

National Archives of the Philippines

Bidding for
OFFICIAL BUYER OF
VALUELESS RECORDS FOR
FY 2020
(for MINDANAO)
● **BIDDING DOCUMENTS** ●

January 2020

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Section I.

Invitation to Bid



NATIONAL ARCHIVES OF THE PHILIPPINES

Pambansang Sinupan ng Pilipinas

INVITATION TO BID FOR BUYERS OF VALUELESS RECORDS FOR 2020 (for MINDANAO)

1. The **National Archives of the Philippines (NAP)** now invites bids from **Buyers of Valueless Records**. Delivery of the **Services** is required for nine (9) months upon receipt of Notice to Proceed. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
2. The winning bidders will be the Official Buyers of NAP and other Government Agencies who may avail of their services for economical reason as prescribed under Rule 8.1.1 of the NAP General Circular No. 2 dated January 20, 2009.

The contracts will be awarded to bidders with Highest Calculated Responsive Bids for the particular areas of coverage: one (1) for National Capital Region and one (1) for Luzon (outside NCR).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as prescribed under NAP BAC Resolution No. 6 series of 2013.

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 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from **National Archives of the Philippines** and inspect the Bidding Documents at the address given below from **8:00 am to 5:00 PM, Mondays to Fridays**.

A complete set of Bidding Documents may be acquired by interested Bidders on **January 17, 2020** from the address below and upon payment of a nonrefundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**.

5. The **NAP BAC** will not hold a Pre-Bid Conference.
6. Bids must be delivered to the address below on or before **February 8, 2020, 9:30 a.m.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.

Bid opening shall be on **February 8, 2020, 10:00 a.m.** at the **National Archives of the Philippines, Audiovisual Room, PPL Building U.N. Avenue corner San Marcelino Street, Paco, Manila.** Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

7. The **National Archives of the Philippines** reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
8. For further information, please refer to:

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National Archives of the Philippines
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LEONCIA A. MARQUINA
BAC Chairperson

Section II.

Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The contracting entity named in the **BDS** (hereinafter referred to as the "Contracting Entity") wishes to receive bids for delivery of the services as described in Section VII. Technical Specifications (hereinafter referred to as the "Services").
- 1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 24.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1 The Contracting Entity as well as the bidders shall observe the highest standard of ethics during the bidding and execution of the contract. In pursuance of this policy, the Contracting Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or the execution of a contract to the detriment of the Contracting Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Contracting Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Contracting Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in the bidding process, or affect the execution of a contract;

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2 Further, the Contracting Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 2.1(a).
- 2.3 Furthermore, the Contracting Entity reserves the right to inspect and audit records and accounts of a bidder in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

3. Conflict of Interest

- 3.1 All Bidders found to have conflicting interests shall be disqualified to participate in the bidding at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
 - (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Contracting Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to bidding if the personnel would be involved in any capacity on the same project;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the bid.
- 3.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Contracting Entity, members of the Bids and Awards Committee (BAC), members of the BAC Secretariat, and the head of the end-user unit, by

consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

4. Eligible Bidders

- 4.1 Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
- 4.2 Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 9.1(a)(iii).

5. Bidder's Responsibilities

- 5.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 9.1(b)(ii).
- 5.2 The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 7.3.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by any government entity;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Contracting Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the **BDS**, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.
- 5.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 5.5 The Contracting Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the contracting entity.
- 5.6 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Contracting Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 5.7 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 5.8 The Bidder should note that the Contracting Entity will accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

B. Contents of Bidding Documents

6. Pre-Bid Conference

- 6.1 If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 6.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Contracting Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 6.3 Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

7. Clarification and Amendment of Bidding Documents

- 7.1 Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Contracting Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 7.2 Supplemental/Bid Bulletins may be issued upon the Contracting Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 7.3 Any Supplemental/Bid Bulletin issued by the BAC will be sent through fax or e-mail to all the bidders and observers. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

C. Preparation of Bids

8. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting Entity, shall be written in English.

9. Documents Comprising the Bid: Eligibility and Technical Components

9.1 Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

- (i) 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 any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Services;
 - (iii.4) copy of contract from government or private entities.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

(b) Technical Documents –

- (i) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (ii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

10. Documents Comprising the Bid: Financial Component

Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the Financial Bid Form, which includes Bid/Price Schedules for specific area of coverage, in accordance with **ITB** Clauses 12.5.

11. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

12. Bid Prices

12.1 The Bidder shall complete the appropriate Price Schedules. The bid shall be quoted on a per kilo basis.

12.2 The Bidder shall fill in rates and prices for all the records categories described in the Price Schedule. Bids not addressing or providing all of the required items in the Bidding Documents shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive.

12.3 Prices indicated on the Price Schedule shall be entered separately for the National Capital Region and Luzon (outside NCR) in the following manner:

Category A

- (a) Class A- pure white

Category B

- (a) Yellowish and brownish white, computer print-outs
- (b) Shredded white papers
- (c) Shredded Colored Colored/Assorted paper
- (d) Assorted paper, Carbonless, Carton Worn-out, brittle, Logbooks, magazines and brochures

Category C

- (a) Used X-ray Films
 - With envelope
 - Without envelope
- (b) Microfilms

12.4 The Highest Calculated Bid shall be determined according to the average price per category that will provide prices advantageous to the government.

12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation – price escalation or depreciation on any account, unless otherwise specified in the **BDS**. A bid submitted with an

adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 21.

- 12.6 All bid prices shall be considered as fixed prices, and therefore not subject to price escalation nor depreciation during contract implementation, except under extraordinary circumstances as indicated in the **BDS**.

13. Bid Currencies

- 13.1 Prices shall be quoted in Philippine Pesos.
- 13.2 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

- 14.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Contracting Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1 The bid security, issued in favor of the Contracting Entity, shall be in the amount of **Ten Thousand Pesos (Php 10,000.00)** in the form of either Cash or Manager's Check issued by a Universal or Commercial Bank.
- 15.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Contracting Entity as non-responsive.
- 15.3 No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-qualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.
- 15.4 Upon signing and execution of the contract pursuant to **ITB** Clause 28, and the posting of the performance security pursuant to **ITB** Clause 29, the successful

Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 15.2.

15.5 The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 14;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 24.3(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 25.2; or
 - (iv) any other reason stated in the **BDS**.
- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 28;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 29; or
 - (iii) any other reason stated in the **BDS**.

16. Format and Signing of Bids

- 16.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 9.1, and the second shall contain the financial component of the bid.
- 16.2 Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 9 and 10. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4 The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 16.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

17. Sealing and Marking of Bids

- 17.1 Unless otherwise indicated in the **BDS**, Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 9 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 17.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4 All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Contracting Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.
- 17.5 If bids are not sealed and marked as required, the Contracting Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

18. Deadline for Submission of Bids

Bids must be received by the Contracting Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

19. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Contracting Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Contracting Entity.

20. Modification and Withdrawal of Bids

- 20.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Contracting Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 20.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Contracting Entity prior to the deadline prescribed for submission and receipt of bids.
- 20.3 Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

21. Opening and Preliminary Examination of Bids

- 21.1 The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 9. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.2 Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or and/or patently insufficient, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

- 21.3 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 21.4 If a Bidder has previously secured a certification from the Contracting Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 9.1(a), items (i) to (iv).
- 21.5 A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 21.6 The Contracting Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

22. Process to be Confidential

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 Any effort by a bidder to influence the Contracting Entity in the Contracting Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

23. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Contracting Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by

a Bidder in respect to its bid and that is not in response to a request by the Contracting Entity shall not be considered.

24. Detailed Evaluation and Comparison of Bids

- 24.1 The Contracting Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 21, in order to determine the Highest Calculated Bid.
- 24.2 The Highest Calculated Bid shall be determined in three steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids;
 - (b) The bidder should have at least a minimum of two (2) points advantage based on the three categories. Provided further that the bidder obtained the highest average of bids as computed;
 - (c) The ranking of the total bid prices as so calculated from the highest to the lowest. The bid with the highest price shall be identified as the Highest Calculated Bid.
- 24.3 The Contracting Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, price schedule, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive.
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 24.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in descending order of their total calculated bid prices, as evaluated and corrected for computational errors to identify the Highest Calculated Bid.
- 24.5 Unless otherwise indicated in the **BDS**, the Contracting Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

25. Post-Qualification

- 25.1 The Contracting Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Highest Calculated Bid (HCB)

complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 4, 9, and 10.

25.2 Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the HCB, the Bidder shall submit the following documentary requirements:

- (a) Latest income and business tax returns in the form specified in the **BDS**; and
- (b) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Highest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

25.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 9 and 10, as well as other information as the Contracting Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

25.4 If the BAC determines that the Bidder with the Highest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Highest Calculated Responsive Bid, and recommend to the Head of the Contracting Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is higher.

25.5 A negative determination shall result in rejection of the Bidder's Bid, in which event the Contracting Entity shall proceed to the next Highest Calculated Bid 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 Highest Calculated Bid, and so on until the Highest Calculated Responsive Bid is determined for contract award.

25.6 Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Contracting Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

26. Reservation Clause

26.1 Notwithstanding the eligibility or post-qualification of a bidder, the Contracting Entity concerned reserves the right to review its qualifications at any stage of the bidding process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect

its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Contracting Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 26.2 Based on the following grounds, the Contracting Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is prima facie evidence of collusion between appropriate public officers or employees of the Contracting Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Contracting Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity; and
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity;
- 26.3 In addition, the Contracting Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the Highest Calculated Responsive Bid (HCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

27. Contract Award

- 27.1 Subject to **ITB** Clause 25, the Contracting Entity shall award the contract to the Bidder whose bid has been determined to be the HCRB.

- 27.2 Prior to the expiration of the period of bid validity, the Contracting Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the HCRB and submitted personally or sent by registered mail or electronically to the Contracting Entity.
- 27.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Posting of the performance bond to Government Service Insurance System (GSIS);
 - (b) Signing of the contract as provided in **ITB** Clause 28; and
 - (c) Approval by higher authority, if required.

28. Signing of the Contract

- 28.1 At the same time as the Contracting Entity notifies the successful Bidder that its bid has been accepted, the Contracting Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 28.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance bond to GSIS and sign and date the contract and return it to the Contracting Entity.
- 28.3 The Contracting Entity shall enter into contract with the successful Bidder within the same ten (10) calendar days period provided that all the documentary requirements are complied with.
- 28.4 The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Bond;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

29. Performance Bond

- 29.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance bond within a maximum period

of ten (10) calendar days from the receipt of the Notice of Award from the Contracting Entity and in no case later than the signing of the contract.

- 29.2 The performance bond shall be denominated in Philippine Pesos and posted in favor of the Contracting Entity in an amount of **Fifty Thousand Pesos (Php 50,000.00)**.
- 29.3 Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Contracting Entity shall initiate and complete the post qualification of the second Highest Calculated Bid. The procedure shall be repeated until the HCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

30. Notice to Proceed

- 30.1 Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Contracting Entity shall issue its Notice to Proceed to the Bidder.
- 30.2 The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the **BDS**.

Section III.

Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Contracting Entity is National Archives of the Philippines
1.2	The lot(s) and reference is/are: One (1) Official Buyer of Valueless Records for each of the following areas: <ul style="list-style-type: none"> • Mindanao
4.1	No further instructions.
4.2	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 9.1(a)(iii), a single contract that is similar to this Project. For this purpose, similar contracts shall refer to Services rendered to at least five (5) agencies as Buyer of Valueless Records within the last five (5) years prior to this Bidding.
5.3	No further instructions.
6.1	No further instructions.
7.1	The Contracting Entity's address is: National Archives of the Philippines 6 th Floor, PPL Building, 1000 U.N. Avenue corner San Marcelino Street Paco, Manila MAITA E. ABUNALES BAC Secretariat Chairperson Tel. Number: (02) 8708-8656 Email Address: nationalarchives@nationalarchives.gov.ph / napbox2012@gmail.com Fax Number: (02) 8708-8656 Website: www.nationalarchives.gov.ph
9.1	No further instructions.
9.1(a)(i)	No further instructions.
9.1(a)(iii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within five (5) years prior to the deadline for the submission and receipt of bids.
10	No further instructions.

12.5	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.
12.6	Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity.
13.2	No further instructions.
14.1	Bids will be valid until June 7, 2020.
15.2	The bid security will be valid until June 7, 2020.
15.5(a)(iv)	<p>Additional grounds for forfeiture of Bid Security:</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Highest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.

18	<p>The address for submission of bids is:</p> <p>National Archives of the Philippines 6th Floor, PPL Building, 1000 U.N. Avenue corner San Marcelino Street, Paco, Manila</p> <p>The deadline for submission of bids is:</p> <p>08 February 2020, 9:30 a.m.</p>
21.1	<p>The place of bid opening is:</p> <p>National Archives of the Philippines 6th Floor, PPL Building, 1000 U.N. Avenue corner San Marcelino Street, Paco, Manila</p> <p>The date and time of bid opening is:</p> <p>08 February 2020, 10:00 a.m.</p>
22.1	No further instructions.
24.3	<p>Grouping and Evaluation of Lots –</p> <p>Services are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <ul style="list-style-type: none"> • Mindanao
24.3(b)	Bid modification based on arithmetical corrections is allowed.
24.5	<p>The evaluation of bids shall be based on the following:</p> <ul style="list-style-type: none"> • Bid/Price Schedule • Inspection of facilities and equipment
25.2(b)	No further instructions.
25.2(c)	<p>Other appropriate license/s and permit/s required:</p> <ul style="list-style-type: none"> • The Business Establishment must be registered with the Department of Labor and Employment (DOLE) as required under Rule 1020 of the Labor Code of the Philippines. • Contractor must be enrolled through BIR Electronic Filing and Payment System (eFPS). • Proof of monthly (2551M and 1601C) and quarterly (1701Q) payments through Electronic Filing and Payment System (eFPS) with attached payment confirmation from the bank.

28.4(f)	No further instructions.
30.2	The effective date of the Contract is the date indicated in the Notice to Proceed.

Section IV.

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Contracting Entity and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable by the Contractor under the Contract for the full and proper performance of its obligations.
 - (c) "The Contractor" means the supplier of the Services required under this Contract and named in the **SCC**.
 - (d) "The Services" means those services by the contractor being the buyer of valueless records of NAP and other Government Agencies. Services shall include, but not be limited to, the hauling of valueless records including all equipment and transportation relative thereto and the provision of necessary security for the protection of the integrity of government valueless records and other such obligations of the buyer covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this Section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Contracting Entity" means the organization named in the **SCC**.
 - (h) "The Contractor" means the buyer of valueless records for specific areas of jurisdiction.
 - (i) "The Project Site," where applicable, means the place or area of jurisdiction named in the **SCC**.
 - (j) "Day" means calendar day.
 - (k) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
 - (l) "Verified Report" refers to the report submitted by the Implementing Government agency to the Head of the Contracting Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1 The Contracting Entity as well as the bidders shall observe the highest standard of ethics during the bidding process and execution of this Contract. In pursuance of this policy, the Contracting Entity:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a bidding process or the execution of a contract to the detriment of the Contracting Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Contracting Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Contracting Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a bidding process, or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Contracting Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Contracting Entity

The Contractor shall permit the Contracting Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Contracting Entity, if so required by the Contracting Entity.

4. Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or

interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1 The Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Procuring Entity's Responsibilities

- 7.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 7.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

8. Prices

Prices payable by the Contractor under this Contract shall not vary from the prices quoted by the Contractor in its bid. Adjustment shall not be authorized by the Contracting Entity or any Government Agency who will avail their services.

9. Payment

- 9.1 Payments shall be made by the Contractor to the Cashier of NAP or to the cashier of the government agency concerned. All proceeds realized from sale of valueless records shall be remitted either to the National Fund, Local Fund, Corporate Fund, Trust Fund or Revolving Fund, whichever is applicable.
- 9.2 Payments shall be made promptly by the contractor before hauling the valueless records.
- 9.3 The currency in which payment is made by the Contractor under this Contract shall be in Philippine Pesos.

10. Taxes and Duties

The Contractor shall be entirely responsible for all the necessary taxes, license fees, and other such levies imposed for the completion of this Contract.

11. Performance Bond

- 11.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Contracting Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance bond in the forms mentioned in the **ITB** Clause 29.2.
- 11.2 The performance bond posted in favor of the Contracting Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 11.3 The performance bond shall remain valid until the expiration and/or termination of contract.
- 11.4 Unless otherwise specified in the **SCC**, the performance bond may be released by the Government Service Insurance Corporation (GSIS) and returned to the Contractor subject to the conditions of GSIS and the conditions of the contract with the Contracting Entity.

12. Use of Contract Documents and Information

- 12.1 The Contractor shall not, except for purposes of performing the obligations in this Contract, without the Contracting Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Contracting Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 12.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 12.1 shall remain the property of the Contracting Entity and shall be returned (all copies) to the Contracting Entity on completion of the Contractor's performance under this Contract if so required by the Contracting Entity.

13. Standards

The Contractor shall perform all obligations stated in the contract with utmost diligence and care for the protection of valueless records acquired from NAP or other Government Agencies. As such, the contractor shall provide necessary security on the acquisition of records from hauling to storage and to the paper mill/recycling plant.

14. Inspection

The Contracting Entity or its representative shall have the right to inspect the facilities, equipment and to perform necessary survey to previously contracted entities to confirm their conformity to the Contract specifications.

15. Delays in the Supplier's Performance

- 15.1 Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Contracting Entity or by the Government who availed their services.
- 15.2 If at any time during the performance of this Contract, the Contractor should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Contracting Entity or the Government Agency concerned in writing of the fact of the delay, its likely duration and its cause(s).
- 15.3 Except as provided under **GCC** Clause 19, a delay by the Contractor in the performance of its obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to **GCC** Clause 16, unless an extension of time is agreed upon pursuant to **GCC** Clause 26 without the application of liquidated damages.

16. Liquidated Damages

Subject to **GCC** Clauses 15 and 19, if the Contractor fails to satisfactorily perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Contracting Entity or the concerned Government Agency shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Performance Bond, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the unperformed Services. Once the performance bond is consummated, the Contracting Entity shall rescind the Contract pursuant to **GCC** Clause 20, without prejudice to other courses of action and remedies open to it.

17. Settlement of Disputes

- 17.1 If any dispute or difference of any kind whatsoever shall arise between the Contracting Entity or the Government Agency who availed of the Contractor's services and the Contractor in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 17.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting Entity or the Government Agency who availed Contractor's services or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 17.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after the performance of Services under this Contract.
- 17.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 17.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

18. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

19. Force Majeure

- 19.1 The Contractor shall not be liable for forfeiture of its performance bond, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 19.2 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 19.3 If a *force majeure* situation arises, the Contractor shall promptly notify the Contracting Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting Entity in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

20. Termination for Default

The Contracting Entity shall terminate this Contract for default when the Contractor fails to perform any obligation under the Contract outside of *force majeure*.

21. Termination for Insolvency

The Contracting Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Contracting Entity and/or the Contractor.

22. Termination for Convenience

The Contracting Entity may terminate this Contract, at any time for its convenience. The Head of the Contracting Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

23. Termination for Unlawful Acts

23.1 The Contracting Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 2.1(a);
- (b) Drawing up or using forged documents;
- (c) Any other act analogous to the foregoing.

24. Procedures for Termination of Contracts

24.1 The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Entity or by concerned Government Agency, the Head of NAP shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Contracting Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Contracting Entity a verified position paper stating why this Contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Contracting Entity shall issue an order terminating this Contract;
- (e) The Contracting Entity may, at anytime before receipt of the Contractor's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed or performed before the Contractor's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Contracting Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Contracting Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Contracting Entity; and
- (h) The Contractor must serve a written notice to the Contracting Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Contracting Entity.

25. Assignment of Rights

The Contractor shall not assign his rights or obligations under this Contract, in whole or in part, except with the Contracting Entity's prior written consent.

26. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

27. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V.

Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(c)	The Contractor is to be determined upon Award of Contract.
1.1(f)	The Contracting Entity is National Archives of the Philippines.
1.1(i)	The Project sites are defined in Section VI. Schedule of Requirements.
5.1	<p>The Contracting Entity's address for Notices is:</p> <p>National Archives of the Philippines 6th Floor, PPL Building, 1000 U.N. Avenue corner San Marcelino Street, Paco, Manila</p> <p>LEONCIA A. MARQUINA BAC Chairperson Tel. Number: (02) 8708 8656 Email Address: nationalarchives@nationalarchives.gov.ph / Nap_bac@nationalarchives.gov.ph Fax Number: (02) 8708 8656 Website: www.nationalarchives.gov.ph</p> <p>The Contractor's address for Notices shall be determined upon award of contract.</p>
6.2	Delivery of the Services shall be made by the Contractor in accordance with the terms specified in Section VI. Schedule of Requirements and Section VII. Technical Requirements.
11.1	No further instructions.
11.4	No further instructions.
16	The rate for the deduction from the performance bond shall be determined by the NAP or any of the government agencies which availed the services of official buyer. Such deduction should be proportionate to the actual cost of damages incurred due to failure, delay or nonperformance of any of the provisions in the contract. Proper proceedings or due process shall be followed. The NAP shall rescind the contract if the performance bond had been consummated, without prejudice to other courses of action and remedies open to it.
17.4	In the case of a dispute between the Contracting Entity and the Contractor, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

18

No additional provision.

Section VI.

Schedule of Requirements

Schedule of Requirements

The terms expressed herein stipulate the requirements for the completion of the services.

I. BACKGROUND

The National Archives of the Philippines (NAP) has the mandate to implement the provisions set forth in Republic Act 9470, otherwise known as the "National Archives of the Philippines Act of 2007". NAP is tasked to plan, develop, prescribe, disseminate and enforce policies, rules and regulations, and coordinate government-wide programs governing the creation, general protection, use, storage and disposition of public records.

NAP General Circular No. 2 issued on 20 January 2009 outlines the guidelines for the disposal of valueless records in government agencies which is carried out through the Records Management Services Division (RMSD).

II. RATIONALE

The selection of an Official Buyer for the sale of valueless government records is conducted to:

- A. Properly evaluate the legal, technical, and financial capacity of the Official Buyer of the valueless records of NAP and other government agencies;
- B. Ensure that the conduct of disposal of valueless government records is in accordance with existing laws, rules, and regulations;
- C. Determine the Highest Calculated Responsive Bid for which the sale of valueless government records redounds to the benefit of the government.

III. BID PARTICULARS

A. Statement of Services

1. The winning bidder shall be declared the Official Buyer (Buyer) of NAP. It shall deliver the required services at the NAP offices located in Mindanao. The Buyer shall likewise render services to any government agency located in

Mindanao which availed of its services, provided it has been issued an Authority to Dispose of Records by NAP.

2. Subcontracting of any portion of the required services shall not be allowed.
3. The Buyer may participate in a public bidding conducted by other government agencies for the same services provided that their bid shall be of the same price as that of NAP's or higher, as the case may be.

B. Minimum Qualification Requirements

1. The Buyer must have been operating the business for five (5) years.
2. The Buyer must have an operating office and warehouse.
3. The Buyer must have at least a minimum of the following:

Particulars	Minimum Requirements
Warehouse size	150 sq.m.
Hauling truck	2 units
Shredding machine	1 unit
Calibrated weighing scale	2 units
Contact Numbers (Landline and Mobile)	1 unit each
Laborers	8 persons

C. Other Requirements

1. The Buyer's business establishment must be registered with the Department of Labor and Employment (DOLE) as required under Rule 1020 of the Labor Code of the Philippines.
2. The Buyer must provide all the equipment and hauling vehicles that will be used in the delivery of the contracted services.
3. The Buyer shall post a Performance Bond in the amount of Fifty Thousand Pesos (Php 50,000.00) secured from the National Archives of the Philippines (NAP) to ensure the faithful performance of the Contract.
4. The Buyer must submit an Electronic Filing Payment System (EFPS) Registration with EFPS Corporate Enrollment Form of the preferred bank.

5. The Buyer must be enrolled with the Bureau of Internal Revenue (BIR) under the EFPS for at least five (5) years. The proof of monthly (2551M and 1601C) and quarterly (1701Q) payments through EFPS with the payment confirmation from the bank must be submitted.

IV. SCOPE OF WORK

The Buyer shall perform the following duties and responsibilities:

- A. Ensure that the records for disposal are covered by an approved Authority to Dispose.
- B. Weigh the valueless records in the presence of authorized representatives prescribed under NAP General Circular No. 2.
- C. Purchase all valueless records of NAP and of government agencies in Mindanao which are the subject of an approved Authority to Dispose.
- D. Purchase of valueless records shall be in accordance with the agreed prices which will be indicated in the Schedule of Requirements. Payment shall be made promptly by the Buyer to the Cashier of NAP or of the government agency which availed of its services.
- E. Shoulder the expenses incurred for the transportation, equipment, and manpower needed in the hauling of the disposed valueless records.
- F. Ensure that the purchased records are properly kept in a safe facility. The Buyer shall be held liable for the release of any confidential and/or prohibitive information contained in the disposed records, especially when it adversely affects the integrity of a certain office, the character of an official, and/or the operation of a government agency.

V. SCHEDULE OF REQUIREMENTS

- A. The services of the Buyer shall be rendered in the premises identified by NAP or by the requesting agency on the agreed schedule. The schedule shall be coordinated to the Buyer by the authorized representative of the NAP/requesting agency.
- B. Purchase of valueless records shall be in accordance with the agreed prices for the following categories in the area where the disposal will be conducted.

Categories	Mindanao
------------	----------

Category A	
A. Class A – pure white	
Category B	
A. Yellowish and brownish white, computer print-outs	
B. Shredded white paper	
C. Shredded colored/assorted paper	
D. Assorted paper, carbonless, carton worn-out, brittle, logbooks, magazines and brochures	
Category C	
A. Used x-ray films	
1. With envelope	
2. Without envelope	
B. Microfilms	

- C. The Buyer shall purchase a minimum of 200 kilos of any kind of disposable records covered by an approved Authority to Dispose.

VI. CONTRACT DURATION

The effectivity of the Contract shall be from 1 April to 31 December 2020 or upon receipt of the Notice to Proceed until the last day of December 2020.

VII. COST OF ENGAGEMENT

No monetary obligations shall be disbursed by NAP in the conduct of the bidding process except for the publication of the Invitation to Bid in the NAP website and three (3) conspicuous places.

VIII. CLAIMS FOR DAMAGES

- A. The National Archives shall not be responsible for any claim for personal injury or damage, caused to any personnel of the Buyer or any third party where such injury or death arises out of, or in the course of the lawful performance of the abovementioned services.
- B. The Buyer also agrees to hold NAP free from any and all liabilities or claims that may be filed by its personnel by reason of their employment under the Contract or under the provisions of the

Labor Code. It is understood that all personnel of the Buyer are not employees of NAP.

IX. VALIDITY AND DUTY TO PERFORM

- A. Both parties agree that any and all actions arising from the Contract shall be filed before the proper court of competent jurisdiction in Metro Manila.
- B. While any dispute or issue is still being resolved, the Buyer shall continue to perform the services under the Contract with due diligence.

Section VII.

Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance <small>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification.</small>														
I.	BID PARTICULARS															
A.	Statement of Services															
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	2. Subcontracting of any portion of the required services shall not be allowed.															
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	3. The Buyer must have at least a minimum of the following:															
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VI.	CLAIMS FOR DAMAGES	
	A. The National Archives shall not be responsible for any claim for personal injury or damage, caused to any personnel of the Buyer or any third party where such injury or death arises out of, or in the course of the lawful performance of the abovementioned services.	
	B. The Buyer also agrees to hold NAP free from any and all liabilities or claims that may be filed by its personnel by reason of their employment under the Contract or under the provisions of the Labor Code. It is understood that all personnel of the Buyer are not employees of NAP.	
VII.	VALIDITY AND DUTY TO PERFORM	
	A. Both parties agree that any and all actions arising from the Contract shall be filed before the proper court of competent jurisdiction in Metro Manila.	
	B. While any dispute or issue is still being resolved, the Buyer shall continue to perform the services under the Contract with due diligence.	

Section VIII.

Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 9 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 12.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Contracting Entity and pursuant to **GCC** Clause **11** and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 2.23.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

Bid Form

Date: _____

Invitation to Bid¹ N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[deliver/perform]* *[description of the Services]* in conformity with the said Bidding Documents for *[state area of coverage]* in accordance with the Price Schedule(s) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the terms specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance bond in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 12.215.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

¹ If ADB, JBIC and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JBIC or WB.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 3 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedules

	Areas	
	NCR	Luzon (Outside NCR)
Category A		
(a) Class A- Pure White		
Category B		
(a) Yellowish and brownish white, Computer Print-outs		
(b) Shredded white papers		
(c) Shredded Colored/ Assorted paper		
(d) Assorted paper, Carbonless, Carton Worn-out, brittle, Logbooks, magazines and brochures		
Category C		
(a) Used X-ray Films With envelope Without envelope		
(b) Microfilms		

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

If a sole proprietorship: I am the sole proprietor 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;

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 Contracting Entity or its duly authorized representative(s) to verify all the documents submitted;

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

If a sole proprietorship: I am not related to the Head of the Contracting Entity, members of the Bids and Awards Committee (BAC), the BAC Secretariat, and the head of the end-user unit 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 Contracting Entity, members of the Bids and Awards Committee (BAC), the BAC Secretariat, and the head of the end-user unit 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 Contracting Entity, members of the Bids and Awards Committee (BAC), and the BAC Secretariat, and the head of the end-user unit by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

