

Mati, San Miguel, Zamboanga del Sur

BIDDING DOCUMENTS

Procurement of Other Supplies (GAA)

Reference No.: 9616384

Public Bidding No.: PB23-08

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.

For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

J.H. CERILLES STATE COLLEGE



Mati, San Miguel, Zamboanga del Sur Email address: jhcsc.main@yahoo.com Website: http://www.jhcsc.edu.ph/

Invitation to Bid for **Procurement of Other Supplies (GAA)**

- 1. The *J. H. Cerilles State College*, through the *GAA 2023 (Fund 101)* intends to apply the sum of **One Million Seventy-Four Thousand Two Hundred Sixty-Three Pesos and 85/100 Only (PHP 1,074,263.85)** being the ABC to payments under the contract for **Procurement of Other Supplies (GAA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 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 calendar 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.

Prospective Bidders may obtain further information from JHCSC and inspect the Bidding Documents at the address given below from March 29, 2023 to April 25, 2023, 8:00AM-5:00PM.

4. A complete set of Bidding Documents may be acquired by interested Bidders on *March 29*, *2023* to *April 25*, *2023* from *BAC Secretariat and upon payment of PHP5*,000.00, for the Bidding Documents.

Kindly coordinate with the Secretariat on the payment details. The Procuring Entity shall allow the bidders to present its proof of payment for the fees through the email address at bac@jhcsc.edu.ph. It may also be downloaded for free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and the JHCSC website, provided that payment of the non-refundable fee as above for the Bid Documents shall be made prior to submission of bids. Payment of the bidding documents can be deposited through JHCSC Landbank Account with the following details:

Landbank Account Name: J. H. Cerilles State College

Account No.: 0522-1109-90

- 5. The J. H. Cerilles State College will hold a Pre-Bid Conference on **April 13, 2023, 10:00 AM** at **J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** and/or through video conferencing/webcasting *via* "Zoom", which shall be open to prospective bidders.
- 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 April 25, 2023, at 9:00 AM. Late bids shall not be accepted.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

- 8 Bid opening shall be on **April 25, 2023, 10:00 AM**, at **BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City**.
- 9. 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:

MARIA LEAH S. CHIONG

BAC Secretariat Chair

Cellphone No.: 09482318035 Email Address: <u>bac@jhcsc.edu.ph</u> Website: <u>http://www.jhcsc.edu.ph</u>

JHCSC Office Address: IT Building, Pagadian Annex,

Balangasan, Pagadian City

RAYMUND A. INDANGAN, Ph.D.
Chairman, Bids and Awards Committee

	SCHEDULE OF BIDDING ACTIVITIES (Subject to change)				
No.	ACTIVITIES	DATE/SCHEDULE			
1	Pre-Procurement Conference	March 22, 2023			
2	Posting/Advertisement (website, PhilGEPS, JHCSC Premises)	March 29 to April 25, 2023			
3	Issuance of Bid Documents	March 29 to April 25, 2023 (8:00AM to 5:00PM except Saturdays, Sundays and Holidays)			
4	Pre-bid Conference	Thursday, April 13, 2023 @10:AM			
5	Deadline for Request for Clarification, if any	Monday, April 17, 2023			
6	Last day for the issuance of Supplemental/Bid Bulletin, if any	Tuesday, April 18, 2023			
7	Deadline for submission of bids (Pagadian Campus)	Tuesday, April 25, 2023 @9:00AM			
8	Opening of Bids	Tuesday, April 25, 2023 @10:00AM			
9	Bid Evaluation	April 26, 2023			
10	Sending of Notice to the Bidder with LCB advising them on the conduct of Post Qualification	Wednesday, April 26, 2023			
11	Post Qualification on the Bidder with LCB or Succeeding LCB (if any)	April 27, 2023			
12	BAC Deliberation on the results of Post Qualification	Friday, April 28, 2023			
13	Issuance of BAC's Recommendation (Based on the results of Post Qualification)	Friday, April 28, 2023			
14	Approval of BAC Resolution and Issuance of Notice of Award	TBA			
15	Issuance of Notice to Proceed and Contract Signing	ТВА			

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, J. H. Cerilles State College wishes to receive Bids for the Procurement of Other Supplies (GAA) with identification number PB23-08.

The Procurement Project (referred to herein as "Project") is composed of **One Hundred Fifteen (115) 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 2023 (Fund 101)* in the amount of **PHP1,074,263.85.**
- 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, at J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City and/or through video conferencing/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 **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 Declaration¹ 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

- 15.1.The 1st Envelope (Labeled as Eligibility & Technical Documents) must be properly sealed and marked, it shall contain five (5) sets of hard copies of Eligibility and Technical Documents; one (1) set of documents (Labeled as Original Copy) and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 4)".
- 15.2.The 2nd Envelope (Labeled as Financial Documents) must be properly sealed and marked; it shall contain five (5) sets of Financial Documents; one (1) set of documents (Labeled as Original Copy) and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 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.

¹ 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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	 a. Supply and Delivery/ Procurement of Other Supplies b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
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 Bid Securing Declaration , or any of the following forms and amounts: a. The amount of not less than PHP21,485.28 <i>two percent</i> (2%) <i>of ABC</i> , 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 PHP53,713.19 <i>five percent (5%) of ABC</i> , if bid security is in Surety Bond.
19.3	Partial bid is not Allowed.
20.2	Business Permit/DTI Registration.
21.2	After Sale Services/Warranty.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

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

GCC Clause	
1	
	Delivery and Documents –
	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.
	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 Dr. MARY JOCELYN V. BATTUNG , President.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	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 cost thereof are included in the contract price.

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

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.

GENERAL DESCRIPTION	UNIT OF MEASURE	QUANTITY/ SIZE	DELIVERY SCHEDULED	
AIR FRESHENER, aerosol type	can	80		
AIRCON, 2.5 HP, Window Type, (Dim. 71.8 × 66 × 43 cm), R410A, w/ Installation Fee	unit	2		
ALBATROSS DEODORIZER, 50g with Handle	piece	20		
Baby Roller #2	piece	10		
BATH SOAP, 135g	piece	15		
BATTERY, 9 volts super heavy duty	piece	10		
BATTERY, dry Cell, size AA	pack	30		
BATTERY, dry Cell, size AAA	pack	10		
BATTERY, SIZE AA, ALKALINE, 2PCS PER BLISTER PACK	pack	15		
BLANK PLATE ELECTRICAL	piece	51		
BOLO (Guna)	piece	3		
BOLO (Sanggot)	piece	4		
BOLO, Straight (Sundang)	piece	4		
BROOM, soft, tambo	piece	37		
BROOM, stick, ting-ting	piece	25		
CABINET with Individual Locker (Wooden - 12 lockers)	unit	1		
CLEANER,TOILET BOWL AND URINAL, 900ml-1000ml cap	bottle	36		
COMBINATION PLIERS 8"	piece	1		
COMPUTER TABLE, Glass, Black glass, Black rack long100 wide50 high7	unit	4		
Dessert spoon	dozen	35		
DETERGENT BAR, 140g	piece	30		
DETERGENT POWDER, ALL PURPOSE, 500G	pack	9		

DETERGENT POWDER, all-purpose, 1kg	pack	59	
DIAGONAL CUTTING FLIERS	piece	1	
DISINFECTANT SPRAY, aerosol type	can	15	
DISINFECTANT, Bleaching Solution	bottle	100	
DJI AIR 2 S COMBO KIT	kit	1	
DOOR KNOB, Cylindrical Entrance Lock Set with Keys	piece	2	
DOORMAT, Cotton, 23x16"	piece	36	
DUPLEX WIRE #5 38 meters	roll	2	
DUST PAN, non-rigid plastic	piece	15	
ELECTRIC FAN, ceiling mount, orbit type, plastic	unit	5	
EXECUTIVE OFFICE TABLE, Laminated Wooden (140cm x 72cm x 76cm)	unit	1	
EXTERNAL HARD DRIVE, 1 TB	piece	5	
FABRIC SOFTENER, 1L	bottle	8	
FAUCET ()	piece	55	
FLEXIBLE HOSE #1/2	roll	1	
FLEXIBLE WATER HOSE 1/2X16" LAVATORY	piece	10	
FLOOR WAX, paste type, red	can	10	
FLOWER POT, plastic, small	piece	100	
FURNITURE CLEANER, aerosol type	can	2	
GLASS CLEANER, spray, 500 ml	bottle	5	
GREEN NET (6FTX100M)	roll	5	
HAND SOAP GEL, Antibacterial, 1L (Dispenser Type)	bottle	20	
HDMI CABLE, 2 meters	piece	13	
HDMI to VGA Cable Converter	piece	2	
INDUSTRIAL WALL FAN 30" METAL BLADE HIGH PERFORMANCE, motor 3 speeds push button switch.	piece	2	
INSECTICIDE, aerosol type	piece	10	

LATEX PAINT, Gloss	gallon	15	
LED BULB, 10W	piece	25	
LED BULB, 20W	piece	25	
LED FLOODLIGHT 150W	piece	2	
LED FLOURESCENT TUBE 18W	piece	100	
MANIFOLD GAUGE FOR INVERTER	set	1	
MASONRY PUTTY	gallon	5	
MICROPHONE, Heavy Duty, Wireless	unit	1	
MOP BUCKET, heavy duty, hard plastic	unit	1	
MOP TORNADO, HEAVY DUTY, 360 WITH COMPLETE SET	unit	3	
MOPHANDLE, heavy duty, screw type	piece	12	
MULTIMEDIA PROJECTOR, 4000 min ANSI Lumens with Projection Screen	unit	1	
NYLON, (FOR LAWN MOWER) 1KL. PER ROLL	roll	10	
OPEN SHELF DISPLAY RACK WITH 6 ADJUSTABLE SHELVES	piece	3	
PAINT BRUSH, 2"	piece	5	
PAINT, Flatwall Enamel (Crystal Green)	gallon	4	
PAINT, Flatwall Latex	gallon	15	
PAINT, Quick Dry Enamel	gallon	6	
PAINT, Red Lead Primer	gallon	4	
P.E COUPLING 2	piece	20	
PAIL, 20 LITTERS CAPACITY	kilo	15	
PESTICIDES TERMITE 1LITER	bottle	5	
PLASTIC DRUM WITH COVER FOR 80LTRS	piece	2	
PLIERSOINT NOSE 8"	piece	1	
POLY PVC UTILITY BOX SURFACE TYPE	piece	10	
Portable Bluetooth Speaker with Microphone, DB Audio	unit	1	
PRINTER, 3-in-1 (Printer, Scanner, Copier)	unit	2	

PRINTER 5-in-1, Multifunction (Printer, Scanner, Multicopies		_	
Photocopier, long Size)	unit	5	
Putty Knife	piece	5	
PVC CLIP FOR PVC PIPE 1/2"	pack	1	
PVC CLIP FOR PVC PIPE 3/4"	pack	1	
PVC Cover Transparent, Legal size (for Book binding), 100's	ream	7	
SAFETTY BREAKER 30AMPS	pack	8	
SAND PAPER, #120	piece	30	
SCOOP/DIPPER	piece	25	
SCREW DRIVER TWO-WAY 6.3MM	piece	1	
SCREW INSULATOR BIG(PIN INSULATOR)	piece	10	
SEAL THREAD TAPE 3/4" X 10M	roll	11	
SECONDARY RACK 1 WITH SPOOL INSULATOR	piece	10	
SHUT OFF VALVE1/2	piece	30	
SMALL SOLVENT (S-BLUE)	can	5	
SOLDERING IRON	piece	1	
SOLDERING LED	roll	1	
SPAGHETTI INSULATING TUBE 2MM	piece	1	
SPAGHETTI INSULATING TUBE 3MM	piece	1	
SPAGHETTI INSULATING TUBE 4MM	piece	1	
SPAGHETTI INSULATING TUBE 6MM	piece	1	
STEEL CABINET, Aparador Type with glass cover	unit	6	
SWIVEL CHAIR W/ PULLEY ARMREST (STEEL/ALUMINUM ALLOY FEET, FIVE STAR FEET, HIGH QUALITY PU LEATHER WITH FOOTSTOOL, BLACK COLOR)	unit	5	
TAPE, electrical, big	roll	100	
THERMAL FUSE 130 DEGREES 2A	piece	1	
THHN STRANDED WIRE 10.0 X150M BLACK	roll	1	
THHN STRANDED WIRE 2.0 X150M BLACK	roll	1	

THHN STRANDED WIRE 3.5 X150M BLACK	roll	1	
THHN STRANDED WIRE 8.0 X150M BLACK	roll	1	
TOILET BRUSH with Handle, Big	piece	3	
TRASH BIN WITH WHEELS AND LOCK 100 LTRS	piece	8	
UPVC COUPLING 1/2"	piece	30	
UPVC ELBOW 1/2	piece	20	
UPVC FEMALE ADOPTOR 1/2"	piece	20	
UPVC PIPE1/2"	piece	20	
UPVC TEE1/2	piece	20	
UTILITY BOX	piece	20	
Vacuum pump (2RS-4 220V 60 Hz 2stage)	unit	1	
WALL FAN, 18 inches, 3-speed rotary switch with pull string, plastic blade	unit	5	
WATER DISPENSER (HOT & COLD) Bottom Load Water Dispenser, Double Safety Device to prevent overheating, Compressor Cooling, COLOR WHITE	unit	1	
WINDOW BLINDS POLYESTER (N538 DARK GREEN HEIGHT 54 INCHES X LENGTH 124 INCHES)	unit	5	

Section VII. 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 Measure	Specifications	Statement of Compliance
01	80	can	AIR FRESHENER, aerosol type	
02	2	unit	AIRCON, 2.5 HP, Window Type, (Dim. 71.8 × 66 × 43 cm), R410A, w/ Installation Fee	
03	20	piece	ALBATROSS DEODORIZER, 50g with Handle	
04	10	piece	Baby Roller #2	
05	15	piece	BATH SOAP, 135g	
06	10	piece	BATTERY, 9 volts super heavy duty	
07	30	pack	BATTERY, dry Cell, size AA	
08	10	pack	BATTERY, dry Cell, size AAA	
09	15	pack	BATTERY, SIZE AA, ALKALINE, 2PCS PER BLISTER PACK	
10	51	piece	BLANK PLATE ELECTRICAL	
11	3	piece	BOLO (Guna)	
12	4	piece	BOLO (Sanggot)	
13	4	piece	BOLO, Straight (Sundang)	
14	37	piece	BROOM, soft, tambo	
15	25	piece	BROOM, stick, ting-ting	
16	1	unit	CABINET with Individual Locker (Wooden - 12 lockers)	
17	36	bottle	CLEANER, TOILET BOWL AND URINAL, 900ml- 1000ml cap	

18	1	piece	COMBINATION PLIERS 8"
19	4	unit	COMPUTER TABLE, Glass, Black glass, Black rack long100 wide50 high7
20	35	dozen	Dessert spoon
21	30	piece	DETERGENT BAR, 140g
22	9	pack	DETERGENT POWDER, ALL PURPOSE, 500G
23	59	pack	DETERGENT POWDER, all-purpose, 1kg
24	1	piece	DIAGONAL CUTTING FLIERS
25	15	can	DISINFECTANT SPRAY, aerosol type
26	100	bottle	DISINFECTANT, Bleaching Solution
27	1	kit	DJI AIR 2 S COMBO KIT
28	2	piece	DOOR KNOB, Cylindrical Entrance Lock Set with Keys
29	36	piece	DOORMAT, Cotton, 23x16"
30	2	roll	DUPLEX WIRE #5 38 meters
31	15	piece	DUST PAN, non-rigid plastic
32	5	unit	ELECTRIC FAN, ceiling mount, orbit type, plastic
33	1	unit	EXECUTIVE OFFICE TABLE, Laminated Wooden (140cm x 72cm x 76cm)
34	5	piece	EXTERNAL HARD DRIVE, 1 TB
35	8	bottle	FABRIC SOFTENER, 1L
36	55	piece	FAUCET (BRASS)
37	1	roll	FLEXIBLE HOSE #1/2
38	10	piece	FLEXIBLE WATER HOSE 1/2X16" LAVATORY
39	10	can	FLOOR WAX, paste type, red
40	100	piece	FLOWER POT, plastic, small
41	2	can	FURNITURE CLEANER, aerosol type
42	5	bottle	GLASS CLEANER, spray, 500 ml
43	5	roll	GREEN NET (6FTX100M)

44	20	bottle	HAND SOAP GEL, Antibacterial, 1L (Dispenser Type)	
45	13	piece	HDMI CABLE, 2 meters	
46	2	piece	HDMI to VGA Cable Converter	
47	2	piece	INDUSTRIAL WALL FAN 30" METAL BLADE HIGH PERFORMANCE, motor 3 speeds push button switch.	
48	10	piece	INSECTICIDE, aerosol type	
49	15	gallon	LATEX PAINT, Gloss	
50	25	piece	LED BULB, 10W	
51	25	piece	LED BULB, 20W	
52	2	piece	LED FLOODLIGHT 150W	
53	100	piece	LED FLOURESCENT TUBE 18W	
54	1	set	MANIFOLD GAUGE FOR INVERTER	
55	5	gallon	MASONRY PUTTY	
56	1	unit	MICROPHONE, Heavy Duty, Wireless	
57	2	unit	MOP BUCKET, heavy duty, hard plastic	
58	3	unit	MOP TORNADO, HEAVY DUTY, 360 WITH COMPLETE SET	
59	12	piece	MOPHANDLE, heavy duty, screw type	
60	1	unit	MULTIMEDIA PROJECTOR, 4000 min ANSI Lumens with Projection Screen	
61	10	roll	NYLON, (FOR LAWN MOWER) 1KL. PER ROLL	
62	3	piece	OPEN SHELF DISPLAY RACK WITH 6 ADJUSTABLE SHELVES	
63	5	piece	PAINT BRUSH, 2"	
64	4	gallon	PAINT, Flatwall Enamel (Crystal Green)	
65	15	gallon	PAINT, Flatwall Latex	
66	6	gallon	PAINT, Quick Dry Enamel	
67	4	gallon	PAINT, Red Lead Primer	

68	20	piece	P.E COUPLING 2	
69	15	kilo	PAIL, 20 LITTERS CAPACITY	
70	5	bottle	PESTICIDES TERMITE 1LITER	
71	2	piece	PLASTIC DRUM WITH COVER FOR 80LTRS	
72	1	piece	PLIERSOINT NOSE 8"	
73	10	piece	POLY PVC UTILITY BOX SURFACE TYPE	
74	1	unit	Portable Bluetooth Speaker with Microphone, DB Audio	
75	2	unit	PRINTER, 3-in-1 (Printer, Scanner, Copier)	
76	5	unit	PRINTER 5-in-1, Multifunction (Printer, Scanner, Multicopies Photocopier, long Size)	
77	5	piece	Putty Knife	
78	1	pack	PVC CLIP FOR PVC PIPE 1/2"	
79	1	pack	PVC CLIP FOR PVC PIPE 3/4"	
80	7	ream	PVC Cover Transparent, Legal size (for Book binding), 100's	
81	8	pack	SAFETTY BREAKER 30AMPS	
82	30	piece	SAND PAPER, #120	
83	25	piece	SCOOP/DIPPER	
84	1	piece	SCREW DRIVER TWO-WAY 6.3MM	
85	10	piece	SCREW INSULATOR BIG(PIN INSULATOR)	
86	11	roll	SEAL THREAD TAPE 3/4" X 10M	
87	10	piece	SECONDARY RACK 1 WITH SPOOL INSULATOR	
88	30	piece	SHUT OFF VALVE1/2	
89	5	can	SMALL SOLVENT (S-BLUE)	
90	1	piece	SOLDERING IRON	
91	1	roll	SOLDERING LED	
92	1	piece	SPAGHETTI INSULATING TUBE 2MM	
93	1	piece	SPAGHETTI INSULATING TUBE 3MM	

94	1	piece	SPAGHETTI INSULATING TUBE 4MM	
95	1	piece	SPAGHETTI INSULATING TUBE 6MM	
96	6	unit	STEEL CABINET, Aparador Type with glass cover	
97	5	unit	SWIVEL CHAIR W/ PULLEY ARMREST (STEEL/ALUMINUM ALLOY FEET, FIVE STAR FEET, HIGH QUALITY PU LEATHER WITH FOOTSTOOL, BLACK COLOR)	
98	100	roll	TAPE, electrical, big	
99	1	piece	THERMAL FUSE 130 DEGREES 2A	
100	1	roll	THHN STRANDED WIRE 10.0 X150M BLACK	
101	1	roll	THHN STRANDED WIRE 2.0 X150M BLACK	
102	1	roll	THHN STRANDED WIRE 3.5 X150M BLACK	
103	1	roll	THHN STRANDED WIRE 8.0 X150M BLACK	
104	3	piece	TOILET BRUSH with Handle, Big	
105	8	piece	TRASH BIN WITH WHEELS AND LOCK 100 LTRS	
106	30	piece	UPVC COUPLING 1/2"	
107	20	piece	UPVC ELBOW 1/2	
108	20	piece	UPVC FEMALE ADOPTOR 1/2"	
109	20	piece	UPVC PIPE1/2"	
110	20	piece	UPVC TEE1/2	
111	20	piece	UTILITY BOX	
112	1	unit	Vacuum pump (2RS-4 220V 60 Hz 2stage)	
113	5	unit	WALL FAN, 18 inches, 3-speed rotary switch with pull string, plastic blade	
114	1	unit	WATER DISPENSER (HOT & COLD) Bottom Load Water Dispenser, Double Safety Device to prevent overheating, Compressor Cooling, COLOR WHITE	
115	5	unit	WINDOW BLINDS POLYESTER (N538 DARK GREEN HEIGHT 54 INCHES X LENGTH 124 INCHES)	

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE (in 5 sets)

Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (a) (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 Mayor's or Business permit issued by the city or municipality where the (c) principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; (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 Statement of the bidder's Single Largest Completed Contract (SLCC) similar (g) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a (h) certification issued by the Insurance Commission; Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (i) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS); (j) 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 The Supplier's audited financial statements, showing, among others, the

bid submission; and

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

	(l)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
		<u>or</u>
		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 do	cumentary requirements under RA No. 9184 (as applicable)
		[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.
	(0)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
25	FINANC	CIAL 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).

