



**BUREAU OF CUSTOMS**  
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

**BIDDING DOCUMENTS  
FOR THE  
SUPPLY AND DELIVERY  
OF VARIOUS OFFICE SUPPLIES  
FOR SUPER  
GREEN LANE (SGL)**

**Project ID No.: BOC-GOODS-2021-17  
November 2021**

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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*

## SECTION I. INVITATION TO BID

### “Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)”

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2021 General Appropriations Act intends to apply the sum of One Million Eight Hundred Seventy-Three Thousand Eight Hundred Forty-Six Pesos (Php1,873,846.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)”. Bids received in excess of the ABC shall be automatically rejected at the bid opening. Details are as follow:

Lot No.	Project ID No.	Description	ABC
1	BOC-GOODS-2021-17A	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php525,096.00
2	BOC-GOODS-2021-17B	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php1,348,750.00
<b>Total ABC</b>			Php1,873,846.00

2. The Bureau of Customs now invites bids for the above Procurement Project. Delivery of the Goods is required specified in the Section VI. Schedule of Requirements. 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 BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 24, 2021, 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 Five Thousand Pesos (P5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

6. The BOC will hold a Pre-Bid Conference on December 1, 2021, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via MICROSOFT TEAMS, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before December 13, 2021, 1:30 p.m. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on December 13, 2021, 2:00 p.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
BOC-BAC Secretariat  
General Services Division  
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila  
Telefax No. 527-9757  
Email address: **[bacsecretariat@customs.gov.ph](mailto:bacsecretariat@customs.gov.ph)**
12. You may visit the following websites:

For downloading of Bidding Documents: **<https://customs.gov.ph/bid-opportunities/>**

Date issued: November 24, 2021

**ATTY. ALVIN H. EBREO, CESE**  
*Chairperson, BOC-BAC*



# *Section II. Instructions to Bidders*

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## **1. Scope of Bid**

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)” with identification number BOC-GOODS-2021-17.

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 Government of the Philippine (GOP) through the source of funding as indicated below for FY 2021 General Appropriations Act in the amount of One Million Eight Hundred Seventy-Three Thousand Eight Hundred Forty-Six Pesos (Php1,873,846.00)

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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **ITB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **ITB**, 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 as provided in paragraph 2 of the **ITB** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until April 12, 2022. 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

- 15.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 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”.
- 15.2 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 copies shall then be enclosed in one single envelope.
- 15.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1;
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids; and
  - (f) Each envelope must be duly signed by the authorized representative.
- 15.4 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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

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

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. The LCB shall likewise submit the required documents for final Post Qualification.}

## **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*

ITB Clause													
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)”</p> <p>The identification number of the Contract is BOC-GOODS-2021-17</p>												
1	<p>This bidding shall have two (2) lot as follows:</p> <p>The identification number of the Contract are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Project ID No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">BOC-GOODS-2021-17A</td> <td style="text-align: center;">Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)</td> <td style="text-align: center;">Php525,096.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">BOC-GOODS-2021-17B</td> <td style="text-align: center;">Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)</td> <td style="text-align: center;">Php1,348,750.00</td> </tr> </tbody> </table>	Lot No.	Project ID No.	Description	ABC	1	BOC-GOODS-2021-17A	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php525,096.00	2	BOC-GOODS-2021-17B	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php1,348,750.00
Lot No.	Project ID No.	Description	ABC										
1	BOC-GOODS-2021-17A	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php525,096.00										
2	BOC-GOODS-2021-17B	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php1,348,750.00										
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2021 General Appropriations Act in the amount of is One Million Eight Hundred Seventy-Three Thousand Eight Hundred Forty-Six Pesos (Php1,873,846.00).</p> <p>The name of the Project is: “Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)”</p>												
3	No further instruction.												
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.												
5.2	Foreign bidders are not allowed.												
5.3	The bidder must have completed, five (5) years prior to December 13, 2021, single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.												

	<p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Supply and Delivery of Office Supplies”</p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on December 1, 2021, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.
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>Lot 1 – Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)</p> <ol style="list-style-type: none"> <li>1. The amount of not less than 2% of ABC if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of not less than 5% of ABC if bid security is in Surety Bond.</li> </ol> <p>Lot 2 - Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)</p> <ol style="list-style-type: none"> <li>1. The amount of not less than 2% of ABC if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of not less than 5% of ABC if bid security is in Surety Bond.</li> </ol>
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.

	<p>All papers/pages of the Bid (Original and Photocopies), including attachments thereto such as brochures, shall be countersigned/initialed each page by the bidder or his/her duly authorized representative.</p> <p>“Failure to comply with the above instructions would rate the bids as failed”</p>												
19.2	<p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder</p> <table border="1" data-bbox="408 752 1337 1182"> <thead> <tr> <th data-bbox="408 752 491 846">Lot No.</th> <th data-bbox="491 752 635 846">Project ID No.</th> <th data-bbox="635 752 1082 846">Description</th> <th data-bbox="1082 752 1337 846">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 846 491 1048">1</td> <td data-bbox="491 846 635 1048">BOC-GOODS-2021-17A</td> <td data-bbox="635 846 1082 1048">Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)</td> <td data-bbox="1082 846 1337 1048">Php525,096.00</td> </tr> <tr> <td data-bbox="408 1048 491 1182">2</td> <td data-bbox="491 1048 635 1182">BOC-GOODS-2021-17B</td> <td data-bbox="635 1048 1082 1182">Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)</td> <td data-bbox="1082 1048 1337 1182">Php1,348,750.00</td> </tr> </tbody> </table>	Lot No.	Project ID No.	Description	ABC	1	BOC-GOODS-2021-17A	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php525,096.00	2	BOC-GOODS-2021-17B	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php1,348,750.00
Lot No.	Project ID No.	Description	ABC										
1	BOC-GOODS-2021-17A	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php525,096.00										
2	BOC-GOODS-2021-17B	Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)	Php1,348,750.00										
20.1	<p>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 the following documents:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>);</li> <li>2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; and</li> <li>3. Other appropriate licenses and permits required by law.</li> </ol>												
21.1	No further instruction												

# ***Section IV. General Conditions of Contract***

## **TABLE OF CONTENTS**

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<b>5. WARRANTY .....</b>	<b>18</b>
<b>6. LIABILITY OF THE SUPPLIER.....</b>	<b>18</b>

## 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**

- 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>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p>
2.2	Payment shall be made only upon submission of the required Documents. Partial Payment is not allowed.
3	No further instructions.
4	<p>Inspections and Tests</p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.</p>
5.1	No further instructions.
5.2	3 months warranty on the replacement of defect toners
6	No additional provision.

## ***SECTION VI. SCHEDULE OF REQUIREMENTS***

<b>LOT</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>DELIVERY DATE</b>
1	Brother DCP-T720 RTS Printer	PC	1	Deliver within twenty (20) calendar days after receipt of Notice to Proceed to be delivered in GSD Office, G/F OCOM Bldg., South Harbor, Port Area Manila.
	Brother BT5000(M)	PC	25	
	Brother BT5000©	PC	25	
	Brother BT5000(Y)	PC	25	
	Brother D60 BK	PC	40	
	Projector <ul style="list-style-type: none"> <li>• Power consumption 255 watts, 197-watt 0.5 watt (standby)</li> <li>• Heat dissipation. 867 BTU/hour (max)</li> <li>• Up to 120-inch display: Full HD Resolution</li> <li>• At least 3600 lumens brightness and 3 LCD Technology</li> <li>• Easy installation:360-degree rotation with portrait projection support</li> <li>• Full HD 1080p Resolution; project up to 110” (16:6) or 120” (16:9) diagonal</li> </ul>	PC	1	
	Laminating Sheet R58002 216x303mm (A4) 80mic 25S	SETS	25	
	Paper Cutter Metal Base A3/A4/A5/B4/B5 High Quality Cutter	PC	2	
	Corkboard BC3045 1x1ft w/wooden frame	PC	1	
	Mouse (Wireless)	PC	12	
	Keyboard (Wireless)	PC	12	
	Folder (Long)	SETS	10	
	Extension Wire Voltage Surge Protector w/Line Filter 5meters	PC	6	
	External Hard Drive (4TB)	PC	6	
	Epson Ink Black	PC	50	
	Epson ink Cyan	PC	50	
	Epson Ink Magenta	PC	50	
	Epson Ink Yellow	PC	50	
	A4 Copy Paper	REAM	750	
	Long Copy Paper	REAM	100	
File/Storage Box	PC	50		
Stapler (Heavy Duty)	PC	3		
Expanding Folder (Green)	PC	50		
Expanding Envelope	PC	50		



	Paper Fastener (Plastic)	BOX	25		
	Clear book (Long)	PC	25		
	Pencil	PC	12		
	Broad Permanent Marker (Black)	PC	30		
	Broad Permanent Marker (Blue)	PC	30		
	Broad Permanent Marker (Green)	PC	30		
	Broad Permanent Marker (Red)	PC	30		
	Record Book (500 pages)	PC	100		
	Scotch Tape (1inch)	PC	100		
	Ruler (Heavy Duty)	PC	12		
	Sign Pen 1.0mm (Blue)	PC	100		
	Sign Pen 0.5mm (Blue)	SETS (3PC)	25		
	Sign Pen 0.5mm (Black)	SETS (3PC)	25		
	Sign Pen 0.5mm (Red)	SETS (3PC)	10		
	Scissor	PC	12		
	Puncher	PC	6		
	Long Brown Envelope (10sheets/bundle)	BUNDLE	50		
	Short Brown Envelope (10sheets/bundle)	BUNDLE	50		
	Step Pedal Trash Din 12L	PC	1		
	Post-It Tape Flag No. 680-9 1x1.71 sign here 50s	PC	100		
	70L Plastic Storage Box Plastic Multi- Purpose Storage Box	PC	1		
	Automatic Alcohol Dispenser <ul style="list-style-type: none"> <li>• At least 450ml</li> <li>• One button control</li> <li>• Infrared Sensor</li> <li>• Reminder of Opening Direction</li> <li>• IPX3 Waterproof</li> <li>• ABS Material</li> </ul>	PC	6		
<b>2</b>	CX522ADE 78C3XK0 Toner (Black)	PC	100		Deliver within twenty (20) calendar days after receipt of Notice to Proceed to be delivered in GSD Office, G/F OCOM Bldg., South Harbor, Port Area Manila.
	CX522ADE 78C3XC0 Toner (Cyan)	PC	75		
	CX522ADE 78C3XY0 Toner (Yellow)	PC	75		
	CX522ADE 78C3M0 Toner (Magenta)	PC	75		

**I hereby commit to comply and deliver the above requirements.**

---

Name of Company (in print)

---

Signature of Company Authorized Representative

---

Name & Designation (in print)

---

Date

# *Section VII. Technical Specifications*

## STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

### A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either “**Comply**” or “**Not Comply**”. All pages shall be properly signed. 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

LOT	DESCRIPTION	STATEMENT OF COMPLIANCE
<b>1</b>		
	Brother DCP-T720 RTS Printer	
	Brother BT5000(M)	
	Brother BT5000©	
	Brother BT5000(Y)	
	Brother D60 BK	
	Projector	
	Laminating Sheet R58002 216x303mm (A4) 80mic 25S	
	Paper Cutter Metal Base A3/A4/A5/B4/B5 High Quality Cutter	
	Corkboard BC3045 1x1ft w/wooden frame	
	Mouse (Wireless)	
	Keyboard (Wireless)	
	Folder (Long)	
	Extension Wire Voltage Surge Protector w/Line Filter 5meters	
	External Hard Drive (4TB)	
	Epson Ink Black	
	Epson ink Cyan	
	Epson Ink Magenta	
	Epson Ink Yellow	
	A4 Copy Paper	
	Long Copy Paper	
	File/Storage Box	
	Stapler (Heavy Duty)	

Expanding Folder (Green)	
Expanding Envelope	
Paper Fastener (Plastic)	
Clear book (Long)	
Pencil	
Broad Permanent Marker (Black)	
Broad Permanent Marker (Blue)	
Broad Permanent Marker (Green)	
Broad Permanent Marker (Red)	
Record Book (500 pages)	
Scotch Tape (1inch)	
Ruler (Heavy Duty)	
Sign Pen 1.0mm (Blue)	
Sign Pen 0.5mm (Blue)	
Sign Pen 0.5mm (Black)	
Sign Pen 0.5mm (Red)	
Scissor	
Puncher	
Long Brown Envelope (10sheets/bundle)	
Short Brown Envelope (10sheets/bundle)	
Step Pedal Trash Din 12L	
Post-It Tape Flag No. 680-9 1x1.71 sign here 50s	
70L Plastic Storage Box Plastic Multi- Purpose Storage Box	
Automatic Alcohol Dispenser	

**I hereby commit to comply and deliver the above requirements.**

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

**STATEMENT OF COMPLIANCE  
TO TECHNICAL SPECIFICATIONS**

**A. INSTRUCTION:**

The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

<b>LOT</b>	<b>DESCRIPTION</b>	<b>STATEMENT OF COMPLIANCE</b>
<b>2</b>		
	CX522ADE 78C3XK0 Toner (Black)	
	CX522ADE 78C3XC0 Toner (Cyan)	
	CX522ADE 78C3XY0 Toner (Yellow)	
	CX522ADE 78C3M0 Toner (Magenta)	

**I hereby commit to comply and deliver the above requirements.**

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

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

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

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

#### ***Class “A” Documents***

##### Legal Documents

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

- (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 relevant period as provided in the Bidding Documents; **and**
- (h) 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
- (i) Conformity with the Schedule of Requirements and 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).
- (k) 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

- (l) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR and SEC; **and**
- (m) 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.

**25 FINANCIAL COMPONENT ENVELOPE**

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



# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

## Bid Form

Date: \_\_\_\_\_

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, **“Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)”** in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures].

LOT	DESCRIPTION	UNIT	QTY	UNIT COST (INCLUSIVE OF VAT)	TOTAL COST
1					
	Brother DCP-T720 RTS Printer	PC	1		
	Brother BT5000(M)	PC	25		
	Brother BT5000©	PC	25		
	Brother BT5000(Y)	PC	25		
	Brother D60 BK	PC	40		
	Projector	PC	1		
	Laminating Sheet R58002 216x303mm (A4) 80mic 25S	SETS	25		
	Paper Cutter Metal Base A3/A4/A5/B4/B5 High Quality Cutter	PC	2		
	Corkboard BC3045 1x1ft w/wooden frame	PC	1		
	Mouse (Wireless)	PC	12		
	Keyboard (Wireless)	PC	12		
	Folder (Long)	SETS	10		
	Extension Wire Voltage Surge Protector w/Line Filter 5meters	PC	6		
	External Hard Drive (4TB)	PC	6		
	Epson Ink Black	PC	50		
	Epson ink Cyan	PC	50		
	Epson Ink Magenta	PC	50		
	Epson Ink Yellow	PC	50		
	A4 Copy Paper	REAM	750		
	Long Copy Paper	REAM	100		





# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

File/Storage Box	PC	50		
Stapler (Heavy Duty)	PC	3		
Expanding Folder (Green)	PC	50		
Expanding Envelope	PC	50		
Paper Fastener (Plastic)	BOX	25		
Clear book (Long)	PC	25		
Pencil	PC	12		
Broad Permanent Marker (Black)	PC	30		
Broad Permanent Marker (Blue)	PC	30		
Broad Permanent Marker (Green)	PC	30		
Broad Permanent Marker (Red)	PC	30		
Record Book (500 pages)	PC	100		
Scotch Tape (1inch)	PC	100		
Ruler (Heavy Duty)	PC	12		
Sign Pen 1.0mm (Blue)	PC	100		
Sign Pen 0.5mm (Blue)	SETS (3PC)	25		
Sign Pen 0.5mm (Black)	SETS (3PC)	25		
Sign Pen 0.5mm (Red)	SETS (3PC)	10		
Scissor	PC	12		
Puncher	PC	6		
Long Brown Envelope (10sheets/bundle)	BUNDLE	50		
Short Brown Envelope (10sheets/bundle)	BUNDLE	50		
Step Pedal Trash Din 12L	PC	1		
Post-It Tape Flag No. 680-9 1x1.71 sign here 50s	PC	100		
70L Plastic Storage Box Plastic Multi- Purpose Storage Box	PC	1		
Automatic Alcohol Dispenser	PC	6		

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*



# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



## Bid Form

Date: \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, **“Supply and Delivery of Various Office Supplies for Super Green Lane (SGL)”** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*.

LOT	DESCRIPTION	UNIT	QTY	UNIT COST (INCLUSIVE OF VAT)	TOTAL COST
2					
	Lexmark Ink Black				
	Lexmark Ink Cyan				
	Lexmark Ink Magenta				
	Lexmark Ink Yellow				

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter’s behalf for the Name of Project of the Name of the Procuring Entity] *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter’s behalf for Name of Project of the Name of the Procuring Entity].**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



*Statement of Single Largest Completed Contract  
which is similar in nature*

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_



## *List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started*

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

### Instructions:

- i. State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document



## Contract Agreement Form

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THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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



# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).



## Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;





5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.



\_\_\_\_\_  
 Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.



**BID SECURING DECLARATION FORM**

REPUBLIC OF THE PHILIPPINES)  
 CITY OF \_\_\_\_\_) S.S.

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid:** *[Insert Reference number]*

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

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

<sup>2</sup> Select one and deschedulelete the other. Adopt the same instruction for similar terms throughout the document.



# BUREAU OF CUSTOMS

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- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

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