Code of Opol, Misamis Oriental 2016**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person**.

6. The **LGU of Opol** will hold a Pre-Bid Conference on **September 12, 2022 at 11:00 AM** at the **Bids and Awards Committee (BAC) Office**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **September 26, 2022 at 8:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **September 26, 2022 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **LGU of Opol** 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:

**EDGAR C. OLACO**  
**Bids and Awards Committee (BAC) Office**  
**Zone 3, Poblacion, Opol, Misamis Oriental 9016**  
**lguopol.misor@gmail.com**  
**0905-969-6192**  
**<https://opolmisor.gov.ph>**

12. You may visit the following website:

For downloading of Bidding Documents:  
**<https://opolmisor.gov.ph/announcements/bids-and-awards/>**

**September 2, 2022**

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**(Sgd.) EDGAR C. OLACO**  
BAC Chairperson

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

### **1. Scope of Bid**

The Procuring Entity, **LGU of Opol** wishes to receive Bids for the **Supply and Delivery of Office Supplies for 2<sup>nd</sup> Quarter 2022**, with identification number **OPOL 2022-016**.

The Procurement Project (referred to herein as “Project”) is composed of **one hundred eighty two (182) items**, 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 2022** in the amount of **Five Hundred Sixteen Thousand Three Hundred Sixty Six Pesos and 90/100 (Php 516,366.90)**.

2.2. The source of funding is:

**LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.**

### **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. 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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.3. 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 the specified date and time and at its physical address as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, at its given address 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 **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS**.

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 the **BDS**.

### **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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

The Procuring Entity requests two (2) additional hard copies of the Bid, labeled as Copy 1 and Copy 2.

## 16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and at its physical address 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 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 Entity's 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. 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.

19.3. The Project shall be awarded as follows:

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

19.4. 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*

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;"><b>a. Supply and Delivery of Office Supplies.</b></p> <p style="margin-left: 40px;">b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</p>
7.1	<b>Subcontracting is not allowed.</b>
	<b>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, at its given address indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.</b>
12	<p>The price of the Goods shall be quoted DDP <b>Philippines</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>The bidder should indicate the Brand being offered.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <b><u>Php 10,327.338</u></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <b><u>Php 25,818.345</u></b>, if bid security is in Surety Bond.</p>
15	<p>Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.</p> <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the two (2) copies shall then be enclosed in one single envelope.</p> <p>The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.</p>

	<p>All envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) contain the name of the contract to be bid in capital letters;</li> <li>(b) bear the name and address of the Bidder in capital letters;</li> <li>(c) be addressed to the Procuring Entity's BAC;</li> <li>(d) bear the specific identification of this bidding process; and</li> <li>(e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.</li> </ul>
19.2	No further instructions.
20.1	No further instructions.
21.2	No further instructions.

## ***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 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 VII (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**

- 5.1 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.
- 5.2 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*

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad</i>, the delivery terms applicable to the Contract are DDP <b>Philippines</b>. In accordance with INCOTERMS.</p> <p><i>For Goods supplied from within the Philippines</i>, the delivery terms applicable to this Contract are delivered to <b>Opol, Misamis Oriental</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.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Ms. Maisie M. Quidella</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<ol style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>

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

**Spare Parts –**

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

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

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order.

**Packaging –**

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

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

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p>

	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	<i>Partial payment is not allowed.</i> The terms of payment shall be as follows: <b><u>Upon complete delivery.</u></b>
4	The inspections and tests that will be conducted are: <b>Delivery Inspection to be conducted by the Inspectorate Team composed of the Municipal Inspector, General Services Office, end-user, and the Commission on Audit.</b>

## *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
1-182	Supply and Delivery of Office Supplies for 2nd Quarter 2022	One (1) Lot	13	box	Ballpen, black, 50's	Thirty (30) days upon receipt of the Purchase Order (PO)	
			44	each	Ballpen, black		
			16	each	Ballpen, blue		
			18	each	Ballpen, red		
			1	ream	A3, 297 x 420mm, 80g/m <sup>2</sup> , 500 sheets (A3 Size)		
			10	ream	Bond paper, 100gsm, size: 216mm x 279mm (short)		
			10	ream	Bond paper, multi-purpose, 100 gsm., size: 216mm x 330mm (Legal)		
			10	ream	Bond paper, 80gsm, size: 216mm x 279mm (short)		
			18	ream	Bond paper, 70gsm, size: 216mm x 279mm (short)		
			20	ream	Bond paper, multi-purpose, 70 gsm., size: 210mm x 297mm (A4)		
			2	ream	Calculator, compact, electronic, 14 digits cap		
			6	unit	Clip, back fold, 3/4inch, clamping: 19mm (-1mm)		
			12	box	Clip, back fold, 1", clamping: 25mm (-1mm)		
			17	box	Clip, back fold, 1 1/2", clamping: 32mm (-1mm)		
			13	box	Clip, back fold, 2", clamping: 50mm (-1mm)		
			13	box	Cutter blade, for heavy duty cutter		
			10	piece	Cutter knife, for general purpose		
			1	piece	Magazine file box, large		
			10	piece	Data file box with cover		
			64	piece	Data file box		
			11	piece	Data folder		
			1	piece	Dating and stamping machine		
			2	box	Envelope, brown, A4 size, 100's/box		
			4	box	Envelope, brown, legal size, 100's/box		

			2	box	Envelope, mailing, white, 70gsm, legal, 500's/box
			1	box	Envelope, mailing, white, with window
			10		
			8	piece	Envelope, mailing, legal
			13	piece	Envelope, mailing, short
			65	piece	Envelope, legal, brown
			5	piece	Envelope, short, brown
					Envelope, expandable, legal, plastic with garter color: green without handle
			5	piece	
			77	piece	Envelope, expandable, legal
			5	piece	Envelope, expandable, short
			3	piece	Eraser, for black/whiteboard
			1	piece	Eraser, for pencil, plastic or rubber
			4	tube	Lead, for mechanical pencil, 0.5mm
					Fastener, metal, 70mm between prongs
			35	box	
			25	piece	Flash drive, 16 GB capacity
					Folder, fancy, legal, 50 pieces per bundle
			3	bundle	
					Folder, L-type, legal size, 50 pieces per pack
			1	pack	
			3	pack	Folder, white, A4 size, 100's/pack
			10	pack	Folder, white, legal size, 100's/pack
			1	pack	Folder, pressboard, 50's/pack
			8	piece	Folder, white, short
			5	piece	Folder, white, legal
			12	piece	Folder, pressboard, green
			1	set	File tab divider, legal
			11	bottle	Glue, 130g
			2	pack	Index card, size: 1/2
			1	piece	Index card, data filer/storage
			59	piece	Marker, permanent, bullet type, black
			16	piece	Marker, permanent, bullet type, blue
			54	piece	Marker, whiteboard, black
			2	piece	Marker, whiteboard, blue
			3	unit	Mop bucket with squeezer
					Mophandle, HD, screw type, aluminum
			6	piece	
					Notebook, stenographer, spiral, 40 leaves
			4	piece	
					Notepad, stick-on, 2x3, 100 sheets per pad
			20	pad	

			13	pad	Notepad, stick-on, 3x4, 100 sheets per pad
			33	box	Paper clip, 32mm min (small)
			46	box	Paper clip, 48mm min (jumbo)
			14	box	Pencil, lead with eraser, 12 dozen per box
			10	piece	Philippine National Flag
			3	piece	Puncher, paper, heavy duty, with two-hole guide
			42	book	Record book, 500 pages, size: 214mm x 278mm min
			1	bundle	Ring binder, plastic, 32mm, 10 pieces per bundle
			261	piece	Sign pen, black, liquid/gel ink, 0.5mm needle tip
			2	piece	Sign pen, green, liquid/gel ink, 0.5mm needle tip
			1	unit	Stapler, binder type
			19	piece	Stapler, standard type
			19	piece	Stapler with remover, standard
			20	roll	Tape, electrical, big
			25	roll	Tape, masking, width: 24mm (1") (±1mm)
			15	roll	Tape, masking, width: 48mm (2") (±1mm)
			13	roll	Tape, packaging, width: 48mm (2") (±1mm)
			35	roll	Tape, transparent, width: 24mm (1") (±1mm)
			2	cart	Cartridge, (680), tri-color
			4	cart	Cartridge, (680), black
			2	cart	Cartridge BT, LC539XL, black
			2	cart	Cartridge BT, LC535XL, yellow
			1	cart	Cartridge BT, LC535XL, cyan
			1	cart	Cartridge BT, LC535XL, magenta
			1	bottle	Ink GT (51xl), yellow
			1	bottle	Ink GT (51xl), cyan
			1	bottle	Ink GT (51xl), magenta
			2	bottle	Ink GT (51xl), black
			10	bottle	Ink BT, (D60), black
			15	bottle	Ink BT (5000), magenta
			13	bottle	Ink BT, (5000), cyan
			13	bottle	Ink BT, (5000), yellow
			15	bottle	Ink BT, (6000), black
			10	bottle	Ink (T6644), yellow
			10	bottle	Ink (T6643), magenta



			8	bottle	Ink (T6642), cyan
			18	bottle	Ink (T6641), black
			8	bottle	Ink (001), cyan
			8	bottle	Ink (001), yellow
			8	bottle	Ink (001), magenta
			10	bottle	Ink (001), black
			26	bottle	Ink (003), cyan
			25	bottle	Ink (003), yellow
			23	bottle	Ink (003), magenta
			40	bottle	Ink (003), black
			10	cart	LX 310+ Ribbon Cartridge
			2	bottle	Pigment ink (cu yi), cyan
			2	bottle	Pigment ink (cu yi), magenta
			2	bottle	Pigment ink (cu yi), black
			12	piece	Correction pen
			13	book	Columnar notebook, 4 columns
			3	book	Columnar notebook, 18 columns
			4	piece	Filing tray, 3 layers
			12	piece	Sliding folder, white, short
			15	piece	Frame 8x10
			1	roll	Facsimile paper
			1	bottle	Ink for Numbering Machine
			6	pack	Laminating film
			4	piece	Marker, whiteboard, ink refill, black
			1	piece	Money counting finger wax/moisturizer
			3	pad	Notepad/Stick-on, 1/2"x2", transparent type
			15	pad	Notepad/Stick-on, 1/2"x2", colored
			1	pad	Notepad/Stick-on, 1"x2", transparent
			13	pad	Notepad/Stick-on, 1"x3", yellow
			19	pack	Photo paper, A4
			14	piece	PVC acetate, legal
			4	book	Record book, 200 pages
			19	box	Pushpin
			25	pair	Scissor, big
			12	pack	Sticker paper, 10pc/pck, A4, color: neon
			3	pack	Special paper, short, 8.5 x 11, white 220gsm
			8	pack	Special paper, legal
			2	box	Thumb tacks
			1	piece	Whiteboard, 4x6, wall type

			5	bottle	Riso ink for KZ 30
			5	roll	Master roll
			3	bottle	Develop Ineo 164 toner
			1	bottle	Develop Ineo 165 toner
			1	piece	RJ45
			1	unit	Printer DCP-T280dw (print-scan-copy with ADP (for legal scanning)
			3	unit	Micro SD, extreme pro, 64GB
			5	unit	SSD External hard drive, 512GB
			1	unit	Gun tacker, heavy duty
			4	box	Gun tacker, staple wire
			277	bottle	Alcohol, ethyl, 70%, 500ml
			1	bottle	Bleach, 1 liter
			17	bottle	Cleaner, toilet bowl and urinal
			4	can	Cleanser, (scouring) powder, 350g min, in canister
			22	piece	Detergent bar, 140 grams
			85	pouch	Detergent powder, all purpose, 1kg
			60	can	Disinfectant spray
			1	pack	Deodorizer cake, 2pc/pack
			58	bottle	Dishwashing liquid, 350ml
			4	bottle	Fabric softener/conditioner
			22	can	Insecticide, aerosol type, net content: 600ml min
			18	piece	Glass cleaner
			7	bottle	Muriatic, 1 liter
			13	pack	Moth balls
			95	pack	Toilet tissue paper 2-plys sheets, 12 rolls in a pack
			12	pack	Trash bag, black, 2XL, 37"x40", 10pcs/pack
			3	pack	Battery, AA, rechargeable, 2 pcs in a pack
			3	pack	Battery, AAA, rechargeable, 2 pcs in a pack
			33	piece	Broom, tambo
			22	piece	Broom, tingting
			60	piece	Bulb, LED, 6 watts
			5	tube	LED linear tube, 18 watts fro series
			6	piece	Fluorescent tube, 40watts
			3	piece	Starter, 4-40 watts
			14	bundl e	Rags, all cotton, 32 pieces per kilogram min
			7	piece	Doormat, big
			5	piece	Foot rag, rectangle, big

			9	piece	Duster cleaner, feather	
			2	piece	Trash can w/ cover, big	
			7	piece	Trash can w/ cover, medium	
			7	piece	Hand brush for C.R, big	
			2	piece	Mop squeezer	
			2	piece	Stainless Spoon	
			12	piece	Drinking glass	
			2	piece	Cup, plain white	
			1	dozen	Cup, plain white	
			1	dozen	Saucer, plain white	
			24	pack	Coffee, 3 in 1, 30's per pack	
			15	pack	Chocolate drink, 12's per pack	
			12	pack	Biscuit	

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

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
1	Ballpen, black, 50's	

2	Ballpen, black	
3	Ballpen, blue	
4	Ballpen, red	
5	A3, 297 x 420mm, 80g/m <sup>2</sup> , 500 sheets (A3 Size)	
6	Bond paper, 100gsm, size: 216mm x 279mm (short)	
7	Bond paper, multi-purpose, 100 gsm., size: 216mm x 330mm (Legal)	
8	Bond paper, 80gsm, size: 216mm x 279mm (short)	
9	Bond paper, 70gsm, size: 216mm x 279mm (short)	
10	Bond paper, multi-purpose, 70 gsm., size: 210mm x 297mm (A4)	
11	Calculator, compact, electronic, 14 digits cap	
12	Clip, back fold, 3/4inch, clamping: 19mm (-1mm)	
13	Clip, back fold, 1", clamping: 25mm (-1mm)	
14	Clip, back fold, 1 1/2", clamping: 32mm (-1mm)	
15	Clip, back fold, 2", clamping: 50mm (-1mm)	
16	Cutter blade, for heavy duty cutter	
17	Cutter knife, for general purpose	
18	Magazine file box, large	
19	Data file box with cover	
20	Data file box	
21	Data folder	

22	Dating and stamping machine	
23	Envelope, brown, A4 size, 100's/box	
24	Envelope, brown, legal size, 100's/box	
25	Envelope, mailing, white, 70gsm, legal, 500's/box	
26	Envelope, mailing, white, with window	
27	Envelope, mailing, legal	
28	Envelope, mailing, short	
29	Envelope, legal, brown	
30	Envelope, short, brown	
31	Envelope, expandable, legal, plastic with garter color: green without handle	
32	Envelope, expandable, legal	
33	Envelope, expandable, short	
34	Eraser, for black/whiteboard	
35	Eraser, for pencil, plastic or rubber	
36	Lead, for mechanical pencil, 0.5mm	
37	Fastener, metal, 70mm between prongs	
38	Flash drive, 16 GB capacity	
39	Folder, fancy, legal, 50 pieces per bundle	
40	Folder, L-type, legal size, 50 pieces per pack	
41	Folder, white, A4 size, 100's/pack	

42	Folder, white, legal size, 100's/pack	
43	Folder, pressboard, 50's/pack	
44	Folder, white, short	
45	Folder, white, legal	
46	Folder, pressboard, green	
47	File tab divider, legal	
48	Glue, 130g	
49	Index card, size: 1/2	
50	Index card, data filer/storage	
51	Marker, permanent, bullet type, black	
52	Marker, permanent, bullet type, blue	
53	Marker, whiteboard, black	
54	Marker, whiteboard, blue	
55	Mop bucket with squeezer	
56	Mophandle, HD, screw type, aluminum	
57	Notebook, stenographer, spiral, 40 leaves	
58	Notepad, stick-on, 2x3, 100 sheets per pad	
59	Notepad, stick-on, 3x4, 100 sheets per pad	
60	Paper clip, 32mm min (small)	
61	Paper clip, 48mm min (jumbo)	
62	Pencil, lead with eraser, 12 dozen per box	
63	Philippine National Flag	

64	Puncher, paper, heavy duty, with two-hole guide	
65	Record book, 500 pages, size: 214mm x 278mm min	
66	Ring binder, plastic, 32mm, 10 pieces per bundle	
67	Sign pen, black, liquid/gel ink, 0.5mm needle tip	
68	Sign pen, green, liquid/gel ink, 0.5mm needle tip	
69	Stapler, binder type	
70	Stapler, standard type	
71	Stapler with remover, standard	
72	Tape, electrical, big	
73	Tape, masking, width: 24mm (1") (±1mm)	
74	Tape, masking, width: 48mm (2") (±1mm)	
75	Tape, packaging, width: 48mm (2") (±1mm)	
76	Tape, transparent, width: 24mm (1") (±1mm)	
77	Cartridge, (680), tri-color	
78	Cartridge, (680), black	
79	Cartridge BT, LC539XL, black	
80	Cartridge BT, LC535XL, yellow	
81	Cartridge BT, LC535XL, cyan	
82	Cartridge BT, LC535XL, magenta	
83	Ink GT (51xl), yellow	
84	Ink GT (51xl), cyan	

85	Ink GT (51xl), magenta	
86	Ink GT (51xl), black	
87	Ink BT, (D60), black	
88	Ink BT (5000), magenta	
89	Ink BT, (5000), cyan	
90	Ink BT, (5000), yellow	
91	Ink BT, (6000), black	
92	Ink (T6644), yellow	
93	Ink (T6643), magenta	
94	Ink (T6642), cyan	
95	Ink (T6641), black	
96	Ink (001), cyan	
97	Ink (001), yellow	
98	Ink (001), magenta	
99	Ink (001), black	
100	Ink (003), cyan	
101	Ink (003), yellow	
102	Ink (003), magenta	
103	Ink (003), black	
104	LX 310+ Ribbon Cartridge	
105	Pigment ink (cu yi), cyan	
106	Pigment ink (cu yi), magenta	
107	Pigment ink (cu yi), black	
108	Correction pen	
109	Columnar notebook, 4 columns	
110	Columnar notebook, 18 columns	



111	Filing tray, 3 layers	
112	Sliding folder, white, short	
113	Frame 8x10	
114	Facsimile paper	
115	Ink for Numbering Machine	
116	Laminating film	
117	Marker, whiteboard, ink refill, black	
118	Money counting finger wax/moisturizer	
119	Notepad/Stick-on, 1/2"x2", transparent type	
120	Notepad/Stick-on, 1/2"x2", colored	
121	Notepad/Stick-on, 1"x2", transparent	
122	Notepad/Stick-on, 1"x3", yellow	
123	Photo paper, A4	
124	PVC acetate, legal	
125	Record book, 200 pages	
126	Pushpin	
127	Scissor, big	
128	Sticker paper, 10pc/pck, A4, color: neon	
129	Special paper, short, 8.5 x 11, white 220gsm	
130	Special paper, legal	
131	Thumb tacks	
132	Whiteboard, 4x6, wall type	

133	Riso ink for KZ 30	
134	Master roll	
135	Develop Ineo 164 toner	
136	Develop Ineo 165 toner	
137	RJ45	
138	Printer DCP-T280dw (print-scan-copy with ADP (for legal scanning))	
139	Micro SD, extreme pro, 64GB	
140	SSD External hard drive, 512GB	
141	Gun tacker, heavy duty	
142	Gun tacker, staple wire	
143	Alcohol, ethyl, 70%, 500ml	
144	Bleach, 1 liter	
145	Cleaner, toilet bowl and urinal	
146	Cleanser, (scouring) powder, 350g min, in canister	
147	Detergent bar, 140 grams	
148	Detergent powder, all purpose, 1kg	
149	Disinfectant spray	
150	Deodorizer cake, 2pc/pack	
151	Dishwashing liquid, 350ml	
152	Fabric softener/conditioner	
153	Insecticide, aerosol type, net content: 600ml min	
154	Glass cleaner	
155	Muriatic, 1 liter	

156	Moth balls	
157	Toilet tissue paper 2-plys sheets, 12 rolls in a pack	
158	Trash bag, black, 2XL, 37"x40", 10pcs/pack	
159	Battery, AA, rechargeable, 2 pcs in a pack	
160	Battery, AAA, rechargeable, 2 pcs in a pack	
161	Broom, tambo	
162	Broom, tingting	
163	Bulb, LED, 6 watts	
164	LED linear tube, 18 watts fro series	
165	Fluorescent tube, 40watts	
166	Starter, 4-40 watts	
167	Rags, all cotton, 32 pieces per kilogram min	
168	Doormat, big	
169	Foot rag, rectangle, big	
170	Duster cleaner, feather	
171	Trash can w/ cover, big	
172	Trash can w/ cover, medium	
173	Hand brush for C.R, big	
174	Mop squeezer	
175	Stainless Spoon	
176	Drinking glass	
177	Cup, plain white	
178	Cup, plain white	

179	Saucer, plain white	
180	Coffee, 3 in 1, 30's per pack	
181	Chocolate drink, 12's per pack	
182	Biscuit	

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

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class "A" Documents***

##### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**and**

- (b) 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,  
**and**
- (c) 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).

Technical Documents

- (e) 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**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) 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**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

**Class “B” Documents**

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

