# UNIVERSITY OF THE PHILIPPINES BAGUIO

# PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

SUPPLY, DELIVERY, AND INSTALLATION OF VARIOUS FURNITURE AND FIXTURES FOR THE BALAY INTERNASYONAL OF UP BAGUIO

**UPB-GOODS-2023-16** 

Sixth Edition July 2020

## **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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## Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

UN – United Nations.

#### Section I. Invitation to Bid

## UNIVERSITY OF THE PHILIPPINES BAGUIO Governor Pack Road, Baguio City

# INVITATION TO BID FOR SUPPLY, DELIVERY, AND INSTALLATION OF VARIOUS FURNITURE AND FIXTURES FOR THE BALAY INTERNASYONAL OF UP BAGUIO (UPB-GOODS-2023-16)

- 1. The University of the Philippines Baguio, through the General Appropriations Act CY 2023 intends to apply the sum of Four Million Nine Hundred Eighty-Four Thousand Seven Hundred Seventy Pesos Only (Php 4,984,770.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Supply, Delivery, and Installation of Various Furniture and Fixtures for the Balay Internasyonal of UP Baguio with bid reference number UPB-GOODS-2023-16. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *University of the Philippines Baguio* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Thirty (30) calendar days from receipt of Notice to Proceed (NTP)*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *University of the Philippines Baguio* and inspect the Bidding Documents at the address given in No. 7 of this section during *Mondays to Fridays at 8:30 a.m. to 4:30 p.m. except on holidays*.
- 5. A complete set of Bidding Documents may be acquired or downloaded by interested Bidders on 21 November 2023 (Tuesday) from the given address and website in No. 7 and 15 of this section respectively and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the

amount of *Five Thousand Pesos Only (PhP 5,000.00)*. The Procuring Entity shall allow the bidder to present during bid submission its proof of payment for the fees *in person or through electronic means*.

One can make a personal payment at the UP Baguio Cash Office or bank payment using the following details:

Bank: Development Bank of the Philippines (DBP)

Branch: Baguio City

Account Name: UP Baguio Trust Fund Account Number: 0-00363-510-1

(Please make at least two (2) copies of the deposit slip)

Issuance of the Official Receipt will be made at the UP Baguio Cash Office from Mondays to Fridays at 8:00 a.m. to 4:00 p.m. except on holidays. This must be presented upon acquiring a complete set of bidding documents at the Bids and Awards Committee Office.

6. The University of the Philippines Baguio will hold a Pre-Bid Conference<sup>1</sup> on 29 November 2023 (Wednesday) at 10:00 a.m. at the Chancellor's Board Room, University of the Philippines Baguio, Governor Pack Road, Baguio City and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.

For those participating via Zoom conferencing, the link below is provided for advance registration. Only those who registered will be provided with an invitation link for the scheduled Pre-Bid Conference.

#### https://up-edu.zoom.us/meeting/register/tJAuf-uhqTwuGNHbH2sV44lZYtQrlgJp00dZ

Information about the meeting will be provided through an email after a successful online registration.

7. A bid, properly sealed and signed, must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 12 December 2023 (Tuesday) at 8:00 a.m. Late bids shall not be accepted.

BAC Office Iskolar ng Bayan Building University of the Philippines Baguio Governor Pack Road, Baguio City Email: bac.upbaguio@up.edu.ph

- 8. A bid must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on 12 December 2023 (Tuesday) at 10:30 a.m. at the ODSA Conference Room, Alumni Building, University of the Philippines Baguio, Governor

<sup>&</sup>lt;sup>1</sup> 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.

**Pack Road, Baguio City** and via **Zoom.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For those participating via zoom conferencing, the link below is provided for advance registration. Only those who registered will be provided with an invitation/link for the scheduled Opening of Bids.

https://up-edu.zoom.us/meeting/register/tJwodO-vpj0tHdVp1Ga94TYUBf\_LocPNZxG7

Information about the meeting will be provided on the confirmation email after registration.

- 10. In accordance with GPPB Circular 06-2005, the University of the Philippines Baguio adopt the use of "draw lots" as a tie-breaking method in the event two or more of the bidders have been declared as having the Lowest Calculated and Responsive Bid (LCRB).
- 11. Bidders shall read the bidding documents carefully and must comply with the requirements indicated. Failure to comply will lead to disqualification of the bid.
- 12. Bidders are encouraged to properly use labelling tabs and identify the documents submitted for ease of reference in the opening of bids.
- 13. The *University of the Philippines Baguio* 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.
- 14. For further information, please contact:

Mr. Ruel C. Lestino
Supply and Property Management Office
Isabelo delos Reyes Building
University of the Philippines Baguio
Governor Pack Road, Baguio City
Telefax no. (074) 442-3484, (074) 446-9973
Email: bac.upbaguio@up.edu.ph

15. If one intends to download copies of the Bidding Documents, visit:

https://bac.upb.edu.ph/bid-opportunities/

Date of Issue: 21 November 2023, Tuesday

SGD

JOEL M. ADDAWE

Chairperson, BAC

#### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *University of the Philippines Baguio* wishes to receive Bids for the *Supply, Delivery, and Installation of Various Furniture and Fixtures for the Balay Internasyonal of UP Baguio* with bid reference number *UPB-GOODS-2023-16*.

The Procurement Project (referred to herein as "Project") is composed of *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2023 in the amount of Four Million Nine Hundred Eighty-Four Thousand Seven Hundred Seventy Pesos Only (Php 4,984,770.00).
- 2.2. The source of funding is *Special Appropriations*.

#### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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

The Procuring Entity has prescribed that **Subcontracting** is not allowed.

#### 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five* (5) *years* 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS**.

#### b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for and not to exceed *one hundred twenty* (120) calendar days from the date of the opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity. 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 (1) set of original copies and one (1) set of photocopies of the first and second components of its Bid.

<sup>&</sup>lt;sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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.

#### 16. Deadline for Submission of Bids

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

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign on the registration sheet as a proof of their attendance. In the case of attendance to a videoconferencing, webcasting or other similar technologies, 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

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as *One Project having several items that shall be awarded as one contract.*

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

#### 20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts regarded as "similar to the Project" shall be:
	a. Experience in the <i>supply</i> , <i>delivery and installation of various furniture</i> and fixtures.
	b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP University of the Philippines Baguio, Governor Pack Road, Baguio City for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Ninety-Nine Thousand Six Hundred Ninety-Five Pesos and Forty Centavos Only (Php 99,695.40) or two percent (2%) of Four Million Nine Hundred Eighty-Four Thousand Seven Hundred Seventy Pesos Only (Php 4,984,770.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Two Hundred Forty-Nine Thousand Two Hundred Thirty-Eight Pesos and Fifty Centavos Only (Php 249,238.50) or five percent (5%) of Four Million Nine Hundred Eighty-Four Thousand Seven Hundred Seventy Pesos Only (Php 4,984,770.00), if bid security is in Surety Bond.
19.3	The Project will be awarded as one lot with ABC of Four Million Nine Hundred Eighty-Four Thousand Seven Hundred Seventy Pesos Only (Php 4,984,770.00).
20	List of post-qualification documents relevant to the Project that are required by the University of the Philippines Baguio:
	<ol> <li>BIR 2303;</li> <li>Latest income and business tax returns (BIR Form 1701Q or 1702Q), covering six (6) months prior to the bid, filed and paid through the BIR Electronic Filing and Payment System (eFPS);</li> <li>Latest Value Added Tax Returns (Form 2550M and 2550Q) and Percentage Tax Returns (Form 2551M), covering six (6) months prior to the bid, if applicable, filed and paid through the BIR Electronic Filing and Payment System (eFPS) and Compliance to all existing laws and regulations;</li> <li>General Information Sheet and complete Articles of Incorporation (for bidders under SEC);</li> </ol>

	<ol> <li>Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent documents;</li> <li>Mayor's or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Zones or Areas;</li> <li>Tax Clearance per E.O. no. 398, s. 2005, as finally reviewed and approved by The Bureau of Internal Revenue (BIR);</li> <li>Detailed Technical Specifications of the product offered, including its model and brochure; and</li> <li>Latest Audited Financial Statement.</li> <li>Bidders must submit the post-qualification requirements within a non-extendible period of five (5) calendar days from the receipt of the notice of LCB/SCB from the BAC.</li> </ol>
21	List of additional contract documents relevant to the Project that are required by existing laws and/or the Procuring Entity.  1. Signed Notice of Award; and 2. Performance security in accordance with Section 39 of the Revised IRR of RA 9184.
Additional Clause	The Bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the financial envelopes including documents that require the bidder's or its authorized representative's signature.

## Section IV. General Conditions of Contract

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

#### 3. Performance Security

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

#### 4. Inspection and Tests

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

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

GCC Clause	
1	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:
	For Goods supplied from abroad: The delivery terms applicable to the Contract are DDP delivered to the University of the Philippines Baguio, Governor Pack Road, Baguio City. In accordance with INCOTERMS."
	For Goods supplied from within the Philippines: "The delivery terms applicable to this Contract are delivered to the University of the Philippines Baguio, Governor Pack Road, Baguio City. 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>Ruel C. Lestino</i> .
	Incidental Services –
	The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:  a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	<ul><li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li><li>c. furnishing of a detailed operations and maintenance manual for each</li></ul>
	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.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### Spare Parts -

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

Select appropriate requirements and delete the rest.

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *two (2)* years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *three* (3) months of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions 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 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.

- 2.1 *No advance payment.*
- 2.2 Partial payment is not allowed.
  - 4 The inspections and tests that will be conducted are:
    - a. Installation of Various Furniture and Fixture upon delivery to ensure all furniture and fixtures are brand new, working and of highest quality; and
    - b. Checking of technical specifications versus delivered items.
- 5.1 The supplier must provide a warranty of at least one (1) year upon acceptance of the Procuring Entity.

# 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	Description	Qty	Unit Cost	Total	Delivery
No.	-	QU	(Php)	(Php)	Period
1	FILING CABINET Dimensions: (± 5% Tolerance) Total Height: 79cm to 97cm Specifications: Total Drawers: 4 drawers Material: Steel Warranty: at least one (1) year	4	16,250.00	65,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed
2	FUNCTION HALL CHAIRS Dimensions: (± 5% Tolerance) Open: L 47cm x W 51cm x H 84.3cm Folded: L 47cm x H 107.7cm Specifications: Frame: Made of powder-coated steel Features: Stain-resistant, Easy to clean, Carry handle, Blow-molded seat and back, Made of high-density polyethylene Color: Dark Grey Warranty: at least one (1) year	200	2,500.00	500,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed
3	KEY HOLDER CASE/ BOX Dimensions: (± 5% Tolerance) D: 8cm x H: 55cm X W: 38cm Specifications: Capacity: 100 keys Material: Steel Cabinet Access Type: Key Lock Color: Gray Warranty: at least one (1) year	1	37,500.00	37,500.00	Thirty (30) calendar days upon receipt of Notice to Proceed
4	OFFICE CHAIRS Dimensions: (± 5% Tolerance) Seat Width: 48.26cm (19") Seat Depth: 43.18cm (17") Seat Height: 43.18cm (17") Specifications: Material: Fabric Features: Adjustable Height Armless Ergonomic Rolling Warranty: at least one (1) year	4	6,250.00	25,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed
5	OFFICE DESK Dimensions: (± 5% Tolerance) W: 100cm x D: 54cm x H: 74cm	2	12,500.00	25,000.00	Thirty (30) calendar days upon receipt of

	Specifications:				Notice to
	Office desk with 2 drawers				Proceed
	Material: MDF and Metal				1100000
	Frame Color: Beige Frame Size: 1.0m				
	-				
6	Warranty: at least one (1) year STUDY TABLE AND CHAIR				Thinty (20)
6	STUDY TABLE AND CHAIR SET				Thirty (30)
	1 1-				calendar days
	Dimensions: (± 5% Tolerance) W: 100cm x D: 48cm x H: 74cm				upon receipt of Notice to
					Proceed
	Specifications: Office desk with 2 drawers				Proceed
	Material: MDF and Metal Frame				
	Color: Beige	20	22 500 00	450,000,00	
	Size: 1.0m; Chair: Dimensions: (±	20	22,500.00	450,000.00	
	5% TOLERANCE)				
	W: 100cm x D: 48cm x H: 74cm				
	Specifications:				
	Office desk with 2 drawer				
	Material: MDF and Metal Frame				
	Color: Beige Size: 1.0m				
	_				
7	Warranty: at least one (1) year				T1: 4 (20)
7	FUNCTION HALL TABLES				Thirty (30)
	Dimensions: (± 5% Tolerance) Table measures: L: 182cm x W:				calendar days
	76cm				upon receipt of Notice to
	Stands Height: 74cm high				Proceed
	Specifications:				1100000
	6ft folding /table	60	6,667.00	400,020.00	
	Table Top: High-density		0,007.00	700,020.00	
	polyethylene table top				
	Frame: Powder-coated steel				
	Features: UV-protected, Weather				
	resistant				
	Warranty: at least one (1) year				
8	KING SIZE MATTRESS				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Size: 182.88cm x 190.5cm (72" x				upon receipt of
	75")				Notice to
	Height: 30.48cm (12")				Proceed
	Specifications:				<del></del>
	Chiropractic Spring Mattress		21.250.00	21.250.00	
	Quality: High Quality	1	31,250.00	31,250.00	
	Materials:				
	Filling: Polyurethane Foam				
	Bonnel Spring: Steel				
	Top: 100% Polyester quilted w/				
	Polyurethrane Foam				
	Bottom: 100% Polyester quilted w/				
<u> </u>	· · · · · · · · · · · · · · · · · · ·	_			·

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	Polyurethane Foam				
	Siding: 100% Polyester quilted w/				
	Polyurethane Foam				
	Color: White or Light Brown or				
	Light Gray				
	Warranty: at least five (5) years				
9	QUEEN SIZE BED				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Bed Frame Size:				upon receipt of
	W:158.4cm x D: 198.5cm x H:				Notice to
	122.6cm				Proceed
	Mattress Size: 152.4cm x 190.5cm				
	(60" x 75")				
	Specifications:				
	Queen Bed Frame	10	37,500.00	375,000.00	
	Materials: Wooden frame with kiln	10	37,300.00	373,000.00	
	dry solid wood slats, cleats and legs				
	in stain finish				
	Headford: tufted				
	Other Features: With built-in				
	drawers				
	Weight Capacity: 100-200kg				
	Swatch: Essen Brown				
	Warranty: at least one (1) year				
10	QUEEN SIZE MATTRESS				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Size: 152.4cm x 190.5cm (60" x				upon receipt of
	75")				Notice to
	Height: at least 25.4cm (10")				Proceed
	Specifications:				
	Spring & Foam Mattress				
	Quality: High Quality				
	Materials:				
	Filling: Polyurethane Foam	10	23,750.00	237,500.00	
	Bonnel Spring: Steel				
	Top: 100% Polyester quilted w/				
	Polyurethrane Foam				
	Bottom: 100% Polyester				
	Siding: 100% Polyester quilted w/				
	Polyurethane Foam				
	Color: White or Light Brown or				
	Light Gray				
	Warranty: at least five (5) years				
11	SINGLE SIZE MATTRESS				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Size: 91.44cm x 190.5cm (36" x				upon receipt of
	75")	25	15,000.00	375,000.00	Notice to
	Height: at least 25.4cm (10")				Proceed
	Specifications:				
1	Comfort Mattress	1			

	0 1' 17' 1 0 1'		I	I	
	Quality: High Quality				
	Materials:				
	Top Layer: Soft comfort foam				
	Bottom Layer: expanding flexible				
	Foam; easy to use and durable				
	Cover: 100% polyester				
	Filling: Polyurethane foam				
	Color: White or Light Brown or				
	Light Gray				
	Warranty: at least five (5) years				
12	SINGLE SIZE BED				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Bed Frame Size:				upon receipt of
	W: 97.4cm x D: 198.5cm x H:				Notice to
	122.6cm				Proceed
	Mattress Size: 91.44cm x 190.5cm				110000
	(36" x 75")				
	Specifications:	17	28,125.00	478,125.00	
	Single Bed Frame	-	==,1=0.00	., :,:25.	
	Color: Ebony				
	Materials: Pinewood Solidwood and				
	Steamed Beech Veneer				
	Headboard: Upholstered				
	Swatch: Essen Linen				
12	Warranty: at least one (1) year  ACCENT CHAIRS				T1: : (20)
13					Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Size: 76cm x 66cm x 112cm				upon receipt of
	Specifications:	1	18,750.00	18,750.00	Notice to
	Material: Wood, fabric, foam		,		Proceed
	Colors: Mellow whisper + matte				
	mogano customizable				
	Warranty: at least one (1) year				
14	ALL WEATHER TABLE AND				Thirty (30)
	CHAIRS Dimensions: (± 5%				calendar days
	Tolerance)				upon receipt of
	Table: L: 60.96cm x D: 60.96cm H:				Notice to
	68.58cm				Proceed
	(24" x 24" x27")				
	Chair: H:88.9cm, W: 46.99cm, D:				
	46.99cm		21 250 00	250 000 00	
	(35"x 18.5" x 18.5")	8	31,250.00	250,000.00	
	Specifications:				
	One (1) Table and Two (2) Chairs				
	set				
	Material: Metal and Cast Aluminum				
	Color: Black				
	Frame Durability: Weather Resistant				
	Warranty: at least one (1) year				
	" arranty. at least one (1) year	1	<u> </u>	I	

15	BEAN BAGS Dimensions: (± 5% Tolerance) Dia: 121.9cm x Ht.: 65cm Specifications: Material: Ground Foam Color: Brown or Green Warranty: at least one (1) year	10	3,750.00	37,500.00	Thirty (30) calendar days upon receipt of Notice to Proceed
16	COFFEE TABLE Dimensions: (± 5% Tolerance) Size: H: 44.96cm x L: 99.06cm x 48.26cm (17.7" x 39" x 19") Specifications: Top Material: Manufactured wood Base Material: Powder coated metal and pine wood Color: Brown Warranty: at least one (1) year	10	18,750.00	187,500.00	Thirty (30) calendar days upon receipt of Notice to Proceed
17	CONSOLE TABLES Dimensions: (± 5% Tolerance) L: 120cm x W: 40cm x H: 75cm Specifications: Material: Rubberwood, MDF/ veneer Color: Dark Black Warranty: at least one (1) year	30	18,750.00	562,500.00	Thirty (30) calendar days upon receipt of Notice to Proceed
18	FLOOR LAMPS Dimensions: (± 5% Tolerance) W:40cm x H:65cm Specifications: Shade: Resin Body: Metal & Wood Base: Metal & Wood Finish: Paint Color: White Warranty: at least one (1) year	7	6,250.00	43,750.00	Thirty (30) calendar days upon receipt of Notice to Proceed
19	INDOOR 2-SEATER DINING SET (High Table Dining Set) Dimensions: (± 5% Tolerance) Table Dimension: L: 76.2cm x W: 76.2cm x H: 106.68cm (30" x 30" x 42") Chair Dimension: L: 48.26cm x 57.15cm x 106.68cm (19" x 22.5" x 42") Specifications: One (1) Table and Two (2) Chairs set High Table and Chair	1	21,250.00	21,250.00	Thirty (30) calendar days upon receipt of Notice to Proceed

	Talala Matarial, Callil 1		1		
	Table Material: Solid wood				
	Chair Material: Solid wood with				
	foam				
	Color: Cappuccino				
20	Warranty: at least one (1) year				F1: (20)
20	INDOOR 2-SEATER DINING				Thirty (30)
	SET (Low Table Dining Set)				calendar days
	Dimensions: (± 5% Tolerance)				upon receipt of
	Table Diameter: 50cm x 44.5cm				Notice to
	Chair: 60cm x 90cm				Proceed
	Specifications:				
	One (1) Table and Two (2) Chairs				
	set				
	Low Table and Chair				
	Wood frame & panel: Walnut				
	Fabric: Beige (FG22616-16)	3	13,750.00	41,250.00	
	Table Material: 18mm thick MDF		15,750.00	71,230.00	
	laminated with Walnut wood veneer				
	& 25 mm x 55 mm tapered solid				
	rubber wood legs in NC painted				
	finish				
	Chair: 9mm thick plywood seat pad				
	with 25 mm thick foam covered				
	with polyester fabric & 50mm Solid				
	rubber wood in NC painted finish				
	frame & legs				
	Warranty: at least one (1) year				
21	NIGHT STAND				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Size: 53.975cm x 38.1cm x 66.04cm				upon receipt of
	(21 <sup>1</sup> / <sub>4</sub> " x 15" x 26")				Notice to
	Specifications:	27	13,125.00	354,375.00	Proceed
	Two (2) – drawer Chest				
	Material: Wooden				
	Color: Dark Gray Stained				
	Warranty: at least one (1) year				
22	TABLE LAMPS				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Length: 25cm				upon receipt of
	Width: 25cm				Notice to
	Height: 44cm	21	4 750 00	00.750.00	Proceed
	Specifications:	41	4,750.00	99,750.00	
	Material: Lampshade with Gold				
	lining, Made of metal and fabric				
	Weight: 1.83kg				
	Warranty: at least one (1) year				
23	THREE - SEATER SOFA				Thirty (30)
	Dimensions: (± 5% Tolerance)	0	25 000 00	200,000,00	calendar days
	W: 16.4cm x D: 85cm x H: 77.5cm	8	25,000.00	200,000.00	upon receipt of
	Specifications:				1
L	1 4			1	1

	Color: Renzo Cream				Notice to
	Framing: Gmelina Wood Frame				Proceed
	Metal Leg A-242				
	Warranty: at least one (1) year				
24	TWO - SEATER SOFA				Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	W: 16.4cm x D: 85cm x H: 77.5cm				upon receipt of
	Specifications:	9	18,750.00	168,750.00	Notice to
	Color: Renzo Cream	9	18,730.00	108,730.00	Proceed
	Framing: Gmelina Wood Frame				
	Metal Leg A-242				
	Warranty: at least one (1) year				

# 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.]
1	FILING CABINET  Dimensions: (± 5% Tolerance)  Total Height: 79cm to 97cm  Specifications:  Total Drawers: 4 drawers  Material: Steel  Warranty: at least one (1) year	ine appricable turns and issuances.
2	FUNCTION HALL CHAIRS Dimensions: (± 5% Tolerance) Open: L 47cm x W 51cm x H 84.3cm Folded: L 47cm x H 107.7cm Specifications: Frame: Made of powder-coated steel Features: Stain-resistant, Easy to clean, Carry handle, Blow-molded seat and back, Made of high-density polyethylene Color: Dark Grey Warranty: at least one (1) year	
3	KEY HOLDER CASE/ BOX Dimensions: (± 5% Tolerance) D: 8cm x H: 55cm X W: 38cm Specifications: Capacity: 100 keys Material: Steel	

	C-1.:	
	Cabinet Access Type: Key Lock	
	Color: Gray	
	Warranty: at least one (1) year	
4	OFFICE CHAIRS	
	Dimensions: (± 5% Tolerance)	
	Seat Width: 48.26cm (19")	
	Seat Depth: 43.18cm (17")	
	Seat Height: 43.18cm (17")	
	Specifications:	
	Material: Fabric	
	Features: Adjustable Height Armless	
	Ergonomic Rolling	
	Warranty: at least one (1) year	
5	OFFICE DESK	
	Dimensions: (± 5% Tolerance)	
	W: 100cm x D: 54cm x H: 74cm	
	Specifications:	
	Office desk with 2 drawers	
	Material: MDF and Metal	
	Frame Color: Beige	
	Frame Size: 1.0m	
	Warranty: at least one (1) year	
6	STUDY TABLE AND CHAIR SET	
	Dimensions: (± 5% Tolerance)	
	W: 100cm x D: 48cm x H: 74cm	
	Specifications:	
	Office desk with 2 drawers	
	Material: MDF and Metal Frame	
	Color: Beige	
	Size: 1.0m; Chair: Dimensions: (± 5%	
	TOLERANCE)	
	W: 100cm x D: 48cm x H: 74cm	
	Specifications:	
	Office desk with 2 drawer	
	Material: MDF and Metal Frame	
	Color: Beige	
	Size: 1.0m	
	Warranty: at least one (1) year	
7	FUNCTION HALL TABLES	
<b>'</b>	Dimensions: (± 5% Tolerance)	
	Table measures: L: 182cm x W: 76cm	
	Stands Height: 74cm high	
	Specifications:	
	*	
	6ft folding /table	
	Table Top: High-density polyethylene table	
	top	
	Frame: Powder-coated steel	
	Features: UV-protected, Weather resistant	
	Warranty: at least one (1) year	

0	KING SIZE MATTRESS	
8		
	Dimensions: (± 5% Tolerance)	
	Size: 182.88cm x 190.5cm (72" x 75")	
	Height: 30.48cm (12")	
	Specifications:	
	Chiropractic Spring Mattress	
	Quality: High Quality	
	Materials:	
	Filling: Polyurethane Foam	
	Bonnel Spring: Steel	
	Top: 100% Polyester quilted w/	
	Polyurethrane Foam	
	Bottom: 100% Polyester quilted w/	
	Polyurethane Foam	
	Siding: 100% Polyester quilted w/	
	Polyurethane Foam	
	Color: White or Light Brown or Light Gray	
	Warranty: at least five (5) years	
9	QUEEN SIZE BED	
	Dimensions: (± 5% Tolerance)	
	Bed Frame Size:	
	W:158.4cm x D: 198.5cm x H: 122.6cm	
	Mattress Size: 152.4cm x 190.5cm (60" x	
	75")	
	Specifications:	
	Queen Bed Frame	
	Materials: Wooden frame with kiln dry solid	
	wood slats, cleats and legs in stain finish	
	Headford: tufted	
	Other Features: With built-in drawers	
	Weight Capacity: 100-200kg	
	Swatch: Essen Brown	
	Warranty: at least one (1) year	
10	QUEEN SIZE MATTRESS	
	Dimensions: (± 5% Tolerance)	
	Size: 152.4cm x 190.5cm (60" x 75")	
	Height: at least 25.4cm (10")	
	Specifications:	
	Spring & Foam Mattress	
	Quality: High Quality	
	Materials:	
	Filling: Polyurethane Foam	
	Bonnel Spring: Steel	
	Top: 100% Polyester quilted w/	
	Polyurethrane Foam	
	Bottom: 100% Polyester	
	Siding: 100% Polyester quilted w/	
	Polyurethane Foam	
	Color: White or Light Brown or Light Gray	
	Warranty: at least five (5) years	

44	CANCA E CAME AS A REPORTED	T
11	SINGLE SIZE MATTRESS	
	Dimensions: (± 5% Tolerance)	
	Size: 91.44cm x 190.5cm (36" x 75")	
	Height: at least 25.4cm (10")	
	Specifications:	
	Comfort Mattress	
	Quality: High Quality	
	Materials:	
	Top Layer: Soft comfort foam	
	Bottom Layer: expanding flexible Foam;	
	easy to use and durable	
	Cover: 100% polyester	
	Filling: Polyurethane foam	
	Color: White or Light Brown or Light Gray	
	Warranty: at least five (5) years	
12	SINGLE SIZE BED	
	Dimensions: (± 5% Tolerance)	
	Bed Frame Size:	
	W: 97.4cm x D: 198.5cm x H: 122.6cm	
	Mattress Size: 91.44cm x 190.5cm (36" x	
	75")	
	Specifications:	
	Single Bed Frame	
	Color: Ebony	
	Materials: Pinewood Solidwood and	
	Steamed Beech Veneer	
	Headboard: Upholstered Swatch: Essen Linen	
13	Warranty: at least one (1) year  ACCENT CHAIRS	
13		
	Dimensions: (± 5% Tolerance)	
	Size: 76cm x 66cm x 112cm	
	Specifications:	
	Material: Wood, fabric, foam	
	Colors: Mellow whisper + matte mogano	
	customizable	
	Warranty: at least one (1) year	
14	ALL WEATHER TABLE AND CHAIRS	
	Dimensions: (± 5% Tolerance)	
	Table: L: 60.96cm x D: 60.96cm H: 68.58cm	
	(24" x 24" x27")	
	Chair: H:88.9cm, W: 46.99cm, D: 46.99cm	
	(35"x 18.5" x 18.5")	
	Specifications:	
	One (1) Table and Two (2) Chairs set	
	Material: Metal and Cast Aluminum	
	Color: Black	
	Frame Durability: Weather Resistant	
	Warranty: at least one (1) year	

15	BEAN BAGS	
13	Dimensions: (± 5% Tolerance)	
	Dia: 121.9cm x Ht.: 65cm	
	Specifications:	
	Material: Ground Foam	
	Color: Brown or Green	
16	Warranty: at least one (1) year  COFFEE TABLE	
10	Dimensions: (± 5% Tolerance)	
	Size: H: 44.96cm x L: 99.06cm x 48.26cm	
	(17.7" x 39" x 19") Specifications:	
	Top Material: Manufactured wood	
	Base Material: Powder coated metal and pine	
	wood	
	Color: Brown	
	Warranty: at least one (1) year	
17	CONSOLE TABLES	
1 /	Dimensions: (± 5% Tolerance)	
	L: 120cm x W: 40cm x H: 75cm	
	Specifications:	
	Material: Rubberwood, MDF/ veneer	
	Color: Dark Black	
	Warranty: at least one (1) year	
18	FLOOR LAMPS	
10	Dimensions: (± 5% Tolerance)	
	W:40cm x H:65cm	
	Specifications:	
	Shade: Resin	
	Body: Metal & Wood	
	Base: Metal & Wood	
	Finish: Paint	
	Color: White	
	Warranty: at least one (1) year	
19	INDOOR 2-SEATER DINING SET (High	
	Table Dining Set)	
	Dimensions: (± 5% Tolerance)	
	Table Dimension:	
	L: 76.2cm x W: 76.2cm x H: 106.68cm	
	(30" x 30" x 42")	
	Chair Dimension:	
	L: 48.26cm x 57.15cm x 106.68cm	
	(19" x 22.5" x 42")	
	Specifications:	
	One (1) Table and Two (2) Chairs set	
	High Table and Chair	
	Table Material: Solid wood	
	Chair Material: Solid wood with foam	
	Color: Cappuccino	
	Warranty: at least one (1) year	

20	INDOOR 2-SEATER DINING SET (Low	
20	Table Dining Set)	
	Dimensions: (± 5% Tolerance)	
	Table Diameter: 50cm x 44.5cm	
	Chair: 60cm x 90cm	
	Specifications: One (1) Table and Two (2)	
	Chairs set; Low Table and Chair	
	Wood frame & panel: Walnut	
	Fabric: Beige (FG22616-16)	
	Table Material: 18mm thick MDF laminated	
	with Walnut wood veneer & 25 mm x 55	
	mm tapered solid rubber wood legs in NC	
	painted finish	
	Chair: 9mm thick plywood seat pad with 25	
	mm thick foam covered with polyester fabric	
	& 50mm Solid rubber wood in NC painted	
	finish frame & legs	
	Warranty: at least one (1) year	
21	NIGHT STAND	
	Dimensions: (± 5% Tolerance)	
	Size: 53.975cm x 38.1cm x 66.04cm	
	(21 ½" x 15" x 26")	
	Specifications: Two (2) – drawer Chest	
	Material: Wooden	
	Color: Dark Gray Stained	
	Warranty: at least one (1) year	
22	TABLE LAMPS	
	Dimensions: (± 5% Tolerance)	
	Length: 25cm	
	Width: 25cm	
	Height: 44cm	
	Specifications:	
	Material: Lampshade with Gold lining, Made	
	of metal and fabric	
	Weight: 1.83kg	
22	Warranty: at least one (1) year THREE - SEATER SOFA	
23		
	Dimensions: (± 5% Tolerance)	
	W: 16.4cm x D: 85cm x H: 77.5cm	
	Color: Renzo Cream	
	Framing: Gmelina Wood Frame	
	Metal Leg A-242	
	Warranty: at least one (1) year	
24	TWO - SEATER SOFA	
	Dimensions: (± 5% Tolerance)	
	W: 16.4cm x D: 85cm x H: 77.5cm	
	Color: Renzo Cream	
	Framing: Gmelina Wood Frame Metal Leg	
	A-242	
	Warranty: at least one (1) year	

# Section VIII. Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

	<u>Legal Do</u>	<u>ocuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
	<u>—</u>	in accordance with Section 8.5.2 of the IRR;
	<u>Technica</u>	al Documents
	(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; <b>and</b>
		Statement of the bidder's Single Largest Completed Contract (SLCC) similar
		to the contract to be bid, except under conditions provided for in Sections
		23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the
		relevant period as provided in the Bidding Documents; <u>and</u>
	$\bigcup$ (d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a
		certification issued by the Insurance Commission or Original copy of
		Notarized Bid Securing Declaration; and
	(e)	Conformity with the Technical Specifications, which may include
		production/delivery schedule, manpower requirements, and/or after-
		sales/parts, if applicable; <u>and</u>
	(f)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.
	Financia	l Documents
	(g)	The prospective bidder's computation of Net Financial Contracting Capacity
		(NFCC) or A committed Line of Credit from a Universal or Commercial
		Bank in lieu of its NFCC computation.
		Class "B" Documents
	(h)	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.
П	FINANC	IAL COMPONENT ENVELOPE
11.	$\Box$ (i)	Original of duly signed and accomplished Financial Bid Form; and
	(i)	Original of duly signed and accomplished Price Schedule(s).
		Original of duty signed and accomplished trice beneduce(s).
	Other do	cumentary requirements under RA No. 9184 (as applicable)
	(k)	[For foreign bidders claiming by reason of their country's extension of
	_	reciprocal rights to Filipinos] Certification from the relevant government
		office of their country stating that Filipinos are allowed to participate in
		government procurement activities for the same item or product.
		Certification from the DTI if the Bidder claims preference as a Domestic
		Bidder or Domestic Entity.

## Section IX. Sample Forms

- 1. Bid Securing Declaration Form
- 2. Omnibus Sworn Statement
- 3. Bid Form
- 4. Contract Agreement Form
- 5. Table for Goods offered from Abroad
- 6. Table for Goods offered from within the Philippines
- 7. List of all Ongoing Government & Private Contracts including contracts awarded but not yet started
- 8. Statement of Single Largest Completed Contracts which is similar in nature

### Bid Securing Declaration Form

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

DEDUCIO OF THE DITH IDDINES	
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]

#### **Omnibus Sworn Statement**

REPUBLIC OF THE PHILIP	PINES)	
CITY/MUNICIPALITY OF	) S.S.	

#### **AFFIDAVIT**

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN	WITNESS	WHEREOF, 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 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:										
<ul> <li>to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>										
b. to provide a performance security in the form, amounts, and within the times prescribed in th PBDs;										
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us a 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 of agent Currency Commission or gratuity										
<u> </u>										

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.

(if none, state "None")

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:

## Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

·C	1	JΊ	$\Gamma \mathbf{F}$	2 /	١	C	$\Gamma A$	١	$\mathbf{G}$	R	H	'1	Н	1	٧	1	k	Ι,	N	ľ	T

	THIS AGREEMENT made the	day of	20	between	[name of
PROC	CURING ENTITY] of the Philippines (h	ereinafter called "the	Entity")	of the one	part and
[name	of Supplier] of [city and country of Su	upplier] (hereinafter o	called "th	e Supplier	") of the
other p	part;				

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation:

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### **Acknowledgment**

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

## Price Schedule for Goods Offered from Abroad

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

Name (	of Bidder				Project II	O No	Page of		
1	2	3	4	5	6	7	8	9	
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)	

## 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	e of Bidder		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)
Name	e:								
Legal	Capacity:								
Signa	ture:								
Duly	authorized	to sign tl	ne Bid fo	r and b	ehalf of:				

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

Business Name :							
Business Address:			_				
Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
GOVERNMENT		Į.					
<u>PRIVATE</u>							
and complexity t 1. Notice of Awa 2. Notice to Pro	to the contract ard or Contract ceed issued by fforts in reques		ence of Notic	ce to Procee	d (NTP), ex	ecute an affidav	vit that the bidder
Not to be sub	mitted during	the Opening of Bids bu	t to be verifie	ed, ascertain	ed and vali	dated during po	st-qualification.
Submitted by	; ,	(Prin	ted Name ar	d Signature)		5.	
Designation Date				20-20			

## Statement of Single Largest Completed Contracts which is similar in nature

Business Address	:					
Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract
Note: This state	ment shall be si	upported with:				
1. Certificate of	End-users Acce	ptance or Official Re	ceipt/s or Sa	les Invoice.		
Submitted by	:	95-00 N				
Designation	3¥	(Pri	nted Name a	nd Signature	e)	
Date	:					<u> </u>

