DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VII CEBU CITY

BIDDING DOCUMENTS FOR

Supply and Delivery of Toners / Ink Cartridges for DSWD Field Office VII

ITB No. DSWD7-PB-2022-36

April 2022

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	3
SECTION II. INSTRUCTIONS TO BIDDERS	6
SECTION III. BID DATA SHEET	14
SECTION IV. GENERAL CONDITIONS OF CONTRACT	16
SECTION V. SPECIAL CONDITIONS OF CONTRACT	18
SECTION VI. SCHEDULE OF REQUIREMENTS	22
SECTION VII. TECHNICAL SPECIFICATIONS	24
SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	26





Section I. Invitation to Bid

Project Title: Supply and Delivery of Toners / Ink Cartridges for DSWD Field Office VII

Project Identification No.: ITB No. DSWD7-PB-2022-36

- 1. The Department of Social Welfare and Development, Field Office VII (DSWD-FO VII), through the authorized appropriations for Fiscal Year 2022 General Appropriations Act intends to apply the sum of Six Million Three Hundred Six Thousand Three Hundred Eighty-Eight Pesos and 48/100 (₱6,306,388.48) payments under the contract for the Supply and Delivery of Toners / Ink Cartridges for DSWD Field Office VII. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The DSWD Field Office VII now invites bids from PhilGEPS registered suppliers. Delivery of the goods is required within Section VI. Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a single largest completed contract (SLCC) similar to the Project, at least 50% of the ABC or equivalent to Php 3,153,194.24. The SLCC should be supported with the following documents:
 - i.) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
 - ii.) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt / Collection Receipt or Sales Invoice.

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) 9184, otherwise known as the "Government Procurement Reform Act".

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 5183.





- 4. Prospective Bidders may obtain further information from *Department of Social Welfare and Development Field Office VII* and inspect the Bidding Documents at the address given below during *office hours*, 8:00 AM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *April 4*, 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 \$\mathbb{P}10,000.00\$.*

The Procuring Entity shall allow the bidder to present its proof of payment for the fees, they may present in person or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

As stated in GPPB Resolution No. 09-2020, dated 7 May 2020, PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC.

6. The DSWD Field Office VII will hold a Pre-Bid Conference on April 11, 2022, Monday, 3:30 PM at DSWD Field Office VII Conference Room, Cebu City and/or through video-conferencing via Google Meet using the code: procurement7, which shall be open to prospective bidders.

Note:

DSWD Field Office is implementing health screening and temperature check for all personnel, visitor's and client. For your protection, please wear your mask at all times during your visit. Also, kindly fill-out the Health Checklist Form for visitors / clients and submit to the PE's security guard prior to entering the premise.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *April 26, 2022, Tuesday, 3:15 PM*. 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 *April 26, 2022, Tuesday, 3:30 PM* at *DSWD Field Office VII Conference Room, Cebu City* and/or *via Google Meet using the code: procurement7*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *DSWD Field Office VII* 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:

MS. ROSEMARIE S. SALAZAR

Head, BAC Secretariat DSWD – Field Office VII M.J. Cuenco corner Gen. Maxilom Avenue, Cebu City Tel. Nos. (032) 2338785 local 140 and 149

Email Add: <u>bac.fo7@dswd.gov.ph</u> Website: <u>https://fo7.dswd.gov.ph/</u>

April 3, 2022

(SGD.) AILEEN G. CUEVAS Chairperson, Bids and Awards Committee II

Section II. Instructions to Bidders

TABLE OF CONTENTS

1.	Scope of Bid	7
2.	Funding Information	7
3.	Bidding Requirements	7
4.	Corrupt, Fraudulent, Collusive and Coersive Practices	7
5.	Eligible Bidders	8
6.	Origin of Goods	8
7.	Subcontracts	8
8.	Prebid Conference	9
9.	Clarification and Amendment of Bidding Documents	9
10.	Documents Comprising the Bid: Eligibility and Technical Components	10
11.	Documents Comprising the Bid: Financial Component	10
12.	Bid Prices	10
13.	Bid and Payment Currencies	11
14.	Bid Security	11
15.	Sealing and Marking Bids	11
16.	Deadline for Submission of Bids	12
17.	Opening and Preliminary Examination of Bids	12
18.	Domestic Preference	12
19.	Detailed Evaluation and Comparison of Bids	12
20.	Post-Qualification	13
21.	Signing of the Contract	13

A. General

1. Scope of Bid

The Procuring Entity, DSWD Field Office VII wishes to receive Bids for the Supply and Delivery of Toners / Ink Cartridges for DSWD Field Office VII, with identification number ITB No. DSWD7-PB-2022-36.

The Procurement Project is composed of *1 lot*, the details of which are described in **Section VII. Technical Specifications.**

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of Six Million Three Hundred Six Thousand Three Hundred Eighty-Eight Pesos and 48/100 (\$\mathbb{P}6,306,388.48)\$.
- 2.2 The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Projects 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 sources 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 the other factors that may affect the cost, duration and execution or implementation of the contract, project or work and examine all instructions, forms, terms and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its 2016 revised IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of A 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 Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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. [If Procuring Entity has determined that subcontracting is allowed during the bidding] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding maybe changed during the implementation of this contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. 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 *April* 11, 2022, *Monday at 3:30 PM* at its physical address at *DSWD Field Office VII*, *M.J. Cuenco Avenue corner General Maxilom Avenue*, *Carreta*, *Cebu City* and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity either at its given address or through electronic mail indicated in the **IB**, at least ten (10) 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 VII** (Checklist of Technical and Financial **Documents**).

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within [3 years relevant period as provided in paragraph 2 of the **IB**] 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 VII** (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 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination 18 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 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 *120 calendar days* from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidder's 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 purpose 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 by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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 (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

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	a. The name of the Contract is Supply and Delivery of Toners / Ink Cartridges for DSWD Field Office VII, similar contracts shall refer to Supply and Delivery of Toners / Ink Cartridges.				
	b. completed within <i>three</i> (3) years prior to the deadline for the submission and receipt of bids.				
7.1	Subcontracting is not allowed.				
12	The price of the Goods shall be quoted DDP (state place of destination) or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	a. The amount of not less than Php 126,127.77 (indicate the amount equivalent to two percent (2%) of ABC), if bid security is in cash, cashier's/manager's check, bank draft / guarantee or irrevocable letter of credit; or				
	b. The amount of not less than Php 315,319.42 (<i>Indicate the amount equivalent of five percent (5%) of ABC</i>) if bid security is in Surety Bond.				
15	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid. Copy 1 should be a replica of the original as to appearance and contents.				
	Detailed Evaluation and Comparison of Bids				
19.2	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.				
	In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.				

	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 (eFPS) and other appropriate licenses and permits required by law and stated in the BDS .				
	Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16.				
20.2	This project shall be awarded as a whole lot.				
	Latest Income and Business Tax Returns, filed and paid through Electronic Filing and Payments System (EFPS), consisting of the following:				
29.2	a. Income Tax Return with proof of payment, and				
	b. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the period.				

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1.	SCOPE OF CONTRACT	17
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	17
3.	PERFORMANCE SECURITY	17
4.	INSPECTION AND TEST	17
5.	WARRANTY	18
6.	LIABILITY OF THE SUPPLIER	18

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 Contracts (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 test the SCC, Section IV (Technical Specifications) shall specify what inspections and/or test 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 nay 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	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract]
	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contracts shall be as follows:
	"The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[indicate names]</i>
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.
	a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods.
	b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this
	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.

f. [Specify additional incidental service requirements, as needed]

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

Spare Parts -

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months 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.

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

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

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

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.

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

Where the Supplier is required under Contract to deliver the Goods, CIF, CIP, or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of the 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 registry are available but their schedule delays the Supplier

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by the INCOTERMS for DDP deliveries. In case of Goods supplied from within the Philippines or supplies by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights —
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial eights arising from use of the Goods or nay part thereof.
2.2	"The term of payment shall be as follows: "After conduct of each activity and after submission of complete and correct sales documents (Delivery Receipt and Sales/Charge Invoice) by the Supplier."
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests].

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 No.	Item Description	Unit	Qty.	Delivery Schedule
1	Ink Cartridge for Canon Pixma E4270 Printer, PG-47, Black, OEM	Cart	20	
2	Ink Cartridge for Canon Pixma E4270 Printer, CL-57, Tri-Color, OEM	Cart	20	
3	Ink Cartridge Set for Canon Pixma E4270 Printer 2 colors per set (Black & Tri-Color), OEM or Compatible	Set	400	
4	Ink Cartridge for Canon Pixma MX490 Printer, PG-245XL, Black, OEM	Cart	10	
5	Ink Cartridge for Canon Pixma MX490 Printer, CL-246XL, Tri-Color, OEM	Cart	10	
6	Toner Cartridge for Canon imageCLASS MF244dw, OEM or Compatible	Cart	50	D. 1
7	Ink for Brother DCP-T420W Printer, Black, OEM or Compatible	Bottle	35	Delivery is within 30 days after receipt of Notice to Proceed
8	Ink for Brother DCP-T420W Printer, Cyan, OEM or Compatible	Bottle	20	to Froceed
9	Ink for Brother DCP-T420W Printer, Magenta, OEM or Compatible	Bottle	20	
10	Ink for Brother DCP-T420W Printer, Yellow, OEM or Compatible	Bottle	20	
11	Ink for Brother DCP-T720DW Printer, Black, OEM or Compatible	Bottle	18	
12	Ink for Brother DCP-T720DW Printer, Cyan, OEM or Compatible	Bottle	18	
13	Ink for Brother DCP-T720DW Printer, Magenta, OEM or Compatible	Bottle	18	

Item No.	Item Description	Unit	Qty.	Delivery Schedule
14	Ink for Brother DCP-T720DW Printer, Yellow, OEM or Compatible	Bottle	18	
15	Ink for Brother DCP-T720DW Printer, Black, BTD60BK, OEM	Bottle	1,200	
16	Ink for Brother DCP-T720DW Printer, Cyan, BT5000C, OEM	Bottle	600	
17	Ink for Brother DCP-T720DW Printer, Magenta, BT5000M, OEM	Bottle	600	
18	Ink for Brother DCP-T720DW Printer, Yellow, BT5000Y, OEM	Bottle	600	
19	Toner Cartridge for Brother DCP-L2540DW Printer, TN-2380, OEM	Cart	110	
20	Toner Cartridge for Brother DCP-L2550DW Printer, TN-2480, OEM	Cart	4	Delivery is within
21	Toner Cartridge for Brother DCP-L2550DW Printer, OEM or Compatible	Cart	20	30 days after receipt of Notice to Proceed
22	Ink for Epson EcoTank L3110 Printer, Black, OEM or Compatible	Bottle	15	
23	Ink for Epson EcoTank L3110 Printer, Cyan, OEM or Compatible	Bottle	10	
24	Ink for Epson EcoTank L3110 Printer, Magenta, OEM or Compatible	Bottle	10	
25	Ink for Epson EcoTank L3110 Printer, Yellow, OEM or Compatible	Bottle	10	
26	Ink for Epson EcoTank L3150 Printer, Black, OEM or Compatible	Bottle	5	
27	Ink for Epson EcoTank L3150 Printer, Cyan, OEM or Compatible	Bottle	5	
28	Ink for Epson EcoTank L3150 Printer, Magenta, OEM or Compatible	Bottle	5	

Item No.	Item Description	Unit	Qty.	Delivery Schedule
29	Ink for Epson EcoTank L3150 Printer, Yellow, OEM or Compatible	Bottle	5	
30	Ink Set for Epson EcoTank L5290 4 colors per set (Black, Cyan, Magenta and Yellow), OEM	Set	15	
31	Ink for Epson L360 Printer, Black, OEM or Compatible	Bottle	5	
32	Ink for Epson L360 Printer, Cyan, OEM or Compatible	Bottle	3	
33	Ink for Epson L360 Printer, Magenta, OEM or Compatible	Bottle	3	
34	Ink for Epson L360 Printer, Yellow, OEM or Compatible	Bottle	3	
35	Ink for Epson L365 Printer, Black, OEM or Compatible	Bottle	15	Delivery is within
36	Ink for Epson L365 Printer, Cyan, OEM or Compatible	Bottle	1	30 days after receipt of Notice to Proceed
37	Ink for Epson L365 Printer, Magenta, OEM or Compatible	Bottle	1	
38	Ink for Epson L365 Printer, Yellow, OEM or Compatible	Bottle	1	
39	Ink for Epson L5190 Printer, Black, OEM or Compatible	Bottle	275	
40	Ink for Epson L5190 Printer, Cyan, OEM or Compatible	Bottle	35	
41	Ink for Epson L5190 Printer, Magenta, OEM or Compatible	Bottle	35	
42	Ink for Epson L5190 Printer, Yellow, OEM or Compatible	Bottle	35	
43	Ribbon Cartridge for 24-pin Dot Matrix Printer, Epson LQ-310, Black	Piece	74	

Item No.	Item Description	Unit	Qty.	Delivery Schedule
44	Ink Set for HP Smart Tank 515 4 colors per set (Black, Cyan, Magenta and Yellow)	Set	120	
45	Ink Set for HP Smart Tank 615 Printer 4 colors per set (Black, Cyan, Magenta and Yellow) OEM (at least 70ml) or Compatible (at least 100ml)	Set	30	
46	Ink for HP Smart Tank 615 Printer, Black, OEM or Compatible	Bottle	10	
47	Ink for HP Smart Tank 615 Printer, Cyan, OEM or Compatible	Bottle	5	
48	Ink for HP Smart Tank 615 Printer, Magenta, OEM or Compatible	Bottle	5	
49	Ink for HP Smart Tank 615 Printer, Yellow, OEM or Compatible	Bottle	5	
50	Ink Cartridge for HP DeskJet Ink Advantage 2337 Printer, Black, OEM or Compatible	Cart	7	Delivery is within
51	Ink Cartridge for HP DeskJet Ink Advantage 2337 Printer, Tri-Color, OEM or Compatible	Cart	7	30 days after receipt of Notice to Proceed
52	Ink Cartridge for HP DeskJet 3700, HP F6V26AA (HP 680), Black, OEM	Cart	15	
53	Ink Cartridge for HP DeskJet Ink Advantage 3635, HP F6V26AA (HP 680), Black, OEM or Compatible	Cart	24	
54	Ink Cartridge for HP DeskJet Ink Advantage 3635, HP F6V26AA (HP 680), Tri-Color, OEM or Compatible	Cart	15	
55	Ink Cartridge for HP DeskJet Ink Advantage 3776 Printer, HP 680, Black, OEM	Cart	20	
56	Ink Cartridge for HP DeskJet Ink Advantage 3776 Printer, HP 680, Tri-Color, OEM	Cart	20	
57	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Black, OEM	Cart	12	
58	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Cyan, OEM	Cart	6	

Item No.	Item Description	Unit	Qty.	Delivery Schedule
59	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Magenta, OEM	Cart	6	
60	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Yellow, OEM	Cart	6	
61	Toner Cartridge for HP LaserJet MFP M236dw, HP 136A, OEM	Cart	84	
62	Toner Cartridge for HP LaserJet Pro M501 Printer, Black, OEM or Compatible	Cart	15	
63	Toner Cartridge for HP LaserJet Pro P1102 Printer, OEM or Compatible	Cart	4	
64	Toner Cartridge for HP Laser MFP 137fnw Printer, OEM or Compatible	Cart	120	
65	Toner Cartridge Set for HP Color LaserJet Pro MFP M181fw Printer, OEM Colors per Set: Black, Cyan, Magenta, Yellow Type: All original from HP brand Packaging: Must have a security or holographic label and can be scanned online for validation Warranty: Must be replaced if found defective Note: Supplier must have a support office within Metro Cebu	Set	3	Delivery is within 30 days after receipt of Notice to Proceed
66	Toner Cartridge for HP LaserJet Enterprise M607n Printer, OEM Type: All original from HP brand Packaging: Must have a security or holographic label and can be scanned online for validation Warranty: Must be replaced if found defective Note: Supplier must have a support office within Metro Cebu	Cart	4	
67	Toner for Samsung Xpress SL-M2070FW Printer, MLT-D111S, OEM	Cart	100	

Item No.	Item Description	Unit	Qty.	Delivery Schedule	
68	Toner for Samsung ProXpress SL-M4070FR Printer, MLT-D203E, OEM	Cart	50		
69	Toner for Laser Printer Toner Type: Brand new Compatible or OEM Toner ISO Certified (ISO 9001, ISO 14001) ISO Registered Toner Print Output: Laser black, monochrome Toner Page Yield: at most 2,500 pages Toner Warranty: Should be free from materials defects Must be replaced if found defective Supplier must have a support office within Metro Cebu Printer Inclusion: Free use to own printer for every 50 toners Print, Copy and Scan with ADF At least 1 year free parts replacement and labor Brand New Printer	Cart	1000	Delivery is within 30 days after receipt of Notice to Proceed	

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: ______

I hereby certify to comply and deliver the goods within the above-stated period.

Section VII. Technical Specifications

Bidders must state either "Comply" or "Not Comply" at the Statement of Compliance column against each of the individual parameters of each Specification. Brand of the offered item may be indicated in the Bidder's Remarks.

Item No.	Item Description	Statement of Compliance	Bidder's Remarks
1	Ink Cartridge for Canon Pixma E4270 Printer, PG-47, Black, OEM		
2	Ink Cartridge for Canon Pixma E4270 Printer, CL-57, Tri-Color, OEM		
3	Ink Cartridge Set for Canon Pixma E4270 Printer 2 colors per set (Black & Tri-Color), OEM or Compatible		
4	Ink Cartridge for Canon Pixma MX490 Printer, PG-245XL, Black, OEM		
5	Ink Cartridge for Canon Pixma MX490 Printer, CL-246XL, Tri-Color, OEM		
6	Toner Cartridge for Canon imageCLASS MF244dw, OEM or Compatible		
7	Ink for Brother DCP-T420W Printer, Black, OEM or Compatible		
8	Ink for Brother DCP-T420W Printer, Cyan, OEM or Compatible		
9	Ink for Brother DCP-T420W Printer, Magenta, OEM or Compatible		
10	Ink for Brother DCP-T420W Printer, Yellow, OEM or Compatible		
11	Ink for Brother DCP-T720DW Printer, Black, OEM or Compatible		
12	Ink for Brother DCP-T720DW Printer, Cyan, OEM or Compatible		
13	Ink for Brother DCP-T720DW Printer, Magenta, OEM or Compatible		

Item No.	Item Description	Statement of Compliance	Bidder's Remarks
14	Ink for Brother DCP-T720DW Printer, Yellow, OEM or Compatible		
15	Ink for Brother DCP-T720DW Printer, Black, BTD60BK, OEM		
16	Ink for Brother DCP-T720DW Printer, Cyan, BT5000C, OEM		
17	Ink for Brother DCP-T720DW Printer, Magenta, BT5000M, OEM		
18	Ink for Brother DCP-T720DW Printer, Yellow, BT5000Y, OEM		
19	Toner Cartridge for Brother DCP-L2540DW Printer, TN-2380, OEM		
20	Toner Cartridge for Brother DCP-L2550DW Printer, TN-2480, OEM		
21	Toner Cartridge for Brother DCP-L2550DW Printer, OEM or Compatible		
22	Ink for Epson EcoTank L3110 Printer, Black, OEM or Compatible		
23	Ink for Epson EcoTank L3110 Printer, Cyan, OEM or Compatible		
24	Ink for Epson EcoTank L3110 Printer, Magenta, OEM or Compatible		
25	Ink for Epson EcoTank L3110 Printer, Yellow, OEM or Compatible		
26	Ink for Epson EcoTank L3150 Printer, Black, OEM or Compatible		
27	Ink for Epson EcoTank L3150 Printer, Cyan, OEM or Compatible		
28	Ink for Epson EcoTank L3150 Printer, Magenta, OEM or Compatible		

Item No.	Item Description	Statement of Compliance	Bidder's Remarks
29	Ink for Epson EcoTank L3150 Printer, Yellow, OEM or Compatible		
30	Ink Set for Epson EcoTank L5290 4 colors per set (Black, Cyan, Magenta and Yellow), OEM		
31	Ink for Epson L360 Printer, Black, OEM or Compatible		
32	Ink for Epson L360 Printer, Cyan, OEM or Compatible		
33	Ink for Epson L360 Printer, Magenta, OEM or Compatible		
34	Ink for Epson L360 Printer, Yellow, OEM or Compatible		
35	Ink for Epson L365 Printer, Black, OEM or Compatible		
36	Ink for Epson L365 Printer, Cyan, OEM or Compatible		
37	Ink for Epson L365 Printer, Magenta, OEM or Compatible		
38	Ink for Epson L365 Printer, Yellow, OEM or Compatible		
39	Ink for Epson L5190 Printer, Black, OEM or Compatible		
40	Ink for Epson L5190 Printer, Cyan, OEM or Compatible		
41	Ink for Epson L5190 Printer, Magenta, OEM or Compatible		
42	Ink for Epson L5190 Printer, Yellow, OEM or Compatible		
43	Ribbon Cartridge for 24-pin Dot Matrix Printer, Epson LQ-310, Black		

Item No.	Item Description	Statement of Compliance	Bidder's Remarks
44	Ink Set for HP Smart Tank 515 4 colors per set (Black, Cyan, Magenta and Yellow)		
45	Ink Set for HP Smart Tank 615 Printer 4 colors per set (Black, Cyan, Magenta and Yellow) OEM (at least 70ml) or Compatible (at least 100ml)		
46	Ink for HP Smart Tank 615 Printer, Black, OEM or Compatible		
47	Ink for HP Smart Tank 615 Printer, Cyan, OEM or Compatible		
48	Ink for HP Smart Tank 615 Printer, Magenta, OEM or Compatible		
49	Ink for HP Smart Tank 615 Printer, Yellow, OEM or Compatible		
50	Ink Cartridge for HP DeskJet Ink Advantage 2337 Printer, Black, OEM or Compatible		
51	Ink Cartridge for HP DeskJet Ink Advantage 2337 Printer, Tri-Color, OEM or Compatible		
52	Ink Cartridge for HP DeskJet 3700, HP F6V26AA (HP 680), Black, OEM		
53	Ink Cartridge for HP DeskJet Ink Advantage 3635, HP F6V26AA (HP 680), Black, OEM or Compatible		
54	Ink Cartridge for HP DeskJet Ink Advantage 3635, HP F6V26AA (HP 680), Tri-Color, OEM or Compatible		
55	Ink Cartridge for HP DeskJet Ink Advantage 3776 Printer, HP 680, Black, OEM		
56	Ink Cartridge for HP DeskJet Ink Advantage 3776 Printer, HP 680, Tri-Color, OEM		
57	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Black, OEM		

Item No.	Item Description	Statement of Compliance	Bidder's Remarks
58	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Cyan, OEM		
59	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Magenta, OEM		
60	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Yellow, OEM		
61	Toner Cartridge for HP LaserJet MFP M236dw, HP 136A, OEM		
62	Toner Cartridge for HP LaserJet Pro M501 Printer, Black, OEM or Compatible		
63	Toner Cartridge for HP LaserJet Pro P1102 Printer, OEM or Compatible		
64	Toner Cartridge for HP Laser MFP 137fnw Printer, OEM or Compatible		
65	Toner Cartridge Set for HP Color LaserJet Pro MFP M181fw Printer, OEM Colors per Set: Black, Cyan, Magenta, Yellow Type: All original from HP brand Packaging: Must have a security or holographic label and can be scanned online for validation		
	Warranty: Must be replaced if found defective Note: Supplier must have a support office within Metro Cebu		
66	Toner Cartridge for HP LaserJet Enterprise M607n Printer, OEM Type: All original from HP brand Packaging: Must have a security or holographic label and can be scanned online for validation Warranty: Must be replaced if found defective Note: Supplier must have a support office within Metro		
	Cebu		

Item No.	Item Description	Statement of Compliance	Bidder's Remarks
67	Toner for Samsung Xpress SL-M2070FW Printer, MLT-D111S, OEM		
68	Toner for Samsung ProXpress SL-M4070FR Printer, MLT-D203E, OEM		
	Toner for Laser Printer		
	Toner Type:		
	Brand new Compatible or OEM Toner		
	ISO Certified (ISO 9001, ISO 14001)		
	ISO Registered		
	Toner Print Output: Laser black, monochrome		
	Toner Page Yield: at most 2,500 pages Toner Warranty:		
69	Should be free from materials defects		
09	Must be replaced if found defective		
	Supplier must have a support office within Metro		
	Cebu		
	Printer Inclusion:		
	Free use to own printer for every 50 toners		
	Print, Copy and Scan with ADF		
	At least 1 year free parts replacement and labor		
	Brand New Printer		

I hereby certify that all statements indicated under the **Statement of Compliance** and **Bidder's Remarks** are true and correct, otherwise, if found untrue and incorrect either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder
D'11 2 C'
Bidder's Signature over Printed Name
Date:

Section VIII. Checklist of Technical and Financial Documents

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

Business Add						
Name of Contract	Date of the Contract	Contract Duration	Owner's name and address	Kinds of Goods/Services	Amount of Contract and Value of Outstanding Contracts	Date of Delivery
Government						
Private_						
Submitted by	:					
	(Pr	rinted Nam	ne & Signature	2)		
Designation	:					
Date	:					

Instructions:

- 1. State all ongoing contracts including those awarded but not yet started.
- **2.** If there is no ongoing contract including contract awarded but not yet started, state **none** or equivalent term.
- 3. 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).

Statement of Single Largest Completed Contract which is similar in nature

Business Nar	ne	:					
Business Add	dress	:					
Name of Contract		te of tract	Contract Duration	Owner's Name & Address	Kinds of Goods/Services	Amount of Completed Contract	Date of Delivery
NOTE: This	staten	nent sł	nall be support	ted with:			
	i)	Eith	er of Contract,	, Purchase Or	der, Notice of A	ward or Notice	e to Proceed, and
	ii)	Eitl					e, Inspection and or Sales Invoice.
Submitted by	/ : <u> </u>		nted Name &				
Designation	:						
Date	:						

Bid Securing Declaration Form

RE	EPUI	BLIC OF THE PHILIPPINES)
Cľ	TY (OF) S.S.
		BID SECURING DECLARATION
		Project Identification No.: ITB No. DSWD7-2022-36
То	: [In	sert name and address of the Procuring Entity]
I/V	Ve, t	he undersigned, declare that:
1.		Ve understand that, according to your conditions, bids must be supported by a Bid Security, which may in the form of a Bid Securing Declaration.
2.	wit I/w De cor 34.	We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract thany procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing claration, within fifteen (15) days from receipt of the written demand by the procuring entity for the mmission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the vernment may undertake.
3.	I/W	Ve understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
	a.	Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
	b.	I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
	c.	I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.
	IN	WITNESS WHEREOF, I have hereunto set my hand this day of, 20 at, Philippines.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

execution], Philippines. Affiant/s is/are personally competent evidence of identity as defined in the 20 Affiant/s exhibited to me his/her [insert type of typ	re me this day of [month] [year] at [place of known to me and was/were identified by me through 004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). If government identification card used], with his/her no and his/her Community Tax Certificate No.
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 .	

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS	WHEREOF,	Ιh	nave	hereunto	set	my	hand	this	 day	of	,	20	at	
Philippines.														

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

SUBSCRIBED AND SWORN to before me	e this day of [month] [year] at [place of
execution], Philippines. Affiant/s is/are personally know	on to me and was/were identified by me through
competent evidence of identity as defined in the 2004 Ru	ules on Notarial Practice (A.M. No. 02-8-13-SC)
Affiant/s exhibited to me his/her [insert type of gove	ernment 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	h] [year].
	AME OF NOTARY PUBLIC
	erial No. of Commission
	otary Public for until oll of Attorneys No
	TR No, [date issued], [place issued]
	BP No, [date issued], [place issued]
Doc. No	
Page No	
Book No	
Series of	

Net Financial Contracting Capacity (NFCC) Form

a.	Summary of the Bidder-Supplier's/Distributor's/Manufacturer's assets and liabilities on
	the basis of the attached audited financial statements, stamped "RECEIVED" by the
	Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for
	the preceding calendar/tax year which should not be earlier than two (2) years from the
	date of bid submission.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

b. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

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

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

NFCC = ₱	
Submitted by:	
Signature over Printed Name of Authorized Representative	
Business Name of Bidder	
Date:	

Credit Line Form

with business address indicate attractor), if awarded the above the shall be exclusively used to to our terms, conditions an
(Supplier/Supplier/Distributor t of the Department of Social Contract. We are aware that
f 20 in the Cit
f, 20 in the City
ntification, Number
ntification, Number
ntification, Number

BID FORM

]	Date: Project Identification No.: <u>ITB No. DSWD7-202</u>	<u>1-36</u>
Departm		nmittee are & Development, Fi Maxilom Ave., Cebu		
Numbers [insest supply/performs with the said Fevaluated and Schedules attace out not limited	ert numbers], the real the Supply and De PBDs for the sum of corrected for compand herewith and make to: [specify the approximation of the correction of the correction of the correction of the sum of the correction of the correc	ceipt of which is hereby livery of Toners / Ink Control of Interventional Electrons, and other part of this Bid. The blicable taxes, e.g. (i) value	ts (PBDs) including the Supplemental or Bid Bully duly acknowledged, we, the undersigned, offer artridges for DSWD Field Office VII in conformation ords and figures] or the total calculated bid price ther bid modifications in accordance with the Peter total bid price includes the cost of all taxes, such that added tax (VAT), (ii) income tax, (iii) local takes therein or in the Price Schedules,	er to mity e, as Price n as,
If our l	Bid is accepted, we	ındertake:		
a.	•	s in accordance with the ne Philippine Bidding Do	delivery schedule specified in the Schedule of ocuments (PBDs);	
b.	to provide a perfor PBDs;	mance security in the for	rm, amounts, and within the times prescribed in the	ıe
c.		I Validity Period specifie expiration of that perior	ed in the PBDs and it shall remain binding upon used.	s at
[Insert	this paragraph if F	oreion-Assisted Project y	with the Development Partner:	
Comm	issions or gratuities	_	id by us to agents relating to this Bid, and to cont	tract
	ne and address gent	Amount and Currency	Purpose of Commission or gratuity	
`	none, state "None"	,	his Bid, together with your written acceptance the	reof

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

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

and your Notice of Award, shall be binding upon us.

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Financial Proposal Sheet ITB No. DSWD7-PB-2022-36

Date:			

The Bids and Awards Committee

DSWD-Field Office VII M.J. Cuenco Ave., Cebu City

Sir/Madam:

After having carefully read and accepted the terms and conditions in your Bidding Documents, hereunder is our bid:

Item No.	Item Description	Unit	Qty.	Unit Price	Total Price
1	Ink Cartridge for Canon Pixma E4270 Printer, PG-47, Black, OEM	Cart	20		
2	Ink Cartridge for Canon Pixma E4270 Printer, CL-57, Tri-Color, OEM	Cart	20		
3	Ink Cartridge Set for Canon Pixma E4270 Printer 2 colors per set (Black & Tri- Color), OEM or Compatible	Set	400		
4	Ink Cartridge for Canon Pixma MX490 Printer, PG-245XL, Black, OEM	Cart	10		
5	Ink Cartridge for Canon Pixma MX490 Printer, CL-246XL, Tri-Color, OEM	Cart	10		
6	Toner Cartridge for Canon imageCLASS MF244dw, OEM or Compatible	Cart	50		
7	Ink for Brother DCP-T420W Printer, Black, OEM or Compatible	Bottle	35		
8	Ink for Brother DCP-T420W Printer, Cyan, OEM or Compatible	Bottle	20		
9	Ink for Brother DCP-T420W Printer, Magenta, OEM or Compatible	Bottle	20		

Item No.	Item Description	Unit	Qty.	Unit Price	Total Price
10	Ink for Brother DCP-T420W Printer, Yellow, OEM or Compatible	Bottle	20		
11	Ink for Brother DCP- T720DW Printer, Black, OEM or Compatible	Bottle	18		
12	Ink for Brother DCP- T720DW Printer, Cyan, OEM or Compatible	Bottle	18		
13	Ink for Brother DCP- T720DW Printer, Magenta, OEM or Compatible	Bottle	18		
14	Ink for Brother DCP- T720DW Printer, Yellow, OEM or Compatible	Bottle	18		
15	Ink for Brother DCP- T720DW Printer, Black, BTD60BK, OEM	Bottle	1,200		
16	Ink for Brother DCP- T720DW Printer, Cyan, BT5000C, OEM	Bottle	600		
17	Ink for Brother DCP- T720DW Printer, Magenta, BT5000M, OEM	Bottle	600		
18	Ink for Brother DCP- T720DW Printer, Yellow, BT5000Y, OEM	Bottle	600		
19	Toner Cartridge for Brother DCP-L2540DW Printer, TN-2380, OEM	Cart	110		
20	Toner Cartridge for Brother DCP-L2550DW Printer, TN-2480, OEM	Cart	4		
21	Toner Cartridge for Brother DCP-L2550DW Printer, OEM or Compatible	Cart	20		

Item No.	Item Description	Unit	Qty.	Unit Price	Total Price
22	Ink for Epson EcoTank L3110 Printer, Black, OEM or Compatible	Bottle	15		
23	Ink for Epson EcoTank L3110 Printer, Cyan, OEM or Compatible	Bottle	10		
24	Ink for Epson EcoTank L3110 Printer, Magenta, OEM or Compatible	Bottle	10		
25	Ink for Epson EcoTank L3110 Printer, Yellow, OEM or Compatible	Bottle	10		
26	Ink for Epson EcoTank L3150 Printer, Black, OEM or Compatible	Bottle	5		
27	Ink for Epson EcoTank L3150 Printer, Cyan, OEM or Compatible	Bottle	5		
28	Ink for Epson EcoTank L3150 Printer, Magenta, OEM or Compatible	Bottle	5		
29	Ink for Epson EcoTank L3150 Printer, Yellow, OEM or Compatible	Bottle	5		
30	Ink Set for Epson EcoTank L5290, 4 colors per set (Black, Cyan, Magenta and Yellow), OEM	Set	15		
31	Ink for Epson L360 Printer, Black, OEM or Compatible	Bottle	5		
32	Ink for Epson L360 Printer, Cyan, OEM or Compatible	Bottle	3		
33	Ink for Epson L360 Printer, Magenta, OEM or Compatible	Bottle	3		

Item No.	Item Description	Unit	Qty.	Unit Price	Total Price
34	Ink for Epson L360 Printer, Yellow, OEM or Compatible	Bottle	3		
35	Ink for Epson L365 Printer, Black, OEM or Compatible	Bottle	15		
36	Ink for Epson L365 Printer, Cyan, OEM or Compatible	Bottle	1		
37	Ink for Epson L365 Printer, Magenta, OEM or Compatible	Bottle	1		
38	Ink for Epson L365 Printer, Yellow, OEM or Compatible	Bottle	1		
39	Ink for Epson L5190 Printer, Black, OEM or Compatible	Bottle	275		
40	Ink for Epson L5190 Printer, Cyan, OEM or Compatible	Bottle	35		
41	Ink for Epson L5190 Printer, Magenta, OEM or Compatible	Bottle	35		
42	Ink for Epson L5190 Printer, Yellow, OEM or Compatible	Bottle	35		
43	Ribbon Cartridge for 24-pin Dot Matrix Printer, Epson LQ-310, Black	Piece	74		
44	Ink Set for HP Smart Tank 515, 4 colors per set (Black, Cyan, Magenta and Yellow)	Set	120		
45	Ink Set for HP Smart Tank 615 Printer 4 colors per set (Black, Cyan, Magenta and Yellow) OEM (at least 70ml) or Compatible (at least 100ml)	Set	30		

Item No.	Item Description	Unit	Qty.	Unit Price	Total Price
46	Ink for HP Smart Tank 615 Printer, Black, OEM or Compatible	Bottle	10		
47	Ink for HP Smart Tank 615 Printer, Cyan, OEM or Compatible	Bottle	5		
48	Ink for HP Smart Tank 615 Printer, Magenta, OEM or Compatible	Bottle	5		
49	Ink for HP Smart Tank 615 Printer, Yellow, OEM or Compatible	Bottle	5		
50	Ink Cartridge for HP DeskJet Ink Advantage 2337 Printer, Black, OEM or Compatible	Cart	7		
51	Ink Cartridge for HP DeskJet Ink Advantage 2337 Printer, Tri-Color, OEM or Compatible	Cart	7		
52	Ink Cartridge for HP DeskJet 3700, HP F6V26AA (HP 680), Black, OEM	Cart	15		
53	Ink Cartridge for HP DeskJet Ink Advantage 3635, HP F6V26AA (HP 680), Black, OEM or Compatible	Cart	24		
54	Ink Cartridge for HP DeskJet Ink Advantage 3635, HP F6V26AA (HP 680), Tri- Color, OEM or Compatible	Cart	15		
55	Ink Cartridge for HP DeskJet Ink Advantage 3776 Printer, HP 680, Black, OEM	Cart	20		
56	Ink Cartridge for HP DeskJet Ink Advantage 3776 Printer, HP 680, Tri-Color, OEM	Cart	20		

Item No.	Item Description	Unit	Qty.	Unit Price	Total Price
57	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Black, OEM	Cart	12		
58	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Cyan, OEM	Cart	6		
59	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Magenta, OEM	Cart	6		
60	Toner Cartridge for HP Color LaserJet Pro MFP M479dw Printer, Yellow, OEM	Cart	6		
61	Toner Cartridge for HP LaserJet MFP M236dw, HP 136A, OEM	Cart	84		
62	Toner Cartridge for HP LaserJet Pro M501 Printer, Black, OEM or Compatible	Cart	15		
63	Toner Cartridge for HP LaserJet Pro P1102 Printer, OEM or Compatible	Cart	4		
64	Toner Cartridge for HP Laser MFP 137fnw Printer, OEM or Compatible	Cart	120		
65	Toner Cartridge Set for HP Color LaserJet Pro MFP M181fw Printer, OEM Colors per Set: Black, Cyan, Magenta, Yellow Type: All original from HP brand Packaging: Must have a security or holographic label and can be scanned online for validation Warranty: Must be replaced if found defective Note: Supplier must have a support office within Metro Cebu	Set	3		

Item No.	Item Description	Unit	Qty.	Unit Price	Total Price
66	Toner Cartridge for HP LaserJet Enterprise M607n Printer, OEM Type: All original from HP brand Packaging: Must have a security or holographic label and can be scanned online for validation Warranty: Must be replaced if found defective Note: Supplier must have a	Cart	4		
67	support office within Metro Cebu Toner for Samsung Xpress SL-M2070FW Printer, MLT- D111S, OEM	Cart	100		
68	Toner for Samsung ProXpress SL-M4070FR Printer, MLT-D203E, OEM	Cart	50		
69	Toner for Laser Printer Toner Type: Brand new Compatible or OEM Toner ISO Certified (ISO 9001, ISO 14001) ISO Registered Toner Print Output: Laser black, monochrome Toner Page Yield: at most 2,500 pages Toner Warranty: Should be free from materials defects Must be replaced if found defective	Cart	1000		

Supplier must have a support				
office within Metro Cebu				
Printer Inclusion:				
Free use to own printer for				
every 50 toners				
Print, Copy and Scan with				
ADF				
At least 1 year free parts				
replacement and labor				
Brand New Printer				
TOTAL BID I	PRICE	(In Figures)		
TOTAL BID PRICE (In Words)			
Note: The above quoted prices are VA	AT inclus	sive and delive	ry cost.	
Very truly yours,				
Name of Company / Bidder				
Name/Signature of Authorized Repres	 sentative			

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 the 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 Area;

*** Official Receipt for renewal in the absence of Valid Mayor's Permit for CY 2022 with attached Mayor's Permit for CY 2021.

Note: CY 2022 Valid Mayor's Permit must be available during the conduct of post-qualification. Pursuant to Section 23. Eligibility Requirements for the Procurement of Goods and Infrastructure Projects, paragraph ii states:

"In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR."

<u>and</u>

(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 contract, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- **(f)** Statement of 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**

- i.) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
- ii.) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt / Collection Receipt or Sales Invoice.
- (g) Original copy of the Bid Security. If in the form of Surety Bond, submit also a certification issued by the Insurance Commission,
 - The amount of not less than **Php 126,127.77** (indicate the amount equivalent to two percent (2%) of ABC), if bid security is in cash, cashier's/manager's check, bank draft / guarantee or irrevocable letter of credit; or
 - The amount of not less than **Php 315,319.42** (*Indicate the amount equivalent of five percent (5%) of ABC*) if bid security is in Surety Bond.<u>or</u>
 - Original copy of Notarized Bid Securing Declaration; and
- (h) Conformity with the Schedule of Delivery and Technical Specifications, which may include production / delivery schedule, manpower, requirement, and/or after-sales/parts, if applicable; <u>and</u>
- (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.

Technical Documents

- (j) The Supplier's audited financial statement, 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);

<u>or</u>

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

Class "B" Documents

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

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

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

- (n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original duly signed and accomplished Financial Bid Form; and
- (b) Original duly signed and accomplished Priced Schedule(s) / Financial Proposal Sheet(s)

SUPPLIER / SERVICE PROVIDER'S BANK INFORMATION

Name of Bank	
Branch	
Bank Account Name	
Account No.	
TIN No.	
PLEASE CHECK IF TIN VAT NON- VAT	NUMBER is VAT or NON-VAT
Signature: Name of Authorized Repr Position:	resentative: