# UNIVERSITY OF THE PHILIPPINES BAGUIO

# PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

Supply and Delivery of Various Genuine and Brand-new Appliances, Kitchenwares, and Bathroom Accessories for the Balay Internasyonal of UP Baguio

> UPB-GOODS-2023-15A (REBIDDING)

> > 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.

# Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders	11
<ol> <li>Scope of Bid</li> <li>Funding Information</li> <li>Bidding Requirements</li> <li>Corrupt, Fraudulent, Collusive, and Coercive Practices</li> <li>Eligible Bidders</li> <li>Origin of Goods</li> <li>Subcontracts</li> <li>Pre-Bid Conference</li> <li>Clarification and Amendment of Bidding Documents</li> <li>Documents comprising the Bid: Eligibility and Technical Components</li> <li>Documents comprising the Bid: Financial Component</li> <li>Bid Prices</li> <li>Bid and Payment Currencies</li> <li>Bid Security</li> <li>Sealing and Marking of Bids</li> <li>Deadline for Submission of Bids</li> <li>Opening and Preliminary Examination of Bids</li> <li>Domestic Preference</li> <li>Detailed Evaluation and Comparison of Bids</li> <li>Post-Qualification</li> <li>Signing of the Contract</li> </ol>	11 11 11 11 12 12 12 12 13 13 13 14 14 14 15 15 15
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	20
<ol> <li>Scope of Contract</li> <li>Advance Payment and Terms of Payment</li> <li>Performance Security</li> <li>Inspection and Tests</li> <li>Warranty</li> <li>Liability of the Supplier</li> </ol>	20 20 20 20 21 21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	25
Section VII. Technical Specifications	34
Section VIII. Checklist of Technical and Financial Documents	42
Section IX. Sample Forms	43

## 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 and Delivery of Various Genuine and Brandnew Appliances, Kitchenwares, and Bathroom Accessories for the Balay Internasyonal of UP Baguio (UPB-GOODS-2023-15A)

1. The University of the Philippines Baguio, through the General Appropriations Act CY 2023 intends to apply the sum of Two Million Eight Hundred Ninety Thousand One Hundred One Pesos and Twenty-Five Centavos Only (Php 2,890,101.25) being the Approved Budget for the Contract (ABC) to payments under the contract for Supply and Delivery of Various Genuine and Brand-new Appliances, Kitchenwares, and Bathroom Accessories for the Balay Internasyonal of UP Baguio with bid reference number UPB-GOODS-2023-15A. Bids received in excess of the ABC shall be automatically rejected at bid opening.

 LOT
 ABC (PHP)

 Lot 1 – Appliances
 Php 912,475.00

 Lot 2 – Other Supplies
 Php 575,000.00

 Lot 3 – Kitchenwares
 Php 380,126.25

 Lot 4 – Office Equipment
 Php 1,022,500.00

 Total:
 Php 2,890,101.25

- 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. Rebidding 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 27 *December 2023 (Wednesday)* 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:

LOT	AMOUNT (PHP)
Lot 1 – Appliances	Php 1,000.00
Lot 2 – Other Supplies	Php 1,000.00
Lot 3 – Kitchenwares	Php 500.00
Lot 4 – Office Equipment	Php 1,000.00

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 on 4 January 2024 (Thursday) at 3:30 p.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/tJAqc-GorzIjG9QuErVhAxjH3qflfFj2pezs

<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.

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 17 January 2024 (Wednesday) at 1:00 p.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 17 January 2024 (Wednesday) at 3:30 p.m. at the Chancellor's Board Room, University of the Philippines Baguio, Governor 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/tJAod-msqjsiH9CVOEG2pOJwYRjgx5Yj4CWL

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 a tie-breaking method, agreed upon among the bidders, 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: 27 December 2023, Wednesday

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 and Delivery of Various Genuine and Brand-new Appliances*, *Kitchenwares*, *and Bathroom Accessories for the Balay Internasyonal of UP Baguio* with bid reference number *UPB-GOODS-2023-15A*.

The Procurement Project (referred to herein as "Project") is composed of *four (4) lots*, 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 Two Million Eight Hundred Ninety Thousand One Hundred One Pesos and Twenty-Five Centavos Only (Php 2,890,101.25).
- 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, 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 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 grouped into several lots, which shall be awarded as separate contracts per lot.*

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 and delivery of various genuine and brand-new appliances, kitchenwares, and bathroom accessories.</i> 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:  For Lot 1 – Appliances  a. The amount of not less than Eighteen Thousand Two Hundred Forty-Nine Pesos and Fifty Centavos Only (Php 18,249.50) or two percent (2%) of Nine Hundred Twelve Thousand Four Hundred Seventy-Five Pesos (Php 912,475.00), 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 Forty-Five Thousand Six Hundred Twenty-Three Pesos and Seventy-Five Centavos Only (Php 45,623.75) or five percent (5%) of Nine Hundred Twelve Thousand Four Hundred Seventy-Five Pesos (Php 912,475.00), if bid security is in Surety Bond.  For Lot 2 – Other Supplies  a. The amount of not less than Eleven Thousand Five Hundred Pesos Only (Php 11,500.00) or two percent (2%) of Five Hundred Seventy-Five Thousand Pesos (Php 575,000.00), 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 Twenty-Eight Thousand Seven Hundred Fifty Pesos (Php 28,750.00) or five percent (5%) of Five Hundred Seventy-Five Thousand Pesos (Php 575,000.00), if bid security is in Surety Bond.  For Lot 3 – Kitchenwares  a. The amount of not less than Seven Thousand Six Hundred Two Pesos and Fifty-Three Centavos Only (Php 7,602.53) or two percent (2%) of Three Hundred Eighty Thousand One Hundred Twenty-Six Pesos and Twenty-Five Centavos (Php 380,126.25), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of cashier's/manager's check, bank draft/guarantee or irrevocable letter of
	b. The amount of not less than Nineteen Thousand Six Pesos and Thirty-One Centavos Only (Php 19,006.31) or five percent (5%) of Three Hundred Eighty Thousand One Hundred Twenty-Six Pesos and Twenty-Five Centavos (Php 380,126.25), if bid security is in Surety Bond.

### For Lot 4 – Office Equipment a. The amount of not less than Twenty Thousand Four Hundred Fifty Pesos Only (Php 20,450.00) or two percent (2%) of One Million Twenty-Two Thousand Five Hundred Pesos (Php 1,022,500.00), 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 Fifty-One Thousand One Hundred Twenty-Five Pesos Only (Php 51,125.00) or five percent (5%) of One Million Twenty-Two Thousand Five Hundred Pesos (Php 1,022,500,00), if bid security is in Surety Bond. 19.3 The Project shall be awarded as *One Project having several items grouped into* several lots, which shall be awarded as separate contracts per lot. Lot 1 – Appliances – 12 items, 100 units with ABC of Php 912,475.00 Lot 2 – Other Supplies – 7 items, 580 units with ABC of Php 575,000.00 **Lot 3** – Kitchenwares – 7 items, 140 units with ABC of **Php 380,126.25.00** Lot 4 – Office Equipment – 4 items, 74 units with ABC of Php 1,022,500.00 20 List of post-qualification documents relevant to the Project that are required by the University of the Philippines Baguio: 1. BIR 2303; 2. 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): 3. 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; 4. General Information Sheet and complete Articles of Incorporation (for bidders under SEC); 5. 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; 6. 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; 7. Tax Clearance per E.O. no. 398, s. 2005, as finally reviewed and approved by The Bureau of Internal Revenue (BIR); 8. Detailed Technical Specifications of the product offered, including its model and brochure; and 9. Latest Audited Financial Statement. Bidders must submit the post-qualification requirements within a nonextendible period of five (5) calendar days from the receipt of the notice of LCB/SCB from the BAC.

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.
<u> </u>	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. Checking of Genuine and Brand-New Appliances, Office Equipment, Kitchenwares, and Bathroom Accessories including testing upon delivery to ensure all equipment and accessories are working; and
    - b. Checking of technical specifications versus delivered items.
- 5.1 The supplier must provide a warranty of at least three (3) months for expendable and at least one (1) year for non-expendable 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 No.	Description	Qty	Unit Cost (Php)	Total (Php)	Delivery Period		
	LOT 1 – APPLIANCES						
1	COFFEE MAKER Dimensions: (± 5% Tolerance) (WxDxH): 17cm x 20cm x 26.5cm Specifications: Features: Smart and compact design, Reliable, Easy clean, can be used with coffee beans and ground coffee; Illuminated ON/OFF switch Capacity: 4 cups Warranty: at least one (1) year	2	6,250.00	12,500.00	Thirty (30) calendar days upon receipt of Notice to Proceed		
2	ELECTRIC KETTLE  Dimensions: (± 5% Tolerance)  Specifications:  Material: Stainless Steel  Capacity: 1.8L  Rated Input Power: 1,500 Watts  Rated Voltage: 220V  Cord Length: 75cm  Other Features: Concealed Heating  Element, Automatic Power Shut Off  Warranty: at least one (1) year	19	2,500.00	47,500.00	Thirty (30) calendar days upon receipt of Notice to Proceed		
3	HAIR BLOWER Dimensions: (± 5% Tolerance) Specifications: Thermo Protect attachment: Yes Nozzle: 14 mm Foldable handle: Yes Heat/Speed settings: 3 Settings: Cool air setting Storage hook: Yes Wattage: 1600 W Motor: DC Voltage: 220-240 V Cord length: 1.8 mm ThermoProtect: Yes Warranty: at least one (1) year	19	6,250.00	118,750.00	Thirty (30) calendar days upon receipt of Notice to Proceed		

4	HAND DRYER	2	12,500.00	25,000.00	Thirty (30)
4	Dimensions: (± 5% Tolerance)		12,300.00	23,000.00	calendar days
	(L)30cm x (W)18cm x (H)56cm				upon receipt of
	Specifications:				Notice to
	Motor: Brush Motor				Proceed
	Power: 1,250 – 2,100 watts (single				Floceed
	, ,				
	phase) Rated Current: 11A				
	Voltage: 220 – 240V				
	Feature: Up to 200mm sensing distance, IPX1 protection class,				
	Modern and stylish design, Brushed				
	stainless steel color				
	Body Material: Stainless steel				
	•				
	Net Weight: 4.1 kgs. Warranty: at least two (2) years Motor				
5	MICROWAVE	2	7,500.00	15,000.00	Thirty (20)
3	Dimensions: (± 5% Tolerance)	2	7,300.00	15,000.00	Thirty (30) calendar days
	at least 51.7cm x 29.7cm x 38.4cm				upon receipt of
	Specifications:				Notice to
	Microwave Oven				Proceed
					Froceed
	Features: Keep Warm function, Power Defrost, CMF Design, Deodorization,				
	Child Safety Lock, Kitchen Timer				
	Interior: Ceramic Enamel				
	Control Method: Membrane				
	Power Source: 220V				
	Turntable Size: 318				
	Power Consumption: 1500				
	Installation type: Free Standing				
	Capacity: 32L				
	Door Type: Push Button				
	Display Type: LED				
	Power Level: at least 8				
	Warranty: at least one (1) year				
6	MOSQUITO KILLER	23	3,750.00	86,250.00	Thirty (30)
	Dimensions: (± 5% Tolerance)		3,730.00	33,233.00	calendar days
	(LxWxH): 33cm x 12cm x 30cm				upon receipt of
	Specifications:				Notice to
	Indoor Use/ Glue Board Insect Trap				Proceed
	Power: 5 watts				
	Features: 8 X UV-A LED insect light				
	for best attraction of flying insect, ABS				
	fireproof plastic material in modern				
	design, uses anti-UV Glue Board,				
	silently attracts and traps insect, Non-				
	toxic, No electric shock, Wall mounted				
	Color: White				
	Warranty: at least one (1) year				
L	saranty. at reast one (1) year			1	

7	REFRIGERATOR	20	17,405.00	348,100.00	Thirty (30)
'		20	17,403.00	340,100.00	• ` '
	Dimensions: (± 5% Tolerance)				calendar days
	(WxHxD): 52.5cm x 113.5cm x				upon receipt of
	55.5cm				Notice to
	Specifications:				Proceed
	Volume Capacity: 6 cu. ft				
	Rated Input: 000 watts				
	Energy Efficiency Rate (EER): 4.63				
	Door: 1-Door Refrigerator Platinum				
	VCM				
	Liters: 160L (Freezer: 26L; Ref 134L)				
	Capacity, Total Shelf Area: 164/169				
	(Liters Net/Gross)				
	Refrigerant: R600a				
	Defrosting Type: Semi-automatic				
	Weight: 31kg (Net); 37kg (Gross)				
	Warranty: at least ten (10) years on				
	Compressor; two (2) years on Parts and				
	Service, Pocket Handle, Tempered				
	1				
0	Glass Shelves	4	25 000 00	25 000 00	TP1: (20)
8	REFRIGERATOR	1	25,000.00	25,000.00	Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Production Dimension (WxDxH):				upon receipt of
	54.5cm x 62.6cm x 121.6cm				Notice to
	Package Dimension (WxDxH):				Proceed
	58cm x 65cm x 130cm				
	Specifications:				
	Weight: 40 kg				
	Gross Capacity: 217L (7.6 cu. ft.)				
	Net Capacity: 198L (7.0 cu. ft.)				
	Energy Efficient Rate (EER): 500				
	Type: One Door Direct Cool Inverter				
	Capacity, Total Shelf Area: 198 L				
	Defrost System: Manual with Defrost				
	Button				
	No. of Fresh Food Shelves: 2				
	Adjustable Door Shelves: Yes				
	Adjustable Fresh Food Shelves: Yes				
	Crisper Shelf: Yes				
	No. of Door Shelves – Fresh Food: 3				
	Refrigerator Light: LED				
	Power Requirements: 230v / 60Hz				
	<u> </u>				
	Warranty: at least one (1) year for both				
	parts and labor	2	2 125 00	0.375.00	Thirty (20)
9	STEAM FLAT IRON Dimensions: (±	3	3,125.00	9,375.00	Thirty (30)
	5% Tolerance)				calendar days
	Specifications:				upon receipt of
	Power: 1400w; at least 1.9m cord				Notice to
	length				Proceed

	Variable Steam Output:13-50g/min				
	Water tank capacity: at least 170 ml				
	Warranty: at least one (1) year				
10	STEAMED IRON	3	31,250.00	93,750.00	Thirty (30)
10	Dimensions: (± 5% Tolerance) (WxHxD): 60cm x 42cm x 46.5cm Specifications: Power: 2980W Steam Output/ Boost: up to 90gr Steam Head: Metal Heat-up time: 45 to 70 seconds Water Tank Capacity: 1L (easy refill) Weight: 7kg Micro Boiler technology: 45 g/min steam output Features: Water tank removable, On/Off switch, Hand operated, Power cord storage hook, Up to 5 bars pump pressure	3	31,250.00	93,750.00	Thirty (30) calendar days upon receipt of Notice to Proceed
	Warranty: at least one (1) year for both				
11	parts and labor  WASHING MACHINE Dimensions:	3	31,250.00	93,750.00	Thirty (30)
	(± 5% Tolerance) (WxHxD): 68cm x 89cm x 71cm Specifications: Washing Machine Motor: Digital Inverter Spin Speed: 1400 rpm Drum type: Swirl Plus Panel Display: AI Control Washing Capacity: 19kg Washing and Heating: AC 230V/ 60Hz/ 2100W Drying: AC 230V/ 60Hz/ 1800W Number of Wash Programs: 24 Features: AI Wash, Bubble Soak, Auto Dispenser, Child Lock, Door Lock, Drum Clean, Hot and Cold Water Inlet, Quick Wash, Smart Control, Wi-Fi Embedded Steam Cycle: at least 21 Color: Black Warranty: at least ten (10) years on the Digital Inverter Motor; at least one (1) year for both parts and labor		31,230.00	33,736.00	calendar days upon receipt of Notice to Proceed
12	WATER DISPENSER Dimensions: (± 5% Tolerance) (LxWxH): 31cm x 36cm x 104cm (12.25"" x 12.5"" x 41"")	3	12,500.00	37,500.00	Thirty (30) calendar days upon receipt of Notice to
	Specifications:				Proceed

	Installation Type: Free standing Water Dispenser Other Features/ Description: Bottom loading; Hot, Normal, and Cold; Compressor Type Cooling; Hot water Safety Lock Power consumption: 585W Color: Black Warranty: at least one (1) year				
	LOT 2 – OT	HER S	UPPLIES		
1	BATHROOM MATS Dimensions: (± 5% Tolerance) 50.8cm x 76.2cm (20"" x 30"") Specifications: Bath Mats Material: 100% Terry Cotton, soft and absorbent quality Pattern: With Greek Border Grams: 200 grams Color: White Warranty: at least three (3) months	40	625.00	25,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed
2	BATHROOM ROBE Dimensions: (± 5% Tolerance) Specifications: Material: 100% Cotton, soft and absorbent quality Warranty: at least three (3) months	60	2,500.00	150,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed
3	BATHROOM RUGS  Dimensions: (± 5% Tolerance) 80cm x 150cm (2'7"" x 4'11"") Specifications: Rug Material: Flatwoven Color: Black/Natural Warranty: at least three (3) months	40	500.00	20,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed
4	BATHROOM TOWEL  Dimensions: (± 5% Tolerance) 68.58cm x 137.16cm (27"" x 54"") Specifications: Bath Towels Material: 100% Terry Cotton, soft and absorbent quality Grams: 650 grams Color: Plain White Warranty: at least three (3) months	100	1,000.00	100,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed
5	FACE TOWEL Dimensions: (± 5% Tolerance) 28cm x 28cm Specifications:	150	125.00	18,750.00	Thirty (30) calendar days upon receipt of

Notice to Proceed
Proceed
Thirty (30)
calendar days
upon receipt of
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	Knife: W: 2.54cm x H: 24.13cm (1" x				
	9.5") Table Spoon: W: 1.5" x H: 20.32cm				
	(1.5" x 8")				
	Tea Spoon: W: 1.25" x H: 16.51cm				
	(1.25" x 6.5")				
	Specifications:				
	Features: 5-piece flatware set, stainless,				
	steel, durable and easy to clean; goes				
	well with many different table settings:				
	Salad Fork, Dinner Fork, Knife, Table				
	Spoon, Tea Spoon				
4	Warranty: at least three (3) months	10	0.275.00	02.750.00	Th: (20)
4	<b>DINNERWARE SET</b> Dimensions: (± 5% Tolerance)	10	9,375.00	93,750.00	Thirty (30)
	(L x W x H):				calendar days upon receipt of
	Dinner Plate: 26cmx26cmx1.5cm				Notice to
	Bread & Butter Plate:				Proceed
	17cmx17cmx1.5cm				110000
	Soup/Cereal Bowl:				
	15.8cmx16cmx4.7cm				
	Stoneware Mug: 12cmx8.6cmx9.8cm				
	Specifications:				
	Features: Non-porous glass keeps your				
	food pure and clean. Set includes: 4				
	Dinner Plates, 4 Bread & Butter Plates,				
	4 Soup/Cereal Bowls and 4 Stoneware				
	Mugs				
	Warranty: at least three (3) months	42	242.50	2.750.00	Tl:: (20)
5	DRINKING GLASS SET	12	312.50	3,750.00	Thirty (30) calendar days
	4 glasses per set, high resistant glass,				upon receipt of
	dishwasher safe, capacity: 13oz Warranty: at least three (3) months				Notice to Proceed
6	FRY PAN	19	3,125.00	59,375.00	Thirty (30)
0	Dimensions: (± 5% Tolerance)	19	3,123.00	39,373.00	calendar days
	Height: 6 cm (2")				upon receipt of
	Diameter: 28 cm (11")				Notice to
	Length including handles: 48 cm (19")				Proceed
	Specifications:				
	Material: Stainless Steel, durable and				
	easy to clean				
	Warranty: at least three (3) months				
7	KNIFE	19	1,250.00	23,750.00	Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Size: 20.32cm (8")				upon receipt of
	Specifications:				Notice to
	Chef's knife				Proceed
	Material: Stainless steel for meats and				
	vegetables, durable				
	Warranty: at least three (3) months				

	LOT 4 – OFFICE EQUIPMENT						
1	AIR PURIFIER Dimensions: (± 5% Tolerance) (L x W x H): 32cm x 21cm x 52cm Specifications: Features: NANO HEPA filtering system (up to 99.98% dust collection efficiency), Multiple-staged filtration process provides you fresh air in the room Negative ion generator that helps improve indoor air quality, Silent operation 34dB to 43Db, Ozone free Power Consumption: 30W / 45W Voltage / Frequency: 220V / 50Hz Recommended Coverage: 30-45 m2 Speed Setting: Auto, Silent, Low, High Negative Ions Concentration: 14 million per cm3 CADR: 240cm3/hr.	5	25,000.00	125,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed		
2	Warranty: at least one (1) year <b>DEHUMIDIFIER</b> Dimensions: (± 5% Tolerance) (LxWxH): 37cm x 23.3cm x 58cm (small)  Specifications: Dehumidifier Capacity: 20L (30°C 80%)  Water Tank Capacity: 5.5L Airflow Volume: 195m3/h Minimum Input Power: 350W Max Input Power: 430W Rated Voltage and Frequency: 220-240V/60Hz Unit Weight: 14.5kg Warranty: at least one (1) year	25	22,000.00	550,000.00	Thirty (30) calendar days upon receipt of Notice to Proceed		
3	TELEPHONE Dimensions: (± 5% Tolerance) 18cm x 10.5cm x 9cm Specifications: Features: Expansion Handset (2-Line) 1.9GHz DECT 6.0 HD Voice Clarity 50 Station Name / Number Caller ID Memory Compatible w/ Bluetooth Enabled Cell Phones & Wireless Headsets Handset to Handset Intercom Includes: 1 Cordless Expansion	19	2,500.00	47,500.00	Thirty (30) calendar days upon receipt of Notice to Proceed		

	Handset				
	Warranty: at least one (1) year				
4	TOWER FAN	25	12,000.00	300,000.00	Thirty (30)
	Dimensions: (± 5% Tolerance)				calendar days
	Height: 110cm (43")				upon receipt of
	Specifications:				Notice to
	Motor: 55 watts				Proceed
	Fan speed: 1,500 RPM				
	Features: 5 speeds, With thermal cutoff				
	fuse, With remote control, With				
	fragrance emitter, 360° oscillation,				
	Digital LCD, 15 hours timer/ preset				
	timer, Sleep/ Breeze/ Silent function				
	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.]
	LOT 1 – APPLIANO	CES
1	COFFEE MAKER Dimensions: (± 5% Tolerance) (WxDxH): 17cm x 20cm x 26.5cm Specifications: Features: Smart and compact design, Reliable, Easy clean, can be used with coffee beans and ground coffee; Illuminated ON/OFF switch Capacity: 4 cups Warranty: at least one (1) year	
2	ELECTRIC KETTLE  Dimensions: (± 5% Tolerance)  Specifications:  Material: Stainless Steel  Capacity: 1.8L  Rated Input Power: 1,500 Watts  Rated Voltage: 220V  Cord Length: 75cm  Other Features: Concealed Heating Element,  Automatic Power Shut Off  Warranty: at least one (1) year	
3	HAIR BLOWER Dimensions: (± 5% Tolerance) Specifications:	

attraction of flying insect, ABS fireproof plastic material in modern design, uses anti-UV Glue Board, silently attracts and traps insect, Nontoxic, No electric shock, Wall mounted Color: White Warranty: at least one (1) year  7 REFRIGERATOR Dimensions: (± 5% Tolerance) (WxHxD): 52.5cm x 113.5cm x 55.5cm Specifications: Volume Capacity: 6 cu. ft Rated Input: 000 watts Energy Efficiency Rate (EER): 4.63 Door: 1-Door Refrigerator Platinum VCM Liters: 160L (Freezer: 26L; Ref 134L) Capacity, Total Shelf Area: 164/169 (Liters Net/Gross) Refrigerant: R600a Defrosting Type: Semi-automatic Weight: 31kg (Net); 37kg (Gross) Warranty: at least ten (10) years on Compressor; two (2) years on Parts and Service, Pocket Handle, Tempered Glass Shelves  8 REFRIGERATOR Dimensions: (± 5% Tolerance) Production Dimension (WxDxH): 54.5cm x 62.6cm x 121.6cm Package Dimension (WxDxH): 58cm x 65cm x 130cm Weight: 40 kg Gross Capacity: 217L (7.6 cu. ft.) Net Capacity: 198L (7.0 cu. ft.) Energy Efficient Rate (EER): 500
Board, silently attracts and traps insect, Nontoxic, No electric shock, Wall mounted Color: White Warranty: at least one (1) year  7 REFRIGERATOR Dimensions: (± 5% Tolerance) (WxHxD): 52.5cm x 113.5cm x 55.5cm Specifications: Volume Capacity: 6 cu. ft Rated Input: 000 watts Energy Efficiency Rate (EER): 4.63 Door: 1-Door Refrigerator Platinum VCM Liters: 160L (Freezer: 26L; Ref 134L) Capacity, Total Shelf Area: 164/169 (Liters Net/Gross) Refrigerant: R600a Defrosting Type: Semi-automatic Weight: 31kg (Net); 37kg (Gross) Warranty: at least ten (10) years on Compressor; two (2) years on Parts and Service, Pocket Handle, Tempered Glass Shelves  8 REFRIGERATOR Dimensions: (± 5% Tolerance) Production Dimension (WxDxH): 54.5cm x 62.6cm x 121.6cm Package Dimension (WxDxH): 58cm x 65cm x 130cm Weight: 40 kg Gross Capacity: 217L (7.6 cu. ft.) Net Capacity: 198L (7.0 cu. ft.)
toxic, No electric shock, Wall mounted Color: White Warranty: at least one (1) year  7 REFRIGERATOR Dimensions: (± 5% Tolerance) (WxHxD): 52.5cm x 113.5cm x 55.5cm Specifications: Volume Capacity: 6 cu. ft Rated Input: 000 watts Energy Efficiency Rate (EER): 4.63 Door: 1-Door Refrigerator Platinum VCM Liters: 160L (Freezer: 26L; Ref 134L) Capacity, Total Shelf Area: 164/169 (Liters Net/Gross) Refrigerant: R600a Defrosting Type: Semi-automatic Weight: 31kg (Net): 37kg (Gross) Warranty: at least ten (10) years on Compressor; two (2) years on Parts and Service, Pocket Handle, Tempered Glass Shelves  8 REFRIGERATOR Dimensions: (± 5% Tolerance) Production Dimension (WxDxH): 54.5cm x 62.6cm x 121.6cm Package Dimension (WxDxH): 58cm x 65cm x 130cm Weight: 40 kg Gross Capacity: 217L (7.6 cu. ft.) Net Capacity: 198L (7.0 cu. ft.)
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Net/Gross) Refrigerant: R600a Defrosting Type: Semi-automatic Weight: 31kg (Net); 37kg (Gross) Warranty: at least ten (10) years on Compressor; two (2) years on Parts and Service, Pocket Handle, Tempered Glass Shelves  8 REFRIGERATOR Dimensions: (± 5% Tolerance) Production Dimension (WxDxH): 54.5cm x 62.6cm x 121.6cm Package Dimension (WxDxH): 58cm x 65cm x 130cm Weight: 40 kg Gross Capacity: 217L (7.6 cu. ft.) Net Capacity: 198L (7.0 cu. ft.)
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Handle, Tempered Glass Shelves  8 REFRIGERATOR Dimensions: (± 5% Tolerance) Production Dimension (WxDxH): 54.5cm x 62.6cm x 121.6cm Package Dimension (WxDxH): 58cm x 65cm x 130cm Weight: 40 kg Gross Capacity: 217L (7.6 cu. ft.) Net Capacity: 198L (7.0 cu. ft.)
REFRIGERATOR  Dimensions: (± 5% Tolerance)  Production Dimension (WxDxH):  54.5cm x 62.6cm x 121.6cm  Package Dimension (WxDxH):  58cm x 65cm x 130cm  Weight: 40 kg  Gross Capacity: 217L (7.6 cu. ft.)  Net Capacity: 198L (7.0 cu. ft.)
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Gross Capacity: 217L (7.6 cu. ft.) Net Capacity: 198L (7.0 cu. ft.)
Gross Capacity: 217L (7.6 cu. ft.) Net Capacity: 198L (7.0 cu. ft.)
Net Capacity: 198L (7.0 cu. ft.)
Type: One Door Direct Cool Inverter
Capacity, Total Shelf Area: 198 L
Defrost System: Manual with Defrost Button
No. of Fresh Food Shelves: 2
Adjustable Door Shelves: Yes
Adjustable Fresh Food Shelves: Yes
Crisper Shelf: Yes
No. of Door Shelves – Fresh Food: 3
Refrigerator Light: LED
Power Requirements: 230v / 60Hz
Warranty: at least one (1) year for both parts and
labor
9 STEAM FLAT IRON
Dimensions: (± 5% Tolerance)
Specifications:
Power: 1400w; at least 1.9m cord length
Variable Steam Output:13-50g/min
Water tank capacity: at least 170 ml
Warranty: at least one (1) year

## 10 STEAMED IRON Dimensions: (± 5% Tolerance) (WxHxD): 60cm x 42cm x 46.5cm Specifications: Power: 2980W Steam Output/Boost: up to 90gr Steam Head: Metal Heat-up time: 45 to 70 seconds Water Tank Capacity: 1L (easy refill) Weight: 7kg Micro Boiler technology: 45 g/min steam output Features: Water tank removable, On/Off switch, Hand operated, Power cord storage hook, Up to 5 bars pump pressure Warranty: at least one (1) year for both parts and labor WASHING MACHINE 11 Dimensions: ( $\pm$ 5% Tolerance) (WxHxD): 68cm x 89cm x 71cm Specifications: Washing Machine Motor: Digital Inverter Spin Speed: 1400 rpm Drum type: Swirl Plus Panel Display: AI Control Washing Capacity: 19kg Washing and Heating: AC 230V/60Hz/2100W Drying: AC 230V/60Hz/1800W Number of Wash Programs: 24 Features: AI Wash, Bubble Soak, Auto Dispenser, Child Lock, Door Lock, Drum Clean, Hot and Cold Water Inlet, Quick Wash, Smart Control, Wi-Fi Embedded Steam Cycle: at least 21 Color: Black Warranty: at least ten (10) years on the Digital Inverter Motor; at least one (1) year for both parts and labor 12 WATER DISPENSER Dimensions: (± 5% Tolerance) (LxWxH): 31cm x 36cm x 104cm (12.25"" x 12.5"" x 41"") Specifications: Installation Type: Free standing Water Dispenser Other Features/ Description: Bottom loading; Hot, Normal, and Cold; Compressor Type Cooling; Hot water Safety Lock Power consumption: 585W Color: Black Warranty: at least one (1) year

1	LOT 2 – OTHER SUPI	PLIES
1	BATHROOM MATS	
	Dimensions: (± 5% Tolerance)	
	50.8cm x 76.2cm (20"" x 30"") Specifications:	
	Bath Mats	
	Material: 100% Terry Cotton, soft and absorbent	
	quality	
	Pattern: With Greek Border	
	Grams: 200 grams	
	Color: White	
	Warranty: at least three (3) months	
2	BATHROOM ROBE	
	Dimensions: (± 5% Tolerance)	
	Specifications:	
	Material: 100% Cotton, soft and absorbent	
	quality	
	Warranty: at least three (3) months	
3	BATHROOM RUGS	
]	Dimensions: (± 5% Tolerance)	
	80cm x 150cm (2'7"" x 4'11"")	
	Specifications:	
	Rug	
	Material: Flatwoven	
	Color: Black/Natural	
	Warranty: at least three (3) months	
4	BATHROOM TOWEL	
-	Dimensions: (± 5% Tolerance)	
	68.58cm x 137.16cm (27"" x 54"")	
	Specifications:	
	Bath Towels	
	Material: 100% Terry Cotton, soft and absorbent	
	quality	
	Grams: 650 grams	
	Color: Plain White	
	Warranty: at least three (3) months	
5	FACE TOWEL	
	Dimensions: (± 5% Tolerance)	
	28cm x 28cm	
	Specifications:	
	Face Towel	
	Material: 100% Terry Cotton, soft and absorbent	
	quality	
	Weight: 50 grams	
	Color: White	
	Warranty: at least three (3) months	
6	HAND TOWEL	
	Dimensions: (± 5% Tolerance)	
	(W x L): 30cm x 50cm	
	Specifications:	
	Hand Towel	

	Material: 100% Terry Cotton, soft and absorbent	
	quality	
	Weight: 150 grams	
	Color: White	
	Warranty: at least three (3) months	
7	HANGING WALL MOUNTED SHELF	
	Dimensions: (± 5% Tolerance)	
	W: 58.5cm x Depth: 11cm (23" x 4")	
	Thickness: 0.6cm	
	Specifications:	
	Mirror/ Glass Material: Glass with stainless	
	holder	
	With screw and wall hooks	
	Maximum Capacity: 5kg	
	Warranty: at least three (3) months	
	LOT 3 – KITCHENWARE	S
1	COOKWARE	
	Dimensions: (± 5% Tolerance)	
	Specifications:	
	Features: Stainless Steel Cookware Stockpot	
	with Lid Two Handles Heavy Duty Soup Pot for	
	Home Cooking	
	Warranty: at least three (3) months	
2	CUTTING BOARD	
	Dimensions: (± 5% Tolerance)	
	Length: 45 cm (17 <sup>3</sup> / <sub>4</sub> ")	
	Width: 36 cm (14 <sup>1</sup> / <sub>4</sub> ")	
	Thickness: 33 mm (1 1/4")	
	Specifications:	
	Material: Bamboo	
	Warranty: at least three (3) months	
3	CUTLERY SET	
	Dimensions: (± 5% Tolerance)	
	Salad Fork: W: 2.54cm x H: 17.78cm (1" x 7")	
	Dinner Fork: W: 2.54cm x H: 20.32cm (1" x 8")	
	Knife: W: 2.54cm x H: 24.13cm (1" x 9.5")	
	Table Spoon: W: 1.5" x H: 20.32cm (1.5" x 8")	
	Tea Spoon: W: 1.25" x H: 16.51cm (1.25" x	
	6.5")	
	Specifications:	
	Features: 5-piece flatware set, stainless, steel,	
	durable and easy to clean; goes well with many	
	different table settings: Salad Fork, Dinner Fork,	
	Knife, Table Spoon, Tea Spoon	
	Warranty: at least three (3) months	
4	DINNERWARE SET	
	Dimensions: (± 5% Tolerance)	
	$(L \times W \times H)$ :	
	Dinner Plate: 26cmx26cmx1.5cm	
	Bread & Butter Plate: 17cmx17cmx1.5cm	
	Soup/Cereal Bowl: 15.8cmx16cmx4.7cm	

	C4	
	Stoneware Mug: 12cmx8.6cmx9.8cm	
	Specifications:	
	Features: Non-porous glass keeps your food pure	
	and clean. Set includes: 4 Dinner Plates, 4 Bread	
	& Butter Plates, 4 Soup/Cereal Bowls and 4	
	Stoneware Mugs	
	Warranty: at least three (3) months	
5	DRINKING GLASS SET	
	4 glasses per set, high resistant glass, dishwasher	
	safe, capacity: 13oz	
	Warranty: at least three (3) months	
6	FRY PAN	
	Dimensions: (± 5% Tolerance)	
	Height: 6 cm (2")	
	Diameter: 28 cm (11")	
	Length including handles: 48 cm (19")	
	Specifications:	
	Material: Stainless Steel, durable and easy to	
	clean	
	Warranty: at least three (3) months	
7	KNIFE	
	Dimensions: (± 5% Tolerance)	
	Size: 20.32cm (8")	
	Specifications:	
	Chef's knife	
	Material: Stainless steel for meats and	
	vegetables, durable	
	Warranty: at least three (3) months	
	LOT 4 – OFFICE EQUI	PMENT
1	AIR PURIFIER	
	Dimensions: (± 5% Tolerance)	
	(L x W x H): 32cm x 21cm x 52cm	
	Specifications:	
	Features:	
	NANO HEPA filtering system (up to 99.98%	
	dust collection efficiency), Multiple-staged	
	filtration process provides you fresh air in the	
	room Negative ion generator that helps improve	
	indoor air quality, Silent operation 34dB to	
	43Db, Ozone free	
	Power Consumption: 30W / 45W	
	Voltage / Frequency: 220V / 50Hz	
	Recommended Coverage: 30-45 m2	
	Speed Setting: Auto, Silent, Low, High	
	Negative Ions Concentration: 14 million per cm3	
	CADR: 240cm3/hr.	
	Warranty: at least one (1) year	
2	DEHUMIDIFIER	
	Dimensions: (± 5% Tolerance)	
	(LxWxH): 37cm x 23.3cm x 58cm	
l	(small)	
	(Siliali)	

	Specifications:	
	Dehumidifier Capacity: 20L (30°C 80%)	
	Water Tank Capacity: 5.5L Airflow Volume: 195m3/h	
	Minimum Input Power: 350W	
	Max Input Power: 430W	
	Rated Voltage and Frequency: 220-240V/60Hz	
	Unit Weight: 14.5kg	
	Warranty: at least one (1) year	
3	TELEPHONE	
	Dimensions: (± 5% Tolerance)	
	18cm x 10.5cm x 9cm	
	Specifications:	
	Features:	
	Expansion Handset (2-Line)	
	1.9GHz DECT 6.0 HD Voice Clarity 50 Station	
	Name / Number Caller ID Memory	
	Compatible w/ Bluetooth Enabled Cell Phones &	
	Wireless Headsets	
	Handset to Handset Intercom	
	Includes: 1 Cordless Expansion Handset	
	Warranty: at least one (1) year	
4	TOWER FAN	
	Dimensions: (± 5% Tolerance)	
	Height: 110cm (43")	
	Specifications:	
	Motor: 55 watts	
	Fan speed: 1,500 RPM	
	Features: 5 speeds, With thermal cutoff fuse,	
	With remote control, With fragrance emitter,	
	360° oscillation, Digital LCD, 15 hours timer/	
	preset timer, Sleep/ Breeze/ Silent function	
	Warranty: at least one (1) year	
	· · · · · · · · · · · · · · · · · · ·	

# Section VIII. Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Do	ocuments
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
	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; and
(c)	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
(1)	relevant period as provided in the Bidding Documents; and
(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a
	certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
	Conformity with the Technical Specifications, which may include
(e)	production/delivery schedule, manpower requirements, and/or after-
	sales/parts, if applicable; and
(f)	Original duly signed Omnibus Sworn Statement (OSS) and if applicable,
	Original Notarized Secretary's Certificate in case of a corporation,
	partnership, or cooperative; or Original Special Power of Attorney of all
	members of the joint venture giving full power and authority to its officer to
	sign the OSS and do acts to represent the Bidder.
<u>Financia</u>	<u>el Documents</u>
(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.
FINANC	TIAL COMPONENT ENVELOPE
(i)	Original of duly signed and accomplished Financial Bid Form; and
(j)	Original of duly signed and accomplished Price Schedule(s).
()	Original of daily signed and accomplished trice schedule(s).
	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
(1)	government procurement activities for the same item or product.
(l)	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]

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 PHILIPPINES	5)
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 o 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 the PBDs;						
<ul> <li>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.</li> </ul>						
[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						

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]

#### CONTRACT AGREEMENT

THIS AGREEMENT made the	day of	20	between [name of
PROCURING ENTITY] of the Philippin	nes (hereinafter called	d "the Entity"	$\overline{)}$ of the one part and
[name of Supplier] of [city and country	of Supplier] (hereina	after called "t	he Supplier") of the
other 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	D 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)	
Name:									
Signature:									
Duly authorized to sign the Rid for and behalf of									

## 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				Projec	et ID No	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:									
Legal Capacity:									
Signature:									
Duly authorized to sign the Bid for and behalf of:									

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

Business Name :										
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	[			•						
	·									
<u>PRIVATE</u>										
and complexity  1. Notice of Awa  2. Notice to Pro	to the contract ard or Contract oceed issued by	the owner ( <i>in the abs</i> i	ence of Notic	ce to Proceed	d (NTP), ex	ecute an affidav	vit that the bidder			
supporting d	ocuments).	sting the NTP. Indicate the Opening of Bids bu					er e			
Submitted by	:	(Printed Name and Signature)								
Designation Date	<u> </u>									

## 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 staten	nent shall be si	l upported with:				l
1. Certificate of E	ind-users Acce	ptance or Official Re	ceipt/s or Sa	les Invoice.		
Submitted by	1	(Duti	ntad Name	nd Cianati		
Designation	1	(Prii	nted Name a	na Signature	:)	
Date	ßi					

