



**J. H. CERILLES STATE COLLEGE**

*Mati, San Miguel, Zamboanga del Sur*

# **BIDDING DOCUMENTS**

## ***Supply and Delivery of Other Supplies and Materials (GAA)***

Reference No.: 8729169

Public Bidding No.: PB22-06

**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

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid .....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid.....	11
2. Funding Information .....	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders .....	11
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	13
13. Bid and Payment Currencies.....	14
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	14
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids.....	15
20. Post-Qualification .....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet.....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>19</b>
1. Scope of Contract.....	20
2. Advance Payment and Terms of Payment .....	20
3. Performance Security.....	20
4. Inspection and Tests.....	20
5. Warranty .....	21
6. Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements.....</b>	<b>26</b>
<b>Section VII. Technical Specifications.....</b>	<b>27</b>
<b>Section VIII. Checklist of Technical and Financial Documents.....</b>	<b>29</b>

# *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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





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**INVITATION TO BID FOR**

***Supply and Delivery of Other Supplies and Materials***

1. The *J. H. Cerilles State College*, through the *GAA 2022 (Fund 101)* intends to apply the sum of **One Million Seven Hundred Eighty-Two Thousand Three Hundred Pesos and Ninety-Eight Centavos Only (PHP 1,782,300.98)** being the ABC to payments under the contract for **Supply and Delivery of Other Supplies and Materials (GAA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *J. H. Cerilles State College* now invites **PhilGEPS registered** and **eligible bidders** bids for the above Procurement Project. Delivery of the Goods is **45 days**. Bidders should have completed, within **THREE (3) years** from the date of the deadline of submission of bids, a **SINGLE LARGEST COMPLETED CONTRACT** similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. *Under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]*  
*Paragraph 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 **BAC Secretariat, J. H. Cerilles State College** and inspect the Bidding Documents at the **BAC Office, J. H. Cerilles State College-Pagadian Annex, Balangasan, Pagadian City, 8:00AM-5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 7, 2022 – June 27, 2022** from **BAC Secretariat and upon payment of PHP5,000.00**, for the Bidding Documents. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *by email*.
6. The *J. H. Cerilles State College* will hold a Pre-Bid Conference on **June 15, 2022, 10:00 AM** at **BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** or through video conferencing or webcasting *via* “Zoom”, which shall be open to prospective bidders.

Prospective bidders can join the pre-bid conference through face-to-face or video conferencing *via* “Zoom” but cannot participate in the discussion unless the bidders already purchased the bidding documents. Zoom code is available one (1) day before the scheduled conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at **BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** on or before **June 27, 2022, @ 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.

9. Bid opening shall be on **June 27, 2022, 10:00AM**, at **BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** and/or via “Zoom”. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. The **J. H. Cerilles State College** 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.

For further information, please refer to:

**WILFREDO M. BARNIDO, JR., CPA, MBA**  
*Chairman, Bids and Awards Committee*  
*BAC Office – J. H. CERILLES*  
*STATE COLLEGE - PAGADIAN*  
*ANNEX, BALANGASAN,*  
*PAGADIAN CITY*  
*Email address: [bac@jhsc.edu.ph](mailto:bac@jhsc.edu.ph)*  
*Website: <http://www.jhsc.edu.ph/>*

**REBMEVON M. RAMIREZ**  
*BAC Secretariat*  
*# 09382970799*



**WILFREDO M. BARNIDO, JR., CPA, MBA**  
*Chairman, Bids and Awards Committee*

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **J. H. Cerilles State College** wishes to receive Bids for the **Supply and Delivery of Other Supplies and Materials (GAA)** with identification number **PB22-06**.

The Procurement Project (referred to herein as “Project”) is composed of **Two Hundred Nine (209) items** 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 *GAA 2022 (fund 101)* in the amount of **PHP 1,782,300.98**.

2.2. The source of funding is:

- a. The General Appropriations Act or 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 exceeding those allowed under the rules may participate pursuant to:
  - i. When the Goods sought to be procured are not available from local suppliers;
- 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. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is 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 either at its physical address at **BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** and/or through video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

Prospective bidders can join the pre-bid conference through face-to-face or video conferencing via "Zoom" but cannot participate in the discussion unless the bidders already purchased the bidding documents. Zoom code is available one (1) day before the scheduled conference.

## 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 **five (5) sets** the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **THREE (3) 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 **five sets** of the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

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

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</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 until **120 days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one (1) copy from the original labeled as “original copy” of the first and second component of its bid. And additional four (4) copies labeled as “copy 1”, “copy 2”, “copy 3”, and “copy 4”.

Failure to comply with the required number of copies is a ground for disqualification.

## **16. Deadline for Submission of Bids**

**16.1.** The Bidders shall submit on the specified date and time and either at its physical address or through online submission 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 a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

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<sup>1</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.



## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. 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.

## 21. Signing of the Contract

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Other Supplies and Materials</li> <li>b. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not Allowed.
12	The price of the Goods shall be quoted in <i>Philippine Peso</i> .
14.1	The bid security shall be in the form of a <b>Bid Securing Declaration</b> , or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PHP35,646.02</b> <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>PHP89,115.049</b> <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</li> </ul>
19.3	<i>Partial bid is not Allowed.</i>
20.2	<i>Business Permit/DTI Registration.</i>
21.2	<i>After Sale Services/Warranty.</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. **Scope of Contract**

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

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

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

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

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

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

## 3. **Performance Security**

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

## 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. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>The delivery terms applicable to this Contract are delivered at JHCSC Campuses indicated in Section VII. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Dr. MARY JOCELYN V. BATTUNG</b>, President.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul> <p>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.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts,</li> </ul> </li> </ul>



	<p>if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p>
	<p><b>Packaging –</b></p> <p>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.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

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

## *Section VI. Schedule of Requirements*

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

<b>GENERAL DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>QUANTITY/ SIZE</b>	<b>DELIVERY SCHEDULED</b>
ADJUSTED WRENCH 10"	piece	1	
AIR FRESHENER, aerosol type	can	47	
ALBATROSS DEODORIZER, 50g with Handle	piece	73	
ALCOHOL, ethyl 70%, Scented, 1L (Dispenser type)	bottle	62	
ALCOHOL, Ethyl, 68%-72%, 500 ml	bottle	652	
ALLEN WRENCH 1 SET	piece	1	
BASIN, Stainless, Big	piece	1	
BATH SOAP, 135g	piece	58	
BATTERY AA with charger, Rechargeable	unit	1	
BATTERY, AAA, Rechargeable	pack	1	
BATTERY, dry Cell, size AA	pack	12	
BATTERY, dry Cell, size AAA	pack	16	
BLADE, for general purpose cutter / utility knife	piece	38	
BLANK PLATE COVER	piece	10	
BOLO (Guna)	piece	10	
BOLO (Sanggot)	piece	6	
BOLO, Straight (Sundang)	piece	3	
BOOTS	set	30	
BRASS GATE BULB 1/2	unit	5	
BRASS GATE BULB 3/4	piece	3	
BRASS GATE VALVE 1	piece	3	
BROOM, soft, tambo	piece	40	
BROOM, stick, ting-ting	piece	48	
CFL BULB, 9 watts	piece	32	

CHICKEN CRATE (PLASTIC)	piece	30	
CLEANER, toilet and urinal	bottle	56	
Cleaning detergent (liquid detergent)	liter	10	
CLEANING GLOVES (RUBBER)	piece	30	
CLEANING RUGS, Towellete (Cotton)	piece	31	
CLEANSER, scouring powder	can	15	
CLOTH, Gina (Black)	meter	25	
CLOTH, Gina (white)	meter	29	
CLOTH, Tribal	meter	1	
COMMON NAILS #2-1/2	kilo	10	
COMMON NAILS #5	kilo	10	
COMMON NAILS(#1)	kilo	10	
COMMON NAILS(#2)	kilo	10	
COMMON NAILS(#3)	kilo	10	
COMMON NAILS(#4)	kilo	10	
CONCRETE POST 4 x 4 x 6	piece	200	
CONVENIENCE OUTLET	piece	10	
CONVENIENCE SWITCH	piece	15	
COPPER TUBE 1/2CM. 50MTRS/ROL	roll	1	
COPPER TUBE 1/4CM. 50MTRS/ROL	roll	1	
COPPER TUBE 3/4CM. 50MTRS/ROL	roll	1	
COPPER TUBE 3/8CM. 50MTRS/ROL	roll	1	
COPPER TUBE 5/8CM. 50MTRS/ROL	roll	1	
CORK BOARD, 2x3	piece	1	
CORK, BOAD 2x5 ft	piece	2	
CUP AND SAUCER, bright glazed porcelain, 6 cups and 6 saucer per set, 100ml	set	8	
CURTAIN ROD, Extendable	piece	8	
CURTAIN, High Quality (60inches x 80inches)	piece	30	
CUTTER KNIFE, heavy duty, big	piece	6	

CUTTER/UTILITY KNIFE, for general purpose, small	piece	29	
DETERGENT BAR, 140g	piece	46	
DETERGENT POWDER, ALL PURPOSE, 500G	pack	10	
DETERGENT POWDER, all-purpose, 1kg	pack	51	
DIGITAL CLAMP METER	unit	1	
DINNER PLATE 10 INCHES	dozen	11	
DISH ORGANIZER (L: 61CM, W:33CM, H: 161CM)	piece	2	
DISHWASHING LIQUID, 500ml	bottle	28	
DISHWASHING PASTE, 400g	piece	34	
Disinfectant Concentrate, 1gallon (Lysol)	gallon	2	
DISINFECTANT SPRAY, aerosol type	can	46	
DISINFECTANT, BLEACHING SOLUTION (4L)	gallon	51	
DOOR KNOB, Cylindrical Entrance Lock Set with Keys	piece	25	
DOORMAT RUG, Big	piece	5	
DOORMAT, Cotton, 23x16"	piece	44	
DRINKING GLASS	piece	60	
DUPLEX WIRE #5 38 meters	roll	5	
DUPLEX WIRE #6	roll	1	
DUST PAN, non-rigid plastic	piece	46	
EXECUTIVE OFFICE TABLE, Laminated Wooden (140cm x 72cm x 76cm)	unit	1	
EXTENSION WIRE w/ complete accessories 10mtrs, 4 gang	set	3	
EXTENSION WIRE with complete accessories 15 mtrs, 4 gang	set	15	
EXTENSION WIRE with complete accessories 5mtrs, 4 gang	set	18	
EXTERNAL HARD DRIVE, 1 TB	unit	2	
FABRIC SOFTENER, 1L	bottle	30	
Face Mask, Surgical (3-ply)	box	10	
FACE TOWEL	piece	2	
FAUCET (BRASS)	piece	10	

FEATHER DUSTER	piece	12	
FLARRING TOOLS HEAVY DUTY	unit	1	
FLASHLIGHT (HEAVY DUTY, WATER PROOF)	piece	8	
FLASHLIGHT, CHARGEABLE	piece	5	
FLAT CORD EXTENSION WIRE #16	roll	11	
FLEXIBLE HOSE #1/2	roll	1	
FLOOD LIGHT	piece	4	
FLOOR CLEANER	gallon	13	
FLOOR WAX, paste type, red	can	51	
FLOURESCENT BULB, 40W	piece	40	
FLOURESCENT LAMP, 20 watts, Linear Tubular (T8)	piece	25	
FLOURESCENT LED TUBE LIGHT, 18 watts	piece	40	
FLOWER POT, Big, Plastic	piece	202	
FORK, Stainless Steel	dozen	1	
FREON TANK R32/R410A/R22/134A	piece	1	
FURNITURE POLISH	bottle	8	
G.I . ELBOW 1/2	piece	10	
G.I . NIPPLE 3/4" X6	piece	6	
G.I . TEE 1/2	piece	10	
G.I . UNION 1/2	piece	5	
G.I . UNION 3/4	piece	3	
G.I .PIPE #40 1/2	piece	5	
G.I COUPLING 1/2	piece	10	
G.I COUPLING 3/4	piece	6	
G.I SHEET, 12FT. G26	pack	70	
G.I. NIPPLE 1/2"X4	piece	20	
GARDENING GLOVES	set	55	
GLASS CLEANER, spray, 500 ml	bottle	17	
GLASS CLEANER, Squeegee, Long	piece	1	

GRAFTING TOOLS (SET)	set	8	
GRASS CUTTER (4 STROKE)	unit	8	
GREEN NET (6FTX100M)	roll	18	
HAND SANITIZING GEL, 1000ml	bottle	20	
HAND SOAP GEL, Antibacterial, 1L (Dispenser Type)	bottle	26	
HAND SOAP, Liquid, 1000ml	bottle	7	
HDMI CABLE, 2 meters	piece	5	
HDMI to VGA Cable Converter	piece	1	
HEAVY DUTY SACK HAND TROLLEY	unit	2	
INSECTICIDE, aerosol type	piece	41	
KITTEN SCREW TYPE	roll	10	
LED BULB, 12W	piece	60	
LED BULB, 20W	piece	21	
LIQUID HAND SOAP, 500mL	bottle	23	
MANIFOLD GAUGE FOR INVERTER	set	1	
MAP GAS	can	1	
MARINE PLYWOOD, 3/4"	piece	25	
MOP TORNADO, HEAVY DUTY, 360 WITH COMPLETE SET	unit	15	
MOPHANDLE, heavy duty, screw type	piece	10	
MOPHEAD, made of rayon	piece	16	
MULTI PURPOSE LADDER (16FT)	unit	1	
MULTI-INSECT KILLER SPRAY	bottle	2	
MURIATIC ACID, 1 Liter	gallon	24	
NIPPLE DRINKER	piece	200	
NYLON, (FOR LAWN MOWER) 1KL. PER ROLL	roll	28	
OUTLET, 4 GANG	piece	1	
P.E. COUPLING 1/2"	piece	5	
P.E. COUPLING 3/4"	piece	5	

P.E. ELBOW 1/2"	piece	10	
P.E. MALE ADAPTOR 1/2"	piece	5	
P.E. MALE ADAPTOR 3/4"	piece	5	
P.E. TEE 1/2"	piece	10	
PAIL, 20 liters capacity	kilo	30	
PESTICIDES TERMITE, 1 liter	bottle	2	
PHILIPPINE NATIONAL FLAG	piece	14	
PICTURE FRAME, CERTIFICATE, A4	piece	169	
PICTURE FRAME, Legal	piece	150	
PINCH OFF PLIERS	piece	1	
PLASTIC CELLOPHANE COVER, Book cover	roll	3	
POLYTHYLENE TAPE	roll	5	
PRUNING SHEARS	piece	10	
PVC CLIP 1/2	pack	1	
PVC CONNECTOR #1/2	pack	20	
PVC ELBOW #1/2	pack	20	
PVC PIPE #1/2	pack	15	
PVC PIPE#3/4	pack	15	
RAINCOAT	piece	35	
RECEPTACLE OUTDOOR	piece	40	
RUBBER INSULATOR BLACK LENGTH 1/4	piece	5	
RUBBER INSULATOR LENGTH 1/2	piece	5	
RUBBER INSULATOR LENGTH 3/4	piece	5	
RUBBER INSULATOR LENGTH 3/8	piece	5	
RUBBER INSULATOR LENGTH 5/8	piece	10	
RUBBER RECEPTACLE	pack	15	
SAFETTY BREAKER 30AMPS	pack	8	
SCOOP/DIPPER	piece	30	
SDR 11 P.E. PIPE 1/2, 300 meters per roll	roll	1	



SEAL THREAD TAPE 3/4" x 10M	roll	10	
SILVER ROD	piece	25	
SMALL SOLVENT (S-BLUE)	can	5	
SPOON AND FORK, Stainless (set)	dozen	11	
Steel Cabinet, Aparador Type with Glass Cover	unit	1	
STEEL RACKS	unit	6	
SWIVEL CHAIR with Armrest, Big, Adjustable height lift lever, Easy to Move Around-5pcs 360° swivel castors,	unit	1	
TAPE, electrical	roll	19	
THHN WIRE #12	box	1	
THHN WIRE #14	box	1	
THHN WIRE, #12	meter	6	
THREADED WATER SHUT VALVE/ANGLE VALVE	piece	5	
THUMB TACKS	box	37	
TIE WIRE	kilo	3	
TOILET BRUSH with Handle, Big	piece	18	
TOILET RUBBER PUMP	piece	10	
TOILET TISSUE PAPER, 2-ply, 100% recycled	pack	362	
TORCH PRO GAS FOR USE W/ BUTANE/PROPANE	unit	1	
TRASH CAN, Big with Cover	piece	15	
TRASHBAG, Extra Large	pack	26	
TRASHBAG, GPP specs, black, 940mmx1016mm	pack	3	
TRASHBAG, Medium	roll	7	
TRASHBAG, plastic, Gusseted type, black	roll	95	
TRASHBAG, Plastic, Transparent	roll	20	
TUBE CUTTER TOOL ALLOY TUBE CUTTER ADJUSTIBLE BIG	piece	1	
TWINE, plastic	roll	4	
UMBRELLA NAILS	kilo	15	
UNINTERRUPTIBLE POWER SUPPLY (UPS), 650VA	unit	8	

UPVC COUPLING 1/2"	piece	10	
UPVC FEMALE ADOPTOR 1/2"	piece	40	
UPVC PIPE 1/2"	piece	10	
UPVC UNION 1/2"	piece	10	
USED TIRES, (for dragon fruit)	piece	401	
UTILITY BOX	piece	22	
UTILITY OUTLET 3 GANG	piece	20	
UTILITY SWITCH GANG	piece	20	
WALL CLOCK, HEAVY DUTY 12"	piece	10	
WATER HOSE (FLEXIBLE FOR LAVATORY AND WATER CLOSET) 1/2" 12"	piece	20	
WEIGHING SCALE, 100 kls.	unit	2	
WET WIPES, 80 sheets	piece	5	
WHEEL BORROW, deep basin holds approximately 3 cubic feet;	piece	6	
WING BAND	set	13	

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

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.

Item No.	Quantity	Unit of Issue	Item Description	Statement of Compliance
			<b>Other Supplies and Materials</b>	
01	1	piece	ADJUSTED WRENCH 10"	
02	47	can	AIR FRESHENER, aerosol type	
03	73	piece	ALBATROSS DEODORIZER, 50g with Handle	
04	62	bottle	ALCOHOL, ethyl 70%, Scented, 1L (Dispenser type)	
05	652	bottle	ALCOHOL, Ethyl, 68%-72%, 500 ml	
06	1	piece	ALLEN WRENCH 1 SET	
07	1	piece	BASIN, Stainless, Big	
08	58	piece	BATH SOAP, 135g	
09	1	unit	BATTERY AA with charger, Rechargeable	
10	1	pack	BATTERY, AAA, Rechargeable	
11	12	pack	BATTERY, dry Cell, size AA	
12	16	pack	BATTERY, dry Cell, size AAA	
13	38	piece	BLADE, for general purpose cutter / utility knife	
14	10	piece	BLANK PLATE COVER	
15	10	piece	BOLO (Guna)	
16	6	piece	BOLO (Sanggol)	
17	3	piece	BOLO, Straight (Sundang)	
18	30	set	BOOTS	
19	5	unit	BRASS GATE BULB 1/2	
20	3	piece	BRASS GATE BULB 3/4	
21	3	piece	BRASS GATE VALVE 1	
22	40	piece	BROOM, soft, tambo	
23	48	piece	BROOM, stick, ting-ting	
24	32	piece	CFL BULB, 9 watts	
25	30	piece	CHICKEN CRATE (PLASTIC)	
26	56	bottle	CLEANER, toilet and urinal	
27	10	liter	Cleaning detergent (liquid detergent)	
28	30	piece	CLEANING GLOVES (RUBBER)	
29	31	piece	CLEANING RUGS, Towellete (Cotton)	

30	15	can	CLEANSER, scouring powder	
31	25	meter	CLOTH, Gina (Black)	
32	29	meter	CLOTH, Gina (white)	
33	1	meter	CLOTH, Tribal	
34	10	kilo	COMMON NAILS #2-1/2	
35	10	kilo	COMMON NAILS #5	
36	10	kilo	COMMON NAILS(#1)	
37	10	kilo	COMMON NAILS(#2)	
38	10	kilo	COMMON NAILS(#3)	
39	10	kilo	COMMON NAILS(#4)	
40	200	piece	CONCRETE POST 4 x 4 x 6	
41	10	piece	CONVENIENCE OUTLET	
42	15	piece	CONVENIENCE SWITCH	
43	1	roll	COPPER TUBE 1/2CM. 50MTRS/ROL	
44	1	roll	COPPER TUBE 1/4CM. 50MTRS/ROL	
45	1	roll	COPPER TUBE 3/4CM. 50MTRS/ROL	
46	1	roll	COPPER TUBE 3/8CM. 50MTRS/ROL	
47	1	roll	COPPER TUBE 5/8CM. 50MTRS/ROL	
48	1	piece	CORK BOARD, 2x3	
49	2	piece	CORK, BOAD 2x5 ft	
50	8	set	CUP AND SAUCER, bright glazed porcelain, 6 cups and 6 saucer per set, 100ml	
51	8	piece	CURTAIN ROD, Extendable	
52	30	piece	CURTAIN, High Quality (60inches x 80inches)	
53	6	piece	CUTTER KNIFE, heavy duty, big	
54	29	piece	CUTTER/UTILITY KNIFE, for general purpose, small	
55	46	piece	DETERGENT BAR, 140g	
56	10	pack	DETERGENT POWDER, ALL PURPOSE, 500G	
57	51	pack	DETERGENT POWDER, all-purpose, 1kg	
58	1	unit	DIGITAL CLAMP METER	
59	11	dozen	DINNER PLATE 10 INCHES	
60	2	piece	DISH ORGANIZER (L: 61CM, W:33CM, H: 161CM)	
61	28	bottle	DISHWASHING LIQUID, 500ml	
62	34	piece	DISHWASHING PASTE, 400g	
63	2	gallon	Disinfectant Concentrate, 1gallon (Lysol)	
64	46	can	DISINFECTANT SPRAY, aerosol type	
65	51	gallon	DISINFECTANT, BLEACHING SOLUTION (4L)	
66	25	piece	DOOR KNOB, Cylindrical Entrance Lock Set with Keys	
67	5	piece	DOORMAT RUG, Big	
68	44	piece	DOORMAT, Cotton, 23x16"	
69	60	piece	DRINKING GLASS	
70	5	roll	DUPLEX WIRE #5 38 meters	
71	1	roll	DUPLEX WIRE #6	
72	46	piece	DUST PAN, non-rigid plastic	
73	1	unit	EXECUTIVE OFFICE TABLE, Laminated	

			Wooden (140cm x 72cm x 76cm)	
74	3	set	EXTENSION WIRE w/ complete accessories 10mtrs, 4 gang	
75	15	set	EXTENSION WIRE with complete accessories 15 mtrs, 4 gang	
76	18	set	EXTENSION WIRE with complete accessories 5mtrs, 4 gang	
77	2	unit	EXTERNAL HARD DRIVE, 1 TB	
78	30	bottle	FABRIC SOFTENER, 1L	
79	10	box	Face Mask, Surgical (3-ply)	
80	2	piece	FACE TOWEL	
81	10	piece	FAUCET (BRASS)	
82	12	piece	FEATHER DUSTER	
83	1	unit	FLARRING TOOLS HEAVY DUTY	
84	8	piece	FLASHLIGHT (HEAVY DUTY, WATER PROOF)	
85	5	piece	FLASHLIGHT, CHARGEABLE	
86	11	roll	FLAT CORD EXTENSION WIRE #16	
87	1	roll	FLEXIBLE HOSE #1/2	
88	4	piece	FLOOD LIGHT	
89	13	gallon	FLOOR CLEANER	
90	51	can	FLOOR WAX, paste type, red	
91	40	piece	FLOURESCENT BULB, 40W	
92	25	piece	FLOURESCENT LAMP, 20 watts, Linear Tubular (T8)	
93	40	piece	FLOURESCENT LED TUBE LIGHT, 18 watts	
94	202	piece	FLOWER POT, Big, Plastic	
95	1	dozen	FORK, Stainless Steel	
96	1	piece	FREON TANK R32/R410A/R22/134A	
97	8	bottle	FURNITURE POLISH	
98	10	piece	G.I . ELBOW 1/2	
99	6	piece	G.I . NIPPLE 3/4" X6	
100	10	piece	G.I . TEE 1/2	
101	5	piece	G.I . UNION 1/2	
102	3	piece	G.I . UNION 3/4	
103	5	piece	G.I .PIPE #40 1/2	
104	10	piece	G.I COUPLING 1/2	
105	6	piece	G.I COUPLING 3/4	
106	70	pack	G.I SHEET, 12FT. G26	
107	20	piece	G.I. NIPPLE 1/2"X4	
108	55	set	GARDENING GLOVES	
109	17	bottle	GLASS CLEANER, spray, 500 ml	
110	1	piece	GLASS CLEANER, Squeegee, Long	
111	8	set	GRAFTING TOOLS (SET)	
112	8	unit	GRASS CUTTER (4 STROKE)	
113	18	roll	GREEN NET (6FTX100M)	
114	20	bottle	HAND SANITIZING GEL, 1000ml	
115	26	bottle	HAND SOAP GEL, Antibacterial, 1L (Dispenser Type)	

116	7	bottle	HAND SOAP, Liquid, 1000ml	
117	5	piece	HDMI CABLE, 2 meters	
118	1	piece	HDMI to VGA Cable Converter	
119	2	unit	HEAVY DUTY SACK HAND TROLLEY	
120	41	piece	INSECTICIDE, aerosol type	
121	10	roll	KITTEN SCREW TYPE	
122	60	piece	LED BULB, 12W	
123	21	piece	LED BULB, 20W	
124	23	bottle	LIQUID HAND SOAP, 500mL	
125	1	set	MANIFOLD GAUGE FOR INVERTER	
126	1	can	MAP GAS	
127	25	piece	MARINE PLYWOOD, 3/4"	
128	15	unit	MOP TORNADO, HEAVY DUTY, 360 WITH COMPLETE SET	
129	10	piece	MOPHANDLE, heavy duty, screw type	
130	16	piece	MOPHEAD, made of rayon	
131	1	unit	MULTI PURPOSE LADDER (16FT)	
132	2	bottle	MULTI-INSECT KILLER SPRAY	
133	24	gallon	MURIATIC ACID, 1 Liter	
134	200	piece	NIPPLE DRINKER	
135	28	roll	NYLON, (FOR LAWN MOWER) 1KL. PER ROLL	
136	1	piece	OUTLET, 4 GANG	
137	5	piece	P.E. COUPLING 1/2"	
138	5	piece	P.E. COUPLING 3/4"	
139	10	piece	P.E. ELBOW 1/2"	
140	5	piece	P.E. MALE ADAPTOR 1/2"	
141	5	piece	P.E. MALE ADAPTOR 3/4"	
142	10	piece	P.E. TEE 1/2"	
143	30	kilo	PAIL, 20 liters capacity	
144	2	bottle	PESTICIDES TERMITE, 1 liter	
145	14	piece	PHILIPPINE NATIONAL FLAG	
146	169	piece	PICTURE FRAME, CERTIFICATE, A4	
147	150	piece	PICTURE FRAME, Legal	
148	1	piece	PINCH OFF PLIERS	
149	3	roll	PLASTIC CELLOPHANE COVER, Book cover	
150	5	roll	POLYTHYLENE TAPE	
151	10	piece	PRUNING SHEARS	
152	1	pack	PVC CLIP 1/2	
153	20	pack	PVC CONNECTOR #1/2	
154	20	pack	PVC ELBOW #1/2	
155	15	pack	PVC PIPE #1/2	
156	15	pack	PVC PIPE#3/4	
157	35	piece	RAINCOAT	
158	40	piece	RECEPTACLE OUTDOOR	
159	5	piece	RUBBER INSULATOR BLACK LENGTH 1/4	
160	5	piece	RUBBER INSULATOR LENGTH 1/2	
161	5	piece	RUBBER INSULATOR LENGTH 3/4	



162	5	piece	RUBBER INSULATOR LENGTH 3/8	
163	10	piece	RUBBER INSULATOR LENGTH 5/8	
164	15	pack	RUBBER RECEPTACLE	
165	8	pack	SAFETTY BREAKER 30AMPS	
166	30	piece	SCOOP/DIPPER	
167	1	roll	SDR 11 P.E. PIPE 1/2, 300 meters per roll	
168	10	roll	SEAL THREAD TAPE 3/4" x 10M	
169	25	piece	SILVER ROD	
170	5	can	SMALL SOLVENT (S-BLUE)	
171	11	dozen	SPOON AND FORK, Stainless (set)	
172	1	unit	Steel Cabinet, Aparador Type with Glass Cover	
173	6	unit	STEEL RACKS	
174	1	unit	SWIVEL CHAIR with Armrest, Big, Adjustable height lift lever, Easy to Move Around-5pcs 360° swivel castors,	
175	19	roll	TAPE, electrical	
176	1	box	THHN WIRE #12	
177	1	box	THHN WIRE #14	
178	6	meter	THHN WIRE, #12	
179	5	piece	THREADED WATER SHUT VALVE/ANGLE VALVE	
180	37	box	THUMB TACKS	
181	3	kilo	TIE WIRE	
182	18	piece	TOILET BRUSH with Handle, Big	
183	10	piece	TOILET RUBBER PUMP	
184	362	pack	TOILET TISSUE PAPER, 2-ply, 100% recycled	
185	1	unit	TORCH PRO GAS FOR USE W/ BUTANE/PROPANE	
186	15	piece	TRASH CAN, Big with Cover	
187	26	pack	TRASHBAG, Extra Large	
188	3	pack	TRASHBAG, GPP specs, black, 940mmx1016mm	
189	7	roll	TRASHBAG, Medium	
190	95	roll	TRASHBAG, plastic, Gusseted type, black	
191	20	roll	TRASHBAG, Plastic, Transparent	
192	1	piece	TUBE CUTTER TOOL ALLOY TUBE CUTTER ADJUSTIBLE BIG	
193	4	roll	TWINE, plastic	
194	15	kilo	UMBRELLA NAILS	
195	8	unit	UNINTERRUPTIBLE POWER SUPPLY (UPS), 650VA	
196	10	piece	UPVC COUPLING 1/2"	
197	40	piece	UPVC FEMALE ADAPTOR 1/2"	
198	10	piece	UPVC PIPE 1/2"	
199	10	piece	UPVC UNION 1/2"	
200	401	piece	USED TIRES, (for dragon fruit)	
201	22	piece	UTILITY BOX	
202	20	piece	UTILITY OUTLET 3 GANG	

203	20	piece	UTILITY SWITCH GANG	
204	10	piece	WALL CLOCK, HEAVY DUTY 12"	
205	20	piece	WATER HOSE (FLEXIBLE FOR LAVATORY AND WATER CLOSET) 1/2" 12"	
206	2	unit	WEIGHING SCALE, 100 kls.	
207	5	piece	WET WIPES, 80 sheets	
208	6	piece	WHEEL BORROW, deep basin holds approximately 3 cubic feet;	
209	13	set	WING BAND	

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE (in 5 sets)

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- (f) 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**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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***

- (m) 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.

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

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

**25 FINANCIAL COMPONENT ENVELOPE (5 sets)**

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

