

PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF SUPPLIES AND MATERIALS FOR 1ST QUARTER CY 2024 OF DEPED NCR

PB ASD 2023-008



Department of Education
NATIONAL CAPITAL REGION
Misamis Street, Bago Bantay, Quezon City
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INVITATION TO BID FOR SUPPLY AND DELIVERY OF SUPPLIES AND MATERIALS FOR 1ST QUARTER CY 2024 OF DEPED NCR

1. The *Department of Education – National Capital Region (DepEd-NCR)* through the *NEP for CY 2024 under the General Appropriations Act (GAA) CY 2024* intends to apply the sum of *ONE MILLION SEVEN HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED THIRTY-EIGHT PESOS & TWENTY-ONES CENTAVOS (PHP1,749,838.21)* being the ABC to payments under the contract for *Supply and Delivery of Office Supplies and Materials for 1st Quarter CY 2024 of DepEd NCR / PB ASD 2023-008*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DepEd – NCR* now invites bids for the above Procurement Project. Delivery of the Goods is required *thirty (30) days*. 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *DepEd - NCR* and inspect the Bidding Documents at the address given below during Monday to Friday **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **November 6, 2023** by downloading a copy in the agency’s website at **<https://depedncr.com.ph/invitation-to-bid/>** or by requesting the PDF copy through the DepEd-NCR Procurement Unit at email address: **procurement.depdedncr@gmail.com** and/or **procurement.ncr@depded.gov.ph** and upon payment of the applicable fee for the Bidding Documents at the Cashier’s Section, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php5,000.00)**. The Prospective Bidders shall accomplish the bidder’s information survey through this link **<http://bit.ly/NCR-BiddersInformationSheet>**. An Order of Payment shall be secured from the Procurement Unit for the payment of the Bidding Documents fee for the issuance of Official Receipt at the Cashier’s Office of DepEd NCR.

6. The *DepEd – NCR* will hold a Pre-Bid Conference¹ on **November 15, 2023 at 2:00 PM** via Google Meet Platform, which shall be open to all prospective bidders. The meeting link will be sent to your email address upon notification.
7. Bids must be duly received by the BAC Secretariat/Procurement Unit through manual submission at the office address indicated below on or before **12:00 Noon of November 29, 2023**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 29, 2023 – 2:00 PM** at DepEd – NCR Conference Hall and via **Google Meet Platform** for bidders' representatives who choose to attend the activity. Further instructions on the submission and opening of bids is stated in **ITB** Clause 16.
10. The *DepEd - NCR* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*BAC Secretariat/ procurement Unit
Misamis Street, Bago Bantay, Quezon City
Email Address: bac.ncr@deped.gov.ph or procurement.ncr@deped.gov.ph or
procurement.depedncr@gmail.com*

October 27, 2023


CRISTITO A. ECO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DepEd - NCR* wishes to receive Bids for the *Supply and Delivery of Office Supplies and Materials for 1st Quarter CY 2024*, with identification number *PB ASD 2023-008*.

The Procurement Project (referred to herein as “Project”) is composed of procurement of *Office Supplies and Materials for 1st Quarter CY 2024 of DepEd NCR*, 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 2024* in the amount of *PHP1,749,838.21*.

2.2. The source of funding is: *CY 2024 GAA/NEP FY 2024*

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

DepEd-NCR, 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:

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;
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least 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. DepEd-NCR prescribes that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **October 26, 2023 – 2:00 PM** either at its physical address at *DepEd NCR Conference Hall, Misamis St., Bago Bantay, Quezon 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) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components in three (3) copies, original copy & copies 1 & 2

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

11. Documents comprising the Bid: Financial Component in three (3) copies, original copy & copies 1 & 2

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

12. Bid Prices

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

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and at its physical address as indicated in paragraph 7 of the **IB**.
 - a. Bids can be submitted manually or through mail courier or registered mail, the indicated date of receipt of the postal service or courier service shall be considered as date of submission to the BAC concerned, without prejudice to any verification during the post qualification.
 - b. Send hard copy via courier, on condition that the BAC Secretariat will be provided with the proof of waybill and the hard copies of the documents must be received by the BAC Secretariat before the actual opening of bids.
 - c. Any bid modification shall likewise be submitted, provided that it is done before the deadline for submission and receipt of bids. The actual time of bid submission shall be the time reflected in the mail of the bidder.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – 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. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.
- 20.3. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 20.4 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 20.5 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 20.6 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 20.7 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 20.8 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Similar contracts pertain to contract for the supply and delivery of <i>office supplies and materials</i> b. Completed prior to the deadline for the submission and receipt of bids.
12	<p>The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. A notarized Bid Securing Declaration (BSD) or b. The amount of not less than <i>Php34,996.76 or equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or c. The amount of not less than <i>Php87,491.91 or equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>The delivery site is DepEd NCR Regional Office Proper (ROP).</i> <i>The delivery period is thirty (30) days.</i></p> <p>“The delivery terms applicable to this Contract are delivered to <i>DepEd NCR ROP</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Property & Supply Section (PSS)</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <p>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.</p>

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:

Select appropriate requirements and delete the rest.

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

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

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

	<p>Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity : <i>DepEd - NCR</i> Name of the Supplier : Contract Description : <i>Supply and Delivery of Office Supplies and Materials for 1st Quarter CY 2024</i> Final Destination : <i>DepEd – NCR Regional Office Proper</i> Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity		Total	Delivered, Weeks/Months
1	Clearbook A4 Size	57	box		30 days
2	Clearbook Legal Size	47	box		30 days
3	Signpen, 1.0 black (Branded)	300	pcs		30 days
4	Signpen, 1.0 blue (Branded)	292	pcs		30 days
5	Battery, Dry cell, Size AA (Branded)	145	pack		30 days
6	Battery, Dry cell, Size AAA (Branded)	147	pack		30 days
7	Airfreshener can, Aerosol type (Branded)	78	can		30 days
8	Ink for Stamp Pad	31	bottle		30 days
9	External Hard Drive 1TB	37	unit		30 days
10	Glue, All Purpose	46	jar		30 days
11	Staple wire HD (Binder Type) 23/13	22	box		30 days
12	Staple wire, Standard	85	box		30 days
13	Tape Masking 24mm roll	79	roll		30 days
14	Tape Masking 48mm roll	68	roll		30 days
15	Tape Packaging 48mm roll	56	roll		30 days
16	Tape Transparent 24mm roll	123	roll		30 days
17	Tape Transparent 48mm roll	80	roll		30 days

18	Ruler, Flexible, plastic 450mm	68	pc		30 days
19	Blade for general purpose cutter/ utility knife tube 18mm	27	tube		30 days
20	Calculator, compact, 14 digits unit	27	unit		30 days
21	Correction Tape 8m	218	pc		30 days
22	Cutter / Utility knife for general purpose	38	pc		30 days
23	Data File Box	161	pc		30 days
24	Data Folder	676	pcs		30 days
25	Dater Stamp	15	pcs		30 days
26	Envelope, Documentary A4 box	35	box		30 days
27	Envelope, Documentary, Legal box	35	box		30 days
28	Envelope, Expanding kraft	27	box		30 days
29	Fastener Metal non sharp edges	70	box		30 days
30	Folder with Tab A4 50pcs	53	pack		30 days
31	Folder with Tab Legal	50	pack		30 days
32	Folder press board A4 (100pcs /per box)	10	box		30 days
33	Magazine File box, large	98	pc		30 days
34	Marker, Flourescent set	50	pc		30 days
35	Marker, Permanent, Black bullet type	110	pc		30 days
36	Marker, Permanent, Blue bullet type	100	pc		30 days

37	Marker, Permanent, Red bullet type	90	pc		30 days
38	Marker, Whiteboard, Black bullet type	75	pc		30 days
39	Marker, Whiteboard, Blue bullet type	61	pc		30 days
40	Marker, Whiteboard, Red bullet type	60	pc		30 days
41	Ribbon Matrix LQ310	30	pcs		30 days
42	Paper clip, vinyl/ plastic coated 33mm	69	box		30 days
43	Paper clip, vinyl/ plastic coated, Jumbo 150mm	87	box		30 days
44	Pencil with eraser	50	box		30 days
45	Pencil, Sharpener	41	pc		30 days
46	Puncher, Heavy Duty	38	pc		30 days
47	Rubber Bond no.18	47	box		30 days
48	Stamp pad	21	pc		30 days
49	Scissors, Symmetrical /asymmetrical	78	pair		30 days
50	Stapler, standard type with staple wire remover	73	pc		30 days
51	Staple, H.D (binder)	9	pc		30 days
52	Staple, Remover, metal type	80	pc		30 days
53	Tape Dispenser, Table top	40	pc		30 days
54	Computer continuous form 3 ply, 280mm x 241mm	34	box		30 days
55	Notepad, Stick-on 50mm x 76mm pad	78	pad		30 days

56	Notepad, Stick-on 76mm x 100mm pad	85	pad		30 days
57	Notepad, Stick-on 76mm x 76mm pad	81	pad		30 days
58	Paper, Multicopy, A4 80 gsm	501	rm		30 days
59	Paper, Multicopy, Legal	100	rm		30 days
60	Record book, 300 pages book, 214mm x 278mm	103	book		30 days
61	Record book, 500 pages book, 214mm x 278mm	120	book		30 days
62	Ink, Cartridge Canon PG-810 black	3	cart		30 days
63	Ink, Cartridge, Epson (T664)Black	6	cart		30 days
64	Ink, Cartridge, Epson (T664) Cyan	6	cart		30 days
65	Ink, Cartridge, Epson (T664)Magenta	6	cart		30 days
66	Ink, Cartridge, Epson (T664) Yellow	6	cart		30 days
67	Ink, Cartridge, HPCNC92AA (HP704) Black	6	cart		30 days
68	Ink, Cartridge, HPCNC92AA (HP704) Tri-color	6	cart		30 days
69	Ink, Cartridge, CZ107AA (HP678) Black	2	cart		30 days
70	Ink, Cartridge, CZ107AA (HP678) Tri-color	6	cart		30 days
71	Ink, Cartridge, HPF6V26AA (HP680) Tri-color	12	cart		30 days

72	Ink, Cartridge, HPF6V26AA (HP680) Black	12	cart		30 days
73	Toner Cartridge, HPCE285A (HP85A) Black	7	cart		30 days
74	Ballpen, Black (Branded)	650	pc		30 days
75	Laminating Film A4 (125 microns) 20pcs/ pack	20	pack		30 days
76	Laminating Film A4 (250 microns) 20pcs/ pack	20	pack		30 days
77	Sticker Paper A4	67	pack		30 days
78	Double side Tape	77	pc		30 days
79	Photo paper A4 10pcs/pack	104	pack		30 days
80	Glue Stick (for glue gun)	12	pack		30 days
81	Epson 003 Ink - Black	194	bottle		30 days
82	Epson 003 Ink - Cyan	171	bottle		30 days
83	Epson 003 Ink - Yellow	171	bottle		30 days
84	Epson 003 Ink - Magenta	153	bottle		30 days
85	GT52 Black	1	bottle		30 days
86	GT52 Cyan	1	bottle		30 days
87	GT52 Magenta	1	bottle		30 days
88	GT52 Yellow	1	bottle		30 days
89	HP 107A Black Laser Toner	2	pc		30 days
90	Waste Basket	58	pc		30 days
91	Rag, All cotton	14	bundle		30 days

92	Light-Emitting Diode (LED) Lightbulb 7 watts	110	pc		30 days
93	Light-Emitting Diode (LED) Lightbulb 18 watts	272	pc		30 days
94	Twine Plastic roll	19	roll		30 days
95	Toner Cartridge, Brother TN-2480 Black	4	cart		30 days
96	CTL 2000HK Black Toner	2	cart.		30 days
97	CTL 2000HC Cyan Toner	2	cart.		30 days
98	CTL 2000HY Yellow Toner	2	cart.		30 days
99	CTL 2000HM Magenta Toner	2	cart.		30 days
100	Insecticide 500ML (Branded)	30	can		30 days
101	Epson 001 Ink Black	4	bottle		30 days
102	Epson 001 Ink Cyan	4	bottle		30 days
103	Epson 001 Ink Magenta	4	bottle		30 days
104	Epson 001 Ink Yellow	4	bottle		30 days

Section VII. Technical Specifications

Item	Specification	Statement of Compliance		
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>		
No.	Technical Specifications	Unit	Qty	Remarks
1	Clearbook A4 Size	box	57	
2	Clearbook Legal Size	box	47	
3	Signpen, 1.0 black (Branded)	pcs	300	
4	Signpen, 1.0 blue (Branded)	pcs	292	
5	Battery, Dry cell, Size AA (Branded)	pack	145	
6	Battery, Dry cell, Size AAA (Branded)	pack	147	
7	Airfreshener can, Aerosol type (Branded)	can	78	
8	Ink for Stamp Pad	bottle	31	
9	External Hard Drive 1TB	unit	37	
10	Glue, All Purpose	jar	46	
11	Staple wire HD (Binder Type) 23/13	box	22	
12	Staple wire, Standard	box	85	
13	Tape Masking 24mm roll	roll	79	
14	Tape Masking 48mm roll	roll	68	
15	Tape Packaging 48mm roll	roll	56	
16	Tape Transparent 24mm roll	roll	123	

17	Tape Transparent 48mm roll	roll	80	
18	Ruler, Flexible, plastic 450mm	pc	68	
19	Blade for general purpose cutter/ utility knife tube 18mm	tube	27	
20	Calculator, compact, 14 digits unit	unit	27	
21	Correction Tape 8m	pc	218	
22	Cutter / Utility knife for general purpose	pc	38	
23	Data File Box	pc	161	
24	Data Folder	pcs	676	
25	Dater Stamp	pcs	15	
26	Envelope, Documentary A4 box	box	35	
27	Envelope, Documentary, Legal box	box	35	
28	Envelope, Expanding kraft	box	27	
29	Fastener Metal non sharp edges	box	70	
30	Folder with Tab A4 50pcs	pack	53	
31	Folder with Tab Legal	pack	50	
32	Folder press board A4 (100pcs /per box)	box	10	
33	Magazine File box, large	pc	98	
34	Marker, Flourescent set	pc	50	
35	Marker, Permanent, Black bullet type	pc	110	
36	Marker, Permanent, Blue bullet type	pc	100	
37	Marker, Permanent, Red bullet type	pc	90	
38	Marker, Whiteboard, Black bullet type	pc	75	
39	Marker, Whiteboard, Blue bullet type	pc	61	
40	Marker, Whiteboard, Red bullet type	pc	60	
41	Ribbon Matrix LQ310	pcs	30	
42	Paper clip, vinyl/ plastic coated 33mm	box	69	
43	Paper clip, vinyl/ plastic coated, Jumbo 150mm	box	87	
44	Pencil with eraser	box	50	
45	Pencil, Sharpener	pc	41	
46	Puncher, Heavy Duty	pc	38	
47	Rubber Bond no.18	box	47	
48	Stamp pad,	pc	21	
49	Scissors, Symmterical /asymmetrical	pair	78	
50	Stapler, standard type with staple wire remover	pc	73	
51	Staple, H.D (binder)	pc	9	
52	Staple, Remover, metal type	pc	80	
53	Tape Dispenser, Table top	pc	40	
54	Computer continuous form 3 ply, 280mm x 241mm	box	34	
55	Notepad, Stick-on 50mm x 76mm pad	pad	78	
56	Notepad, Stick-on 76mm x 100mm pad	pad	85	

57	Notepad, Stick-on 76mm x 76mm pad	pad	81	
58	Paper, Multicopy, A4 80q sm	rm	501	
59	Paper, Multicopy, Legal	rm	100	
60	Record book, 300 pages book, 214mm x 278mm	book	103	
61	Record book, 500 pages book, 214mm x 278mm	book	120	
62	Ink, Cartridge Canon PG-810 black	cart	3	
63	Ink, Cartridge, Epson Epson (T664)Black	cart	6	
64	Ink, Cartridge, Epson (T664) Cyan	cart	6	
65	Ink, Cartridge, Epson Epson (T664)Magenta	cart	6	
66	Ink, Cartridge, Epson Epson (T664) Yellow	cart	6	
67	Ink, Cartridge, HPCNC92AA (HP704) Black	cart	6	
68	Ink, Cartridge, HPCNC92AA (HP704) Tri-color	cart	6	
69	Ink, Cartridge, CZ107AA (HP678) Black	cart	2	
70	Ink, Cartridge, CZ107AA (HP678) Tri-color	cart	6	
71	Ink, Cartridge, HPF6V26AA (HP680) Tri-color	cart	12	
72	Ink, Cartridge, HPF6V26AA (HP680) Black	cart	12	
73	Toner Cartridge, HPCE285A (HP85A) Black	cart	7	
74	Ballpen, Black (Branded)	pc	650	
75	Laminating Film A4 (125 microns) 20pcs/ pack	pack	20	
76	Laminating Film A4 (250 microns) 20pcs/ pack	pack	20	
77	Sticker Paper A4	pack	67	
78	Double side Tape	pc	77	
79	Photo paper A4 10pcs/pack	pack	104	
80	Glue Stick (for glue gun)	pack	12	
81	Epson 003 Ink - Black	bottle	194	
82	Epson 003 Ink - Cyan	bottle	171	
83	Epson 003 Ink - Yellow	bottle	171	
84	Epson 003 Ink - Magenta	bottle	153	
85	GT52 Black	bottle	1	
86	GT52 Cyan	bottle	1	
87	GT52 Magenta	bottle	1	
88	GT52 Yellow	bottle	1	
89	HP 107A Black Laser Toner	pc	2	
90	Waste Basket	pc	58	
91	Rag, All cotton	bundle	14	

92	Light-Emitting Diode (LED) Lightbulb 7 watts	pc	110	
93	Light-Emitting Diode (LED) Lightbulb 18 watts	pc	272	
94	Twine Plastic roll	roll	19	
95	Toner Cartridge, Brother TN-2480 Black	cart	4	
96	CTL 2000HK Black Toner	cart.	2	
97	CTL 2000HC Cyan Toner	cart.	2	
98	CTL 2000HY Yellow Toner	cart.	2	
99	CTL 2000HM Magenta Toner	cart.	2	
100	Insecticide 500ML (Branded)	can	30	
101	Epson 001 Ink Black	bottle	4	
102	Epson 001 Ink Cyan	bottle	4	
103	Epson 001 Ink Magenta	bottle	4	
104	Epson 001 Ink Yellow	bottle	4	

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid/Updated PhilGEPS Registration Certificate (Platinum Membership) (all pages);
including the following as supporting documents:
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents supported by NOA, NTP, Contract/Job Order and Certificate of Completion or Acceptance; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). $NFCC = [(Current\ Asset\ minus\ Current\ Liabilities) \times K]$ minus the value of all outstanding projects under on-going contracts, including awarded contracts;

Where K is 15

or

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Prospective bidders are advised to utilize forms downloaded from the GPPB website at <https://www.gppb.gov.ph/downloadables.php>.

Republic of the Philippines



Government Procurement Policy Board



INVITATION TO BID FOR SUPPLY AND DELIVERY OF SUPPLIES AND MATERIALS FOR 1ST QUARTER CY 2024 OF DEPED NCR

1. The Department of Education – National Capital Region (DepEd-NCR) through the NEP for CY 2024 under the General Appropriations Act (GAA) CY 2024 intends to apply the sum of ONE MILLION SEVEN HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED THIRTY-EIGHT PESOS & TWENTY-ONES CENTAVOS (PHP1,749,838.21) being the ABC to payments under the contract for *Supply and Delivery of Office Supplies and Materials for 1st Quarter CY 2024 of DepEd NCR / PB ASD 2023-008*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DepEd – NCR now invites bids for the above Procurement Project. Delivery of the Goods is required *thirty (30) days*. 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from DepEd - NCR and inspect the Bidding Documents at the address given below during Monday to Friday **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **November 6, 2023** by downloading a copy in the agency’s website at **<https://depednrcr.com.ph/invitation-to-bid/>** or by requesting the PDF copy through the DepEd-NCR Procurement Unit at email address: **procurement.depednrcr@gmail.com** and/or **procurement.ncr@deped.gov.ph** and upon payment of the applicable fee for the Bidding Documents at the Cashier’s Section, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php5,000.00)**. The Prospective Bidders shall accomplish the bidder’s information survey through this link **<http://bit.ly/NCR-BiddersInformationSheet>**. An Order of Payment shall be secured from the Procurement Unit for the payment of the Bidding Documents fee for the issuance of Official Receipt at the Cashier’s Office of DepEd NCR.

6. The *DepEd – NCR* will hold a Pre-Bid Conference¹ on **November 15, 2023 at 2:00 PM** via Google Meet Platform, which shall be open to all prospective bidders. The meeting link will be sent to your email address upon notification.
7. Bids must be duly received by the BAC Secretariat/Procurement Unit through manual submission at the office address indicated below on or before **12:00 Noon of November 29, 2023**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 29, 2023 – 2:00 PM** at DepEd – NCR Conference Hall and via **Google Meet Platform** for bidders’ representatives who choose to attend the activity. Further instructions on the submission and opening of bids is stated in **ITB** Clause 16.
10. The *DepEd - NCR* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*BAC Secretariat/ procurement Unit
Misamis Street, Bago Bantay, Quezon City
Email Address: bac.ncr@deped.gov.ph or procurement.ncr@deped.gov.ph or
procurement.depedncr@gmail.com*

October 27, 2023


CRISTITO A. ECO
BAC Chairperson