Republic of the Philippines CENTRAL MINDANAO UNIVERSITY University Town, Musuan, Maramag, Bukidnon E-mail: bac@cmu.edu.ph

Bids and Awards Committee – Goods and Services

BIDDING DOCUMENTS

FOR

Supply, Delivery & Installation of Office Equipment

GS-2024-05

Sixth Edition July 2020

Table of Contents

Glossar	y of Acronyms, Terms, and Abbreviations	3
Section	II. Instructions to Bidders	10
1.	Scope of Bid	10
2.	Funding Information	10
3.	Bidding Requirements	10
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5.	Eligible Bidders	11
6.	Origin of Goods	11
7.	Subcontracts	11
8.	Pre-Bid Conference	11
9.	Clarification and Amendment of Bidding Documents	12
10.	Documents comprising the Bid: Eligibility and Technical Components	12
11.	Documents comprising the Bid: Financial Component	12
12.	Bid Prices	13
13.	Bid and Payment Currencies	13
14.	Bid Security	14
15.	Sealing and Marking of Bids	14
16.	Deadline for Submission of Bids	14
17.	Opening and Preliminary Examination of Bids	15
18.	Domestic Preference	15
19.	Detailed Evaluation and Comparison of Bids	15
20.	Post-Qualification	16
21.	Signing of the Contract	16
Section	III. Bid Data Sheet	17
Section	IV. General Conditions of Contract	24
1.	cope of Contract	24
2.	Advance Payment and Terms of Payment	24
3.	Performance Security	24
4.	Inspection and Tests	25
5.	Warranty	25
6.	Liability of the Supplier	25
Section	V. Special Conditions of Contract	26
Section	VI. Schedule of Requirements	30
Section	VII. Technical Specifications	36

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

- CIP Carriage and Insurance Paid.
- **CPI** Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



Republic of the Philippines CENTRAL MINDANAO UNIVERSITY Bids and Awards Committee University Town, Musuan, Maramag, Bukidnon E-mail: <u>bac@cmu.edu.ph</u>

INVITATION TO BID FOR

Supply, Delivery & Installation of Office Equipment

1. The CENTRAL MINDANAO UNIVERSITY, through the GF/STF/TF 2024 intends to apply the sum of One Million Eight Hundred Eighteen Thousand Six Hundred Seventy Pesos and 84/100 (1.818,670.84] being the ABC to payments under the contract for Supply & Delivery of Office Equipment with Project Identification Number GS-2024-05. Bids received in excess of the ABC per item shall be automatically rejected at bid opening.

Lot Nos	ABC/PER LOT
LOT 1-GF	516,800.00
LOT 2-TF	149,999.85
LOT 3-STF	1,151,870.99
	1,818,670.84

The CENTRAL MINDANAO UNIVERSITY now invites bids for the above Supply, Delivery & Installation of Office Equipment. Delivery of the Goods is required within 45 days upon receipt of notice to proceed. Bidders should have completed, within two (2) years prior 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).

2. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 3. Prospective Bidders may obtain further information from *CENTRAL MINDANAO UNIVERSITY* and inspect the Bidding Documents at the address given below during **7:00-11:00 AM and 1:00-5:00 PM**.
- 4. A complete set of Bidding Documents may be acquired by interested Bidders January 30,2024, until the deadline of bid submission February 20, 2024, 2:00 PM from the given address and website(s) below and upon payment of a non-refundable fee in the amount below

Lot Nos		
	ABC/PER LOT	Bidding Cost
LOT 1	516,800.00	1000
LOT 2	149,999.85	500
LOT 3	1,151,870.99	5000
All lots	1,818,670.84	5,000.00

5.

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

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

- 6. The *CMU* will hold a Pre-Bid Conference¹ February 5,2024 @ 2:00 PM at *BAC Conference Office*, *CMU*, *Musuan*, *Maramag*, *Bukidnon*, which shall be open to prospective bidders.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 8. Bid opening shall be on February 20, 2024 at 2:00 pm at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted.
- 9. The *CENTRAL MINDANAO UNIVERSITY* 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.
- 10. For further information, please refer to:

IRIS M. DAJAO-OPISO Head, BAC-Secretariat BAC Office, CMU, Musuan, Maramag, Bukidnon CP# 0917-718-2368 E-mail Add. <u>bac@cmu.edu.ph</u>

11. You may visit the following websites:

For downloading of Bidding Documents: cmu.edu.ph & philgeps.gov.ph

HERMIE P. PAVA

BAC Chairperson for Goods and Services

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



Republic of the Philippines CENTRAL MINDANAO UNIVERSITY University Town, Musuan, Bukidnon

INSTRUCTION TO BIDDERS

- All bids and eligibility requirements must be submitted to the BAC–Secretariat of Central Mindanao University – Bids and Awards Committee (BAC) on or before 2:00 o'clock in the afternoon, Central Mindanao University BAC Office time on the day of the scheduled bidding. Bids submitted after the deadline shall not be accepted by the BAC;
- **2.** All bids must be accompanied by a Bid Security in an amount equivalent to a percentage of the Approved Budget for the Contract to be bid (ABC) in an acceptable form of bonds as follows:

CASH, MANAGER'S CHECK, CASHIER'S CHECK, BANK DRAFT OR BANK GUARANTEE - 2% OF ABC

SURETY BOND- 5% OF ABC

NOTARIZED BID SECURING DECLARATION

- **3.** The prospective bidder should have an experience in undertaking a similar project within the University or any other government agencies and private companies for the last two (2) years with an amount of at least fifty percent (50 %) of the Approved Budget for the Contract to be bid;
- 4. In case the Net Financial Contracting Capacity (NFCC) is not equal to the ABC prospective bidder must secure a commitment from a License bank to extend to it a credit line if awarded the contract to be bid, or a cash deposit certificate equivalent to at least ten percent (10 %) of the ABC, which is specific to the contract;
- 5. A single-stage, two-envelope system of bidding will be adopted by the BAC;
- 6. A prospective bidder should submit his/her bid documents in two (2) separate sealed bid envelopes, with envelope no. 1 duly marked as Eligibility & Technical requirements, envelope no. 2 marked Financial envelope containing the bid proposal. All envelopes must be sealed in an outer envelope which shall be marked with the name of the contract to be bid and the name of the bidder and addressed to the BAC;
- Bid documents submitted must be in three (3) copies, with the original mark as original copy to facilitate evaluation of the documents by the BAC TWG;
- 8. Eligibility checking of the prospective bidders shall be done using a non discretionary "pass / fail criteria";

- 9. Withdrawal or Modification of Bids after Bid Opening is NOT allowed; Submission of Waiver after Bid Opening will mean forfeiture of Bid Security and Subject to Administrative Sanction Suspension of one year for 1st offense and Suspension of two years for the second offense.
- **10.** All items are subject to inspection and tests prior to acceptance and payment.
- **11.** All representatives shall be authorized by the Owner/ Proprietor through a Special Power of Attorney or a Secretary's Certificate in the case of Corporations.
- **12.** All clarifications must be in the form of writing.
- **13.** Attached to make part of this Instruction to Bidders are sample standard forms to be included in the bidding documents.

(Sgd.) HERMIE P. PAVA BAC Chairman, GOODS AND SERVICES

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *CENTRAL MINDANAO UNIVERSITY* wishes to receive Bids for the *Supply & Delivery of Office Equipment]*, with identification number [GS-2024-05].

The Procurement Project (referred to herein as "Supply & Delivery of Office Equipment is composed of Lot 1 TO 3, 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 *GS-2024-05* in the amount of (1,818,670.84)
- 2.2. The source of funding is:
 - a. Trust Fund
 - b. Special Trust Fund
 - c. General Fund

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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

- 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 last two (2) years with an amount of at least fifty percent (50 %) of the Approved Budget for the Contract to be bid prior to the deadline for the submission and receipt of bids
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 shall exceed one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity 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 at its physical address as indicated in paragraph 10 of the **IB**.

 $^{^2}$ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 8 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 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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

19.4. The Project shall be awarded as follows: One Project having several items, which shall be awarded as separate contracts per item.

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

20.2. Within a non-extendable period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,} the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. {[Include if Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.]

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause					
5.3	For this pu	rpose, contracts similar to the Proje	ect shall be:		
	-	oply & Delivery of Office Equipn or to the deadline for the submission	-		[2 YEARS]
12	-	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.			
14.1		curity shall be in the form of a Bid forms and amounts:	Securing De	eclaration, o	or any of the
	<i>to</i> casl	e amount of not less than 36,373.4 <i>two percent (2%) of ABCJ</i> , hier's/manager's check, bank draft dit; or	if bid	security is	s in cash,
		e amount of not <mark>less than 90,933.54 <i>percent (5%) of ABC]</i> if bid secur</mark>	-		equivalent to
19.3	the group	e Project will be awarded by lot, lis title, items, and the quantity f ling ABC for each lot.]	• •	0 0	
	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST
		Lot 1			
		GF			
		(22) J. Intong			
	1	softboard core rectangular horizontal sliding board, frame material: durable aluminum, board size: 24" x 18"	10	pcs	20,000.00

	(33) J. Intong			
2	Fellowes Powershred 79Ci Cross- Cut Shredder	3	pcs	24,500.00
	(36) D. Tan			
3	White Monoblock (with arm) M5 classmate chair for class room heavy duty	100	pcs	850.00
4	TV rack with wheels and lack, TV Mount stand for 55"-75" flat panel	2	unit	8,000.00
5	Steel Cabinet 4 Drawers	2	unit	12,500.00
6	Steel Sliding Cabinet with sliding glass door (white color)	2	unit	14,450.00
	(48) F. Acma			
7	Office Tables (engineered wood with 3 drawers, 2ft x 3ft)	2	unit	5,000.00
	(117) A. Mohagan			
8	Office Tables: Engineered wood with 3 drawer	4	рс	5,000.00
	(134) Q. Curayag			
	Semi-Expandables Supplies			
9	Refrigerator (2-door, 10.4 cu ft., white/gray/silver color, inverter, no frost)	1	unit	35,000.00
10	Automatic Kitchen faucet add-on (motion sensor, USB Charging, anti- clogging)	2	piece	2,700.00
11	Wall Mounted tissue case/bathroom paper towel dispenser (size approx. 10.63" x 7.87" x 3.94")	3	piece	2,000.00
12	Automatic Touchness hand sanitizer/soap dispenser (wall mount operated, 700 ml capacity, infrared sensor, 1 ml drop volume, white color, with 4 pcs AA battery)	8	piece	1,500.00

	1	1	1	1
LOT 2				
TF	(67) V. Suminguit			
1	Conference/OfficeChairSpecifications:Material: Fabric, Leather, metalMaterial: Fabric, Leather, metalplasticChair Type: Office/conference chairHeight: Adjustable with hydraulicliftHorizontal Movement: Swivel,casterwheelsColor:BrownArmchair: Adjustable	33	pcs	4,545.45
LOT 3				
STF	(156) R. Arroyo			
1	Wet& DryVacuumCleanerSpecifications:ActualSuctionPowerAirWatts:240EnergyUseW:1100ContainerCapacityI: 25ContainerMaterial: Stainless SteelStandardAccessory ID (mm):35Current Type(V/Hz)220-240/50-60Weight withoutAccessories (kg):8,7Ship Weight incld.Packaging(kg):12.8Dimensions (L x W x H) (mm):418 x382x652w/ equipment:1xSuctionHose, 2.2m,35mm;1xNozzle,SwitchableFloorNozzle, switchableVozzle,SwitchablePleatedFilter, in removableFilter, in removableFilter box;1xCreviceNozzle;1xPleatedFilter, in removableSmovablehandlewithElectrostaticProtectionBlowerBlowerFunction	1	unit	25,475.00

	SturdyBumperConvenient 3-in-1 carrying handleRotaryswitchStorage compartment for small parts			
	(166) J. Tajones			
2	Wall Hanging Office Cabinet Marine Plywood Laminated Finish Floating wall-mount design Open bottom shelf Locking Doors with key and Magnetic latches	3	unit	16,500.00
	(184) J. Tajones			
3	Free-standingwaterdispenserBottomLoadingHot,normalandcoldCompressortypecoolingHotwatersafetylock585WL-12.25WW-12.5H-41	2	Unit	10,000.00
	(215) J. Intong			
4	15.4 cu.ft Two door Top freezer Refrigerator (GR H432HLHN;Platinum Silver 700 x 1680 x 730mm	1	unit	55,000.00
	(216) J. Obedencio			
5	Electric Fan, ceiling mount, orbit type	16	unit	1,222.00
	3	4 (166) J. Tajones 2 Wall Hanging Office Cabinet Marine Plywood Laminated Finish Floating wall-mount design Open bottom shelf Locking Doors with key and Magnetic latches 2 (184) J. Tajones 3 Free-standing water dispenser Bottom Loading Hot, normal and cold Compressor type cooling Hot water safety lock 585 W L-12.25 W-12.5 H-41 4 (215) J. Intong 4 15.4 cu.ft Two door Top freezer Refrigerator (GR H432HLHN;Platinum Silver 700 x 1680 x 730mm 5 Electric Fan, ceiling mount, orbit	Image: Constraint of the systemImage: Constraint of the system2(166) J. Tajones2Wall Hanging Office Cabinet Marine Plywood Laminated Finish Floating wall-mount design Open bottom shelf Locking Doors with key and Magnetic latches32(184) J. Tajones	Image: constraint of the second sec

	(227) MJ. ROJO			
6	Sixteen (16) layer 70 kg capacity Vegetable/Fruit Dryer 400 x 465 x 620 Layer mesh size 385 x 285 mm With 360 degrees rotating air system 1500 W rated power, and Heat control system that enhances temperature stability Set the time for up to 24 hours Quite operation 30-45 dB, 220V- 50Hz Working Temperature of 30-90 degrees, double insulation body	1	Unit	17,020.00
7	Vertical Blinds, 12.90ft x 6.20ft (1st floor Preparation Room)	3	Unit	24,409.66
	(273) C. Cordova			
8	Computer Tables (Customized Tables (customized wooden with chairs)	18	set	5,600.00
	(230) C. Amper			
9	MicrowaveOven30-35LitersCapacityDigitalCountertopNon-InverterCeramicEnamelInteriorStainlessSteelDoorLEDDisplayTypePowerSource-220V60HZ1year warranty on parts andservices	1	unit	18,000.00

	(250) R. Arroyo			
10	HeavyDutyImpulseSealer:ImpulsePower350WMaxSealLength:250mmMaxSealThickness:0.356mmMaxSealWidth2.5mmHeatingTime0.2-1.5(s)Weight1.9kgLight Weight	1	Unit	1,600.00
11	ElectricHandMixerDimension: L 11.5 x W 20.5 x H 16(cm)Color:White5-speed Settings with Turbo ButtonStainlessSteel Dough Hook &BeaterPushButtonPushButtonStoreMotor250WattsWith beaters and Dough HooksAttachment1-yearwarranty on Parts andservices	5	Unit	2,000.00
12	HeavyDutyBlenderSpecification:BlenderTypeCountertopBlenderBlenderFeaturesIceCrushingVariableSpeedsMaterialPlasticJuicerFeaturesAnti-SlipFeetVariableSpeedsVolumeCapacity:2.25LInputVoltage:230VPower Consumption:	5	Unit	8,000.00
13	CLASSROOM CHAIR Classmate Chair Made of 100% plastic, the Classmate Chair is available with a writing board for both left- and-right-handers Dimension: Backrest Height: 710 mm seat Height:380 mm, Seat Depth:403mm, Seat	130	unit	1550

					1
		Width:370 mm Writing Board Height:614 mm, Writing Board Depth:617m,Writing Board With:250 mm, Weight (KGS) 3.40 kgs Features 100% virgin resin Char Parts availbale: Inclusion: Delivery and Installation			
	14	Office Desk (1200Lx700Wx750H) 25mm THK,MDF Board laminated woodgrain top finish with PVC Edging, power coated metal leg with Modesty; with center drawer, and mobile Pedstal: made of gauge No.20 cold rolled sheets, power coated finish, color light gray, with replaceable locking system, base has anti-tip support Inclusion: Delivery and Installation	3.00	unit	15,000.00
	15	Modular Learning and Conference Table 55 pcs 80x60x75cm table 25mm THK., MDF Board laminated woodgrain top finish with PVC Edging, power coated metal leg with Modesty; No. 20 cold rolled sheets,power coated finish, color light gray, the base has anti-tip support Inclusion: Delivery and Installation	1	unit	475,195.01
20.2	[List here d law require	any licenses and permits relevant to ing it.]	the Project	and the co	rresponding
21.2	-	any additional contract documents is v existing laws and/or the Procuring		the Project	that may be

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*{[Include if Framework Agreement will be used:] In the case of* Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*}*

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 *{[Include if Framework Agreement will be used:]* or Framework Agreement*}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 6.1. 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.
- 6.2. 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.

	I J
GCC Clause	
1	
	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	<i>[For Goods supplied from abroad, state:]</i> "The delivery terms applicable to the Contract are DDP delivered [<i>indicate place of destination</i>]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[indicate name(s)]</i> .
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	Select appropriate requirements and delete the rest.
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;

Section V. Special Conditions of Contract

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
e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
f. [Specify additional incidental service requirements, as needed.]
The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
Packaging –
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
The outer packaging must be clearly marked on at least four (4) sides as follows:
 Name of the Procuring Entity
 Name of the Procuring Entity Name of the Supplier

Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications
A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
Transportation –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a specified 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.
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.

	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.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows:
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Unit Cost	Delivered, Weeks/Months
	Lot 1			
	GF			
	(22) J. Intong			
1	softboard core rectangular horizontal sliding board, frame material: durable aluminum , board size: 24" x 18"	10		
	(33) J. Intong			
2	Fellowes Powershred 79Ci Cross-Cut Shredder	3		
	(36) D. Tan			
3	White Monoblock (with arm) M5 classmate chair for class room heavy duty	100		
4	TV rack with wheels and lack, TV Mount stand for 55"-75" flat panel	2		
5	Steel Cabinet 4 Drawers	2		
6	Steel Sliding Cabinet with sliding glass door (white color)	2		
	(48) F. Acma			
7	Office Tables (engineered wood with 3 drawers, 2ft x 3ft)	2		
	(117) A. Mohagan			
8	Office Tables: Engineered wood with 3 drawer	4		
	(134) Q. Curayag			

	Semi-Expandables Supplies		
9	Refrigerator (2-door, 10.4 cu ft., white/gray/silver color, inverter, no frost)	1	
10	Automatic Kitchen faucet add-on (motion sensor, USB Charging, anti- clogging)	2	
11	Wall Mounted tissue case/bathroom paper towel dispenser (size approx. 10.63" x 7.87" x 3.94")	3	
12	Automatic Touchness hand sanitizer/soap dispenser (wall mount operated, 700 ml capacity, infrared sensor, 1 ml drop volume, white color, with 4 pcs AA battery)	8	
	LOT 2		
TF	(67) V. Suminguit		
1	 "Conference/Office Chair Specifications: Material: Fabric, Leather, metal plastic Chair Type: Office/conference chair Height: Adjustable with hydraulic lift Horizontal Movement: Swivel, caster wheels Color: Brown Armchair: Adjustable 	33	
	LOT 3		
STF	(156) R. Arroyo		
1	 "Wet & Dry Vacuum Cleaner Specifications: Actual Suction Power Air Watts: 240 Energy Use W: 1100 Container Capacity I: 25 Container Material: Stainless Steel Standard Accessory ID (mm): 35 Current Type (V/Hz) 220-240/ 50-60 Weight Without 	1	

	Accessories (kg): 8,7 Ship Weight		
	incld. Packaging (kg): 12.8		
	Dimensions (L x W x H) (mm) : 418 x 382 x 652		
	w/ equipment: 1x Suction Hose,2.2m,		
	35 mm; 1x suction Tubes, 2 piece(s),		
	0.5m, 35mm; 1x wet and dry floor		
	Nozzle, Switchable Floor Nozzle with		
	2x rubber and 2x Brush Srips; Flat		
	Pleated Filter, in removable Filter box		
	; 1x Crevice Nozzle; 1x Fleece Filter		
	Bag, 1 piece(s)		
	Removable handle with Electrostatic		
	Protection		
	Blower Function		
	Parking Position		
	Filter Cleaning		
	Accessory Storage on the Device		
	Sturdy Bumper		
	Convenient 3-in-1 carrying handle		
	Rotary switch (on/off)		
	Storage compartment for small parts		
	(166) J. Tajones		
2	Wall Hanging Office Cabinet Marine	3	
2	Plywood Laminated Finish Floating	5	
	wall-mount design Open bottom		
	shelf Locking Doors with key and		
	Magnetic latches		
	(184) J. Tajones		
3	"Free-standing water dispenser	2	
	Bottom Loading		
	Hot, normal and cold		
	Compressor type cooling		
	Hot water safety lock		
	585 W		
	L-12.25		
	W-12.5		
	H-41		

	(215) J. Intong		
4	15.4 cu.ft Two door Top freezer RefrigeratorH432HLHN;Platinum Silver 700 x 1680 x 730mm	1	
	(216) J. Obedencio		
5	Electric Fan, ceiling mount, orbit type	16	
	(227) MJ. ROJO		
6	 "Sixteen (16) layer 70 kg capacityVegetable/Fruit Dryer 400 x 465 x 620 Layer mesh size 385 x 285 mm With 360 degrees rotating air system 1500 W rated power, and Heat control system that enhances temperature stability Set the time for up to 24 hours Quite operation 30-45 dB, 220V-50Hz Working Temperature of 30-90 degrees, double insulation body 	1	
7	Vertical Blinds, 12.90ft x 6.20ft (1st floor Preparation Room)	3	
	(273) C. Cordova		
8	Computer Tables (Customized Tables (customized wooden with chairs)	18	
	(230) C. Ampor		
	(230) C. Amper		
9	"Microwave Oven 30-35 Liters Capacity Digital	1	

	Countertop Non-Inverter Ceramic Enamel Interior Stainless Steel Door LED Display Type Power Source-220V 60HZ 1 year warranty on parts and services "		
	(250) R. Arroyo		
10	"Heavy Duty Impulse Sealer: Impulse Power 350WMax Seal Length: 250mm Max Seal Thickness: 0.356mm Max Seal Width 2.5mm Heating Time 0.2-1.5 (s) Weight 1.9kg Light Weight	1	
11	"Electric Hand Mixer Dimension: L 11.5 x W 20.5 x H 16 (cm) Color: White 5-speed Settings with Turbo Button	5	
12	HeavyDutyBlenderSpecification:BlenderTypeCountertopBlenderBlenderBlenderFeaturesIceCrushingVariableSpeedsMaterialPlasticJuicerFeaturesFeaturesAnti-SlipFeetSpeedsVariableSpeedsSpeedsVolumeCapacity:2.25LInputVoltage:230VPower Consumption:1500W	5	
	(314) JD. Tajones		

13	CLASSROOM CHAIR Classmate Chair Made of 100% plastic, the Classmate Chair is available with a writing board for both left- and-right-handers Dimension: Backrest Height: 710 mm seat Height:380 mm, Seat Depth:403mm, Seat Width:370 mm Writing Board Height:614 mm, Writing Board Depth:617m,Writing Board With:250 mm, Weight (KGS) 3.40 kgs Features 100% virgin resin Char Parts availbale: Inclusion: Delivery and Installation	130	
14	Office Desk (1200Lx700Wx750H) 25mm THK,MDF Board laminated woodgrain top finish with PVC Edging, power coated metal leg with Modesty; with center drawer, and mobile Pedstal: made of gauge No.20 cold rolled sheets, power coated finish, color light gray, with replaceable locking system, base has anti-tip support Inclusion: Delivery and Installation	3.00	
15	Modular Learning and Conference Table 55 pcs 80x60x75cm table 25mm THK., MDF Board laminated woodgrain top finish with PVC Edging, power coated metal leg with Modesty; No. 20 cold rolled sheets, power coated finish, color light gray, the base has anti-tip support Inclusion: Delivery and Installation	1	

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		[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.]
	Lot 1	
	GF	
	(22) J. Intong	
1	softboard core rectangular horizontal sliding board, frame material: durable aluminum, board size: 24" x 18"	
	(33) J. Intong	
2	Fellowes Powershred 79Ci Cross-Cut Shredder	
	(36) D. Tan	
3	White Monoblock (with arm) M5 classmate chair for class room heavy duty	
4	TV rack with wheels and lack, TV Mount stand for 55"-75" flat panel	
5	Steel Cabinet 4 Drawers	
6	Steel Sliding Cabinet with sliding glass door (white color)	
	(48) F. Acma	

7	Office Tables (engineered wood with 3 drawers, 2ft x 3ft)	
	(117) A. Mohagan	
8	Office Tables: Engineered wood with 3 drawer	
	(134) Q. Curayag	
	Semi-Expandables Supplies	
9	Refrigerator (2-door, 10.4 cu ft., white/gray/silver color, inverter, no frost)	
10	Automatic Kitchen faucet add-on (motion sensor, USB Charging, anti-clogging)	
11	Wall Mounted tissue case/bathroom paper towel dispenser (size approx. 10.63" x 7.87" x 3.94")	
12	Automatic Touchness hand sanitizer/soap dispenser (wall mount operated, 700 ml capacity, infrared sensor, 1 ml drop volume, white color, with 4 pcs AA battery)	
	Lot 2-TF	
TF	(67) V. Suminguit	
1	Conference/OfficeChairSpecifications:Material: Fabric, Leather, metal plasticChairType: Office/conference chairHeight:Adjustable with hydraulic liftHorizontalMovement: Swivel, casterwheelsColor:Color:BrownArmchair:Adjustable	
	Lot 3-STF	
STF	(156) R. Arroyo	

	Wet & Dry Vacuum Cleaner
	Specifications:
	Actual Suction Power
	Air Watts: 240 Energy Use
	W: 1100 Container Capacity
	I: 25 Container Material: Stainless Steel Standard
	Accessory ID (mm): 35 Current Type (V/Hz)
	220-240/ 50-60 Weight Without
	Accessories (kg): 8,7 Ship Weight incld.
	Packaging (kg): 12.8
	Dimensions (L x W x H) (mm) : 418 x 382 x 652
	w/ equipment: 1x Suction Hose,2.2m, 35 mm;
1	1x suction Tubes, 2 piece(s), 0.5m, 35mm; 1x
	wet and dry floor Nozzle, Switchable Floor Nozzle with 2x rubber and 2x Brush Srips; Flat
	Pleated Filter, in removable Filter box ; 1x
	Crevice Nozzle; 1x Fleece Filter Bag, 1 piece(s)
	Removable handle with Electrostatic
	Protection
	Blower Function
	Parking Position
	Filter Cleaning
	Accessory Storage on the Device
	Sturdy Bumper Convenient 3-in-1 carrying handle
	Rotary switch (on/off)
	Storage compartment for small parts
	(166) J. Tajones
	Wall Hanging Office Cabinet Marine
2	Plywood Laminated Finish Floating wall-
Z	mount design Open bottom shelf Locking
	Doors with key and Magnetic latches
	(184) J. Tajones
	Free-standing water dispenser
	Bottom Loading
	Hot, normal and cold
	Compressor type cooling
3	Hot water safety lock
-	585 W
	L-12.25
	W-12.5
	H-41
	_

	[]	
	(947)	
	(215) J. Intong	
4	15.4 cu.ft Two door Top freezer Refrigerator (GR H432HLHN;Platinum Silver 700 x 1680 x 730mm	
	(216) J. Obedencio	
5	Electric Fan, ceiling mount, orbit type	
	(227) MJ. ROJO	
6	Sixteen (16) layer 70 kg capacity Vegetable/Fruit Dryer 400 x 465 x 620 Layer mesh size 385 x 285 mm With 360 degrees rotating air system 1500 W rated power, and Heat control system that enhances temperature stability Set the time for up to 24 hours Quite operation 30-45 dB, 220V-50Hz Working Temperature of 30-90 degrees, double insulation body	
7	Vertical Blinds, 12.90ft x 6.20ft (1st floor Preparation Room)	
	(273) C. Cordova	
8	Computer Tables (Customized Tables (customized wooden with chairs)	
	(230) C. Amper	
9	Microwave Oven 30-35 Liters Capacity Digital Countertop Non-Inverter Ceramic	
	Enamel Interior	

	StainlessSteelDoorLEDDisplayTypePowerSource-220V60HZ1 year warrarty on parts and services1(250) R. Arroyo	
10	HeavyDutyImpulseSealer:ImpulsePower350WMaxSealLength:250mmMaxSealThickness:0.356mmMaxSealWidth2.5mmHeatingTime0.2-1.5(s)Weight1.9kgLight Weight	
11	ElectricHandMixerDimension:L 11.5 x $V > 0.5 x$ $V > 0.6 x$ Color:WhiteWhite5-speedSettingswithTurboButtonStainlessSteelDoughHook & BeaterEjectorPushButtonBeaterEjectorMotor250WattsPowerMotorWithbeatersandDoughHooksAttachmentFushStatesStates	
12	HeavyDutyBlenderSpecification:BlenderTypeCountertopBlenderBlenderBlenderFeaturesIceCrushingVariableSpeedsMaterialPlasticJuicerFeaturesAnti-SlipFeetVariableSpeedsVolumeCapacity:2.25LInputInputVoltage:230VPower Consumption:1500W	
	(314) JD. Tajones	
13	CLASSROOM CHAIR Classmate Chair Made of 100% plastic, the Classmate Chair is available with a writing board for both left- and-right-	

	handers Dimension: Backrest Height: 710 mm seat Height:380 mm, Seat Depth:403mm, Seat Width:370 mm Writing Board Height:614 mm, Writing Board Depth:617m,Writing Board With:250 mm, Weight (KGS) 3.40 kgs Features 100% virgin resin Char Parts availbale: Inclusion: Delivery and Installation	
14	Office Desk (1200Lx700Wx750H) 25mm THK,MDF Board laminated woodgrain top finish with PVC Edging, power coated metal leg with Modesty; with center drawer, and mobile Pedstal: made of gauge No.20 cold rolled sheets, power coated finish, color light gray, with replaceable locking system, base has anti-tip support Inclusion: Delivery and Installation	
15	Modular Learning and Conference Table 55 pcs 80x60x75cm table 25mm THK., MDF Board laminated woodgrain top finish with PVC Edging, power coated metal leg with Modesty; No. 20 cold rolled sheets,power coated finish, color light gray, the base has anti-tip support Inclusion: Delivery and Installation	

Checklist of Bidding Documents for Procurement of Goods and Services

Documents should be arranged as per this checklist. Kindly provide folders or guides, dividers and ear tags with appropriate labels.

The Technical Component (First Envelope) shall contain the following:

1. Eligibility Requirements.

	Class "A" Documents					
Lego	al Do	<u>cuments</u>				
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;				
<u>Teci</u>	<u>hnica</u>	<u>l Documents</u>				
	(b)	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; within the relevant period in the bidding documents. The Statement shall include all information required in the PBDs prescribed by the GPPB. <i>(Sample form-Form No. 3)</i> . The duly signed form shall still be submitted even if the bidder has no on-going contract.				
	(c)	Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance of officials receipt(s) issued for the contract, within the relevant periods provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form-Form No. 4)				
	(d)	The prospective bidder's audited financial statements, showing, among others, the prospective bidder'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.					
	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit al certification issued by the Insurance Commission;						
		<u>or</u>					
		Original copy of Notarized Bid Securing Declaration;					
	(f)	Scheduled VI- Schedule of Requirements with signature of Bidder's authorized representative.					
	(g)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>					
	(h)	Original duly signed Omnibus Sworn Statement (OSS);					
	(i)	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. (sample Form- Form No. 7)					
<u>Fin</u>	ancia	l Documents					
	(j)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); (sample form-Form No.5)					
		<u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.					
	I	Class "B" Documents					
	(k)	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.					

FIN	FINANCIAL COMPONENT (SECOND ENVELOPE)					
	(a)	Original of duly signed and accomplished Financial Bid Form; (sample form- Form No. 1)				
	(b)	Original of duly signed and accomplished Price Schedule(s). (sample form- Form No. 2)				

FORMS

Republic of the Philippines

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>by itself or by</u> <u>relation, membership, association, affiliation, or controlling interest with another</u> <u>blacklisted person or entity as defined and provided for in the Uniform Guidelines</u> <u>on Blacklisting:</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an

authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. [Select one, delete the rest:]

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

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

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

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

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF ______) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date:

Project Identification No.: _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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:

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

51

(If none, state "None")]

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 Lowest Calculated Bid or any Bid you may receive.

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

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

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

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

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Name of Bidder				Project	t ID No	F	Page	_of	
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)

For Goods Offered from Within the Philippines

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

Business Name: _____

Business Address:

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Title of the Contract/ Project	Kinds of Goods	Total Amount of Contract	Date of Acceptance*	End user's Acceptance or Official Receipt(s)
			Name		Date of		Issued for the Contract

Submitted by: _____

(Printed Name & Signature)

Designation:

Company Name: _____

Date: _____

Instructions:

a. The SLCC should have been completed (i.e., accepted) within two (2) years prior to

the deadline for the submission and receipt of bids.

b. Similar contract shall refer to supply, delivery, and installation of office equipment.

c. 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, and whose value, adjusted to current prices using the PSA's CPI, must be at least fifty percent (50%) of the ABC to be bid;

d. This document shall be supported by the following:

1. Contract with NTP

2. OR/Sales Invoice

^{*} Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance, Completion from the bidder's client, or an Official Receipt or a Sales Invoice.

STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name:	
Business Address:	

					Amount	
Name of	Date of	Title of the	Kinds of	Date of	Contract	Value of
Contract/	Contract	Contract/	Goods	Delivery	Amount	Outstanding
Project Cost		Project				Contract
		Name				
Government						
Private						
					TOTAL	

Note: This statement shall be supported by:

1. State all ongoing contracts including those awarded but not yet started (government and

private contracts which may be similar or not similar to the project called for bidding) as of:

(The day before the deadline of submission of bids.)

2. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

3. This document should be supported by NOA, NTP and Contract whichever is applicable.

Submitted by:

(Printed Name & Signature of Authorized Representative)

Designation _____ Date: _____