

J. H. CERILLES STATE COLLEGE

Mati, San Miguel, Zamboanga del Sur

# **BIDDING DOCUMENTS**

# **Procurement of Other Supplies (STF)**

Reference No.: 10781482 Public Bidding No.: PB24-20-1

> Sixth Edition July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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### Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

GOP – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

Section I. Invitation to Bid



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 (STF)**

- The J. H. Cerilles State College, through the STF 2024 (Fund 164) intends to apply the sum of Four Million Seven Hundred Seventy-Four Thousand Two Hundred Twenty-Four Pesos and 27/100 Centavos (PHP 4,774,224.27) being the ABC to payments under the contract for Procurement of Other Supplies (STF). 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 **30 calendar days**. Bidders should have completed, within FIVE (5) 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 JHCSC and inspect the Bidding Documents at the address given below from April 23, 2024 to May 14, 2024, 8:00AM-5:00PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on April 23, 2024 to May 14, 2024, from BAC Secretariat and upon payment of PH 5,000.00, 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 <u>bac@jhcsc.edu.ph</u>. 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 paid directly to the Cashier's Office of JHCSC or can be deposited through the JHCSC Landbank Account with the following details:

Landbank Account Name: J. H. Cerilles State College Account No.: 0522-1109-90

- 6 The J. H. Cerilles State College will hold a Pre-Bid Conference on May 2, 2024, 01:00 PM at BAC Office, J. H. Cerilles State College, Main campus, Mati San Miguel Zamboanga del Sur. and/or through video conferencing/webcasting *via* "Zoom or Gmeet", 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, Main campus, Mati San Miguel Zamboanga del Sur on or before May 14, 2024, at 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 May 14, 2024, 10:00 AM, at BAC Office, J. H. Cerilles State College, Main campus, Mati San Miguel Zamboanga del Sur.
- 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:

#### ABDULRAHMAN N. POLO

BAC Secretariat Chair Cellphone No.: 09161170397 Email Address: <u>bac@jhcsc.edu.ph</u> Website: <u>http://www.jhcsc.edu.ph</u>

Address: BAC Office, J. H. Cerilles State College Main campus, Mati San Miguel Zamboanga del Sur.

JOEL M. SABELLANO, JR., DVM Chairman, Bids and Awards Committee

SCHEDULE OF BIDDING ACTIVITIES (Subject to change)			
No.	ACTIVITIES	DATE/SCHEDULE	
1	Pre-Procurement Conference	Wednesday, March 20, 2024	
2	Posting/Advertisement (website, PhilGEPS, JHCSC Premises)	Tuesday, April 23, 2024 to Tuesday, May 14, 2024	
3	Issuance of Bid Documents	Tuesday, April 23, 2024 to Tuesday, May 14, 2024 (8:00AM to 5:00PM except Saturdays, Sundays and Holidays)	
4	Pre-bid Conference	Thursday, May 2, 2024 @01:00PM	
5	Deadline for Request for Clarification, if any	Sunday, May 5, 2024	
6	Last day for the issuance of Supplemental/Bid Bulletin, if any	Monday, May 6, 2024	
7	Deadline for submission of bids (Main Campus)	Tuesday, May 14, 2024 @9:00AM	
8	Opening of Bids	Tuesday, May 14, 2024 @10:00AM	
9	Bid Evaluation	TBA	
10	Sending of Notice to the Bidder with LCB advising them on the conduct of Post Qualification	TBA	
11	Post Qualification on the Bidder with LCB or Succeeding LCB (if any)	TBA	
12	BAC Deliberation on the results of Post Qualification	TBA	
13	Issuance of BAC's Recommendation (Based on the results of Post Qualification)	TBA	
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 Office Supplies (STF)**, with identification number PB24-20-1

The Procurement Project (referred to herein as "Project") is composed of **Two Hundred Seventy-one Items (271)** 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 *STF 2024 (Fund 164)* in the amount of **PHP 4,774,224.27**
- 2.2. The source of funding is:
  - a. The Corporate Operating Budget, Approved by BOT.

#### **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, Main Campus, Mati, San Miguel Zamboanga del Sur. 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**).

- The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within FIVE (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

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

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

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

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 Five (5) Copies of the First and second components of its Bid.

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

Documents submitted by the bidder should be in the same order as the Technical and Financial Documents checklist as provided in Section VIII of the Philippine Bidding Documents (PBD) with proper document tabbing to expedite evaluation during Bid opening.

#### 16. Deadline for Submission of Bids

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

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

<sup>&</sup>lt;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.

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.

#### **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	<ul> <li>For this purpose, contracts similar to the Project shall be:</li> <li>a. SLCC – Procurement of Other Supplies</li> <li>b. completed within Five (5) years 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	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</li> <li>a. The amount of not less than <i>two percent (2%) of ABC per lot</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 <i>five percent (5%) of ABC per lot</i>, if bid security is in Surety Bond.</li> </ul>
19.3	The Project will be awarded as one (1) lot.
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 <b>Dr. Edgardo H. Rosales</b> , College 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:
	<ul> <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>
	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

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	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
Procurement of Other Supplies	lot	1	30days

### 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	Unit of Issue	Specification	Statement of Compliance
			[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un- amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, postqualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
		<b>Procurements of Office Supplies</b> ABC:4,774,224.27	

5	unit	10-Port Gigabit Ethernet L2+ Fully Managed Pro PoE+ Switch with 2 x 1Gb SFP Uplinks	
12	unit	16-Port Gigabit Ethernet L2+ Fully Managed PoE+ Switch with 2 x 1Gb SFP Uplinks and 2 x Combo SFP Ports	
3	piece	3 Layer Detachable wood leather desk filling tray box (11.75" W x 13.75" L x 10.5" H	
3	unit	48-Port Gigabit Ethernet L2+ Fully Managed Switch with 4 x 10Gb SFP+ Uplinks	
23	unit	8-Port Gigabit Ethernet L2+ Managed Industrial PoE+ Switch with 2 x 1/2.5Gb SFP Ports	
2	unit	A3 PRINTER, print Solution up to 5,760 x 1,440dpi, maximum paper size 12.95x44"	
3	unit	ADJUSTABLE OVER -EAR STEREO CORDED AUDIO HEADPHONES open acoustic system, 15-22000Hz, 32 ohm, 50mW, 96dB, 40mm, 10- 23,000hz(min)	
3	bottle	AIR DISINFECTANT SPRAY, aerosol, 610ml	
18	can	Air Freshener, aerosol, 280ml/150g min	
38	bottle	ALCOHOL, 70% Ethyl, 500 mL	
1	roll	Alpha Gina Fabric/Cloth Black, 150 yards	
1	roll	Alpha Gina Fabric/Cloth Green, 150 yards	
1	roll	Alpha Gina Fabric/Cloth White, 150 yards	
1	roll	Alpha Gina Fabric/Cloth Yellow, 150 yards	
1	unit	Aluminum Multipurpose Ladder (16 feet)	
1	unit	ALUMINUM TRIPOD WITH PH-32 PANHEAD FOR SONY, NIKON, CANON DSLR CAMARAS, BLACK	
1	bottle	Ammonium sulfate (500 grams)	
1	unit	Balloon Air Pump, 10.5"	
4	pack	Balloon green, 10 inch, metallic latex, 100's/pack	

4	pack	Balloon white, 10 inch, 100's/pack	
4	pack	balloon yellow, 10 inch, 100's/pack	
1	bottle	Barium chloride (500 grams)	
2	piece	Bass Drum 22 size	
1	piece	Bass Drum 24 size	
1	piece	Bass Drum 26 size	
7	meter	BATH ROOM MAT	
4	unit	BATTERY FOR DF D5100 D5200 D5300 D5500 D5600 P7100	
43	pack	BATTERY, dry cell, size AA, 2pcs/pack	
31	pack	BATTERY, dry cell, size AAA, 2pcs/pack	
1	piece	Bed cover/comforter (90"x100")	
1	bottle	Benedict Solution (500 ml)	
1	unit	BINDING AND PUNCHING MACHINE, 50mm binding compact	
10	piece	BINDING RING/COMB, plastic, 32 mm	
2	unit	BinocularsTelescope,10X42McOpticalCoatingBk7PrismHighPower,Specification:Magnification:10xObjectiveLensDiameter:42mmObjectiveLensDiameter: 20mmFocusSystem:CenterEyepieceDiameter:20mmFocusSystem:CenterEyecups:Twist-upPrismType:BK-7,RoofPrismType:BK-7,RoofOpticalCoating:MC-GreenMinimumFocusDistance:4mEyeRelief:13.6mmExitPupil:ExitPupil:4mmFieldAngle:5.8TripodAdaptable:YesWaterproofandFogproof:NoOcularDistance:57mm-76mmEyecups:Twist-UpParallaxCompensation:RightEyepieceDiopter COMP.: ±4D"HHH	
2	piece	Blanket -cotton, plain color (90"x100")	

1	piece	Bluetorch, heavy duty flame gun 17.5cm (min.)	
14	unit	Book & Document Scanner 15MP High Definition Portable Document Camera Auto- Flatten & Deskew, scanning files up to an A3 size, and an integrated LED fill light.	
2	unit	BOOK & Document Scanner High Speed Dual Lense CMOS -10mp/2mp	
1	bottle	Bromothymol Blue Solution (125 ml)	
6	piece	BROOM (Walis Tambo) 500 grams (max.)	
3	piece	BROOM (Walis Ting-ting), 750mm	
4	piece	Bugle, 5 inches bell width, 16.5 inches length wirh mouthpiece (min.)	
1	unit	BULLETIN BOARD with Glass Cover (4 x 8)	
3	set	CABINET DOOR, 3 doors, standard, 90x30x60cm (min.)	
1	unit	CAMCORDER 4k Ultra HP OUTDOOR CAMERA, CAMERA 64 MP LIVE STREAM WEBCAM 4.0 "TOUCH SCREEN VIDEO RECORDER 18X ZOOM CAMERA, 64gb SD Card	
5	unit	Catering buffet food lamp, stainless, plain, 3 ft. (min.)	
19	sack	CEMENT, 40kg	
23	box	CERTIFICATE HOLDER A4/SHORT	
40	piece	Certificate Holder, long	
9	piece	CFL BULB, 9WATTS	
23	piece	Chair ribbon- red (L-108" W-12")	
23	piece	Chair ribbon- yellow (L-108" W-12")	
1	unit	Chest-type freezer 8.0 cu.ft.	
3	bottle	CLEANER, Toilet Bowl and Urinal, clear/blue, 900-1000ml	
22	piece	CLEANING RUGS, TOWELETTE (COTTON)(small)	
3	can	CLEANSER, Scouring Powder, 350 grams	

7	piece	CLOTH 10 METERS EACH COLOR, (NAVY BLUE,BLACK,PINK,WHITE,RED,YELLOW), TETORON Fabric Cloth	
6	unit	Computer Monitor 17 inches lcd monitor square black with vga cable power cord" 3 meters	
3	unit	COMPUTER MOUSE, Wireless, 800 dpi (min.)	
2	unit	COMPUTER TABLE, Glass, Black, Black rack long100 x wide50 x high70 cm	
2	unit	CONDENSER MICROPHONE KIT WITH V8 MULTIFUNCTIONAL LIVE SOUND CARD	
15	bar	CORRUGATED BAR #9mm	
10	piece	CURTAIN High quality (COLOR LIGHT YELLOW) Blinds size Window	
3	piece	CURTAIN ROD, Extendable, 28-84", modern design	
6	piece	CURTAIN WITH BLOCKOUT CURTAIN PANELS (color: COFFEE, MOCA)	
58	piece	Curtain, earth color, 1,905 mm-6ft (75" x 55")	
6	piece	CURTAIN, OFF WHITE WITH BLOCKOUT CURTAIN PANELS	
75	piece	DEODORIZER, sampaguita 50g with Handle	
3	unit	DESKTOP SPEAKER, USB Powered Multimedia Compact 2.0 speakers 3.5mm auxiliary input and headphone jack	
63	pouch	Detergent powder, all purpose, 1kl	
2	unit	Digital Microscope, with builth-in 9-inch Touch Screen, 30MP (min.)	
39	piece	Dinner plate ceramic-white (10")	
1	unit	DISH RACK DRAINER, Drying Rack Kitchen Countertop Plate Organizer Storage	
1	unit	DISHWASHER STERILIZER with UV Light, 480 x 380 x 400mm)	
7	bottle	Dishwashing Liquid, 500ml	

12	piece	Dishwashing paste, 400g	
15	piece	Dishwashing sponge, Heavy duty mini foam	
41	can	DISINFECTANT SPRAY (kills 99.9 % of virus & bacteria), crisp linen (170g) min.	
34	can	DISINFECTANT SPRAY, aerosol, 400g (min.) crisp/clean scent	
13	bottle	Disinfectant, Bleaching Solution, 1 gallon	
4	unit	DISPLAY GRAPHIC DRAWING TABLET, 13.3" (min.)	
7	bottle	Diswashing liquid soap (500ml)	
14	piece	DOORMAT RUG, Big, L6ocm, W4ocm (min.)	
1	unit	Double tank juice dispenser, capacity: 8 liters, Dimension(min.): 600L x 380W x 550H mm, stainless	
1	unit	DUAL CHANNEL SINGLE SET COMPACT DIGITAL 2.4GHz WIRELESS MICROPHONE SYSTEM LAPEL USB TYPE (CONNECTIVITY, 3.5mm TRS Output, 1x receiver, 2x transmitters, 3x funy windshields	
5	unit	Dual Monitor Stand Mount Fully Adjustable Arm With C Clamp Stand For 14-27'' Monitor	
1	unit	Dual Wireless Vocal Microphone with battery status indicator, 200 selectable frequencies, 600-710mhz	
5	piece	Dust Pan, non-rigid plastic. w/detachable handle, heavy duty	
1	unit	Electric coffee urn/percolator (14.5 Liters)	
1	unit	ELECTRIC FAN, Air Cooler Heavy Industrial Cooling Fan Mobile Air Conditioning Fan 40L capacity water	
1	unit	ELECTRIC FAN, ceiling mount, orbit type, plastic, 3 blades, 16"	
2	unit	ELECTRIC FAN, industrial, ground type, metal, 3 blades, 420 mm	
1	unit	Electric heating soup pot (10 Liters)	

1	unit	EMERGENCY LAMP, Twinhead Rechargeable, Commercial LED, Automatic Emergency light	
1	piece	Emergency Light, Rechargeable, low power	
2	unit	EXECUTIVE OFFICE TABLE, Laminated Wooden (140cm x 72cm x 76cm)	
1	unit	EXECUTIVE OFFICE TABLE, Wooden (140cm x 72cm x 76cm)	
1	unit	EXECUTIVE SWIVEL CHAIR W/ PULLEY ARMREST (STEEL/ALUMINUM ALLOY FEET, HIGH QUALITY PU LEATHER WITH FOOTSTOOL, BLACK COLOR)	
1	unit	EXECUTIVE SWIVEL CHAIR, High-back Leatherette, 360 degree swivel, Chrome Base	
1	unit	Exhaust fan (wall mount), 5 Blades, 12 inches	
1	set	Extension wire w/complete accessories 15mtrs, 4 gang	
3	piece	Extension Wire Wheel 15M Cord 2500W 10A 250V	
3	piece	File Folder Racks Multifunctional Desktop File Sorter Simple File rack four Colums	
6	unit	FIRE EXTINGUISHER, pure HCFC, 10lbs	
3	piece	Flagpole carry belts/carrier, polly-webbing	
7	can	FLOOR WAX, paste type, red, 450 grams	
1	unit	Food Dehydrator, 6 stainless steel 220v	
1	unit	Food Processor, 7 cup (1,660ml), 2-in-1 feed tube, 2 blades and 2 discs, 220V	
2	dozen	FORK, STAINLESS (SET)	
3	can	FURNITURE CLEANER, aerosoltype, 300ml(min.)	
3	unit	GANG BENCH CHAIR 4SEATER WITH BACKREST CHROME PLATED FINISH, Stainless steel, 238 (w) x 66 (d) x 80 (h) cm, 36 kg (min.)	
4	unit	Gang chair 5 Seater (2850mm L x430mm D x800mm H, Backrest height-52cm, Backrest width-54cm) silver	
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3	unit	GANG STAINLESS CHAIR (4-seater), perforated back and seat chrome plated finish, steel arm and leg frame, no center legs	
3	roll	Garbage bag/liner (medium size) (100 pcs)	
1	unit	Gas Oven, 50cm Range, 4 Gas Burners, 62-Liter capacity	
1	unit	Glass Cabinet, sliding door, W40cm x H72cm	
1	bottle	GLASS CLEANER, spray, 500ml	
3	piece	Graduated measuring cup (glass-pyrex) (500ml)	
11	bottle	HAND SANITIZING GEL 1000ml (Dispenser Type)	
11	bottle	HAND SOAP, liquid, 1000ml	
9	bottle	HAND SOAP, liquid,500ml, ordinary	
1	dozen	HAND TOWEL, white color, patterned, cotton blend	
2	unit	Handheld GPS Navigator, 32x, Description: (2.2" sunlight-readable color display with 240 x 320 display pixels for improved readability Preloaded with TopoActive maps with routable roads and trails for cycling and hiking Support for GPS and GLONASS satellite systems allows for tracking in more challenging environments than GPS alone 8 GB of internal memory for map downloads plus a microSD <sup>™</sup> card slot eTrex 32x adds a 3-axis compass and barometric altimeter Battery life: up to 25 hours in GPS mode with 2 AA batteries)"	
4	unit	HDMI CABLE FOR LCD DVD HDTV, 5 meters	
3	piece	HDMI Cable, 15 meters	
6	unit	HDMI to VGA Adapter Converter Cable HDMI VGA Connector (1080p at up to 60 fps)	
2	unit	Heavy duty Blender, 2.0L, 220- 240V, 1200 w (min.)	

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unit	Heavy duty Electric hand mixer, 3.5 liter bowl, 5 speed control, thermal fuse protected	
piece	Heavy duty non-stick pan w/ lid (12"-14")	
unit	Heavy duty rice cooker (30 cups)	
piece	Hi-Viz Safety Reflector Vest (Color Orange), standard size-56cm height	
piece	HOLLOWBLOCK (CHB) 4"	
unit	HOSPITAL BED 2 CRANKS (with table) Heavy Duty, with IV pole, table and leatherette foam	
unit	HOSPITAL BEDSIDE TABLE (heavy duty) (47cm x 47cm x 76 cm) (min.)	
gallon	Hydrogen Peroxide (2.5 L)	
pack	ID LAMINATING FILM, 70mmx100mmx125microns	
unit	INDUSTRIAL EXTENSION WHEEL 25 METER CORD Length 10A 250V	
unit	Industrial/commercial GAS oven (4 deck, 4 trays)	
can	INSECTICIDE, 300ml	
unit	IV Stand, 4 hooks, Adjustable Stainless Steel Infusion Stand with Wheels	
roll	kernmantle rope 50 meters (11 mm)	
piece	King Lyre (66.5 x 53cm) 1.1cm bar thickness (min.)	
piece	KOREAN STYLE POLYESTER THICK JACQUARD CURTAINS FOR OFFICE WINDOW (color: COFFEE, MOCA)	
box	Laminating film (100s, 303 x 426mn/ A3, 125 microns)	
unit	Laminating Machine, HEAVY duty A4 4rollers, reverse/forward function, 9", 480mm/min speed	
unit	LAMINATOR MACHINE, heavy duty (A3) 13" 4 rollers, 480mm/min speed	
	piece unit piece piece unit unit gallon pack unit unit can unit can unit piece piece box unit	5 speed control, thermal fuse protectedpieceHeavy duty non-stick pan w/lid (12"-14")unitHeavy duty rice cooker (30 cups)pieceHi-Viz Safety Reflector Vest (Color Orange), standard size-56cm heightpieceHOLLOWBLOCK (CHB) 4"unitHOSPITAL BED 2 CRANKS (with table) Heavy Duty, with IV pole, table and leatherette foamunitHOSPITAL BEDSIDE TABLE (heavy duty) (47cm x 47cm x 76 cm) (min.)gallonHydrogen Peroxide (2.5 L)packID LAMINATING 70mmx100mmx125micronsunitINDUSTRIAL EXTENSION WHEEL 25 METER CORD Length 10A 250VunitINSECTICIDE, 300mlunitIV Stand, 4 hooks, Adjustable Stainless Steel Infusion Stand with Wheelsrollkernmantle rope 50 meters (11 mm)pieceKOREAN STYLE POLYESTER THICK JACQUARD CURTAINS FOR OFFICE WINDOW (color: COFFEE, MOCA)boxLaminating film (100s, 303 x 426mn/ A3, 125 microns)unitLAMINATOR MACHINE, heavy duty (A3) 13" 4

3	unit	LIGHT GRAY OFFICE TABLE, HIGHEND WORKING DESK FRESS TANDING TABLE, COMPUTER TABLE, STAFF DESK, 120cm (120w x 70d x 75h cm) (min.)	
1	unit	LIGHT REFLECTOR FOR STUDIO (100 x 150 cm portable foldable eliptical multi-disk reflector)	
5	piece	LIGHT-EMITTING DIODE (LED) LIGHT BULB, 7 watts	
4	pack	long balloon green (100pcs/pack)	
4	pack	Long balloon white (100pcs/pack)	
4	pack	long balloon yellow (100pcs/pack)	
1	unit	LPG Gas regulator with hose, heavyduty anti- look feature w/ 2 meters stainless steel hose	
1	unit	LPG GAS tank (11kg)	
1	piece	Mattress bed pad (queen size)	
3	unit	METAL LONG ARM STAPLER 12" (staples: No. 35 (26/6), No. 3 (24/6), throat depth 300mm, 100 staples capacity)	
1	bottle	Methyl Red 125 ml	
1	unit	MICROPHONE BLIMP WINDSHIELD SUSPENSION SYSTEM WITH XLR CABLE for 20-22mm diameter microphones for camcorder	
1	unit	MICROPHONE STAND, HIGH QUALITY HEAVY DUTY ADJUSTABLE COLLAPSIBLE BOOM MIC STANDS PHONE STAND, ADJUSTABLE 75- 125CM, (8.5 X 7X 75CM)	
1	unit	MIKE POLE SIMULTANANEOUS RECORDING MICROPHONE BOOM, 300 x 3.5 cm (min.) aluminum alloy, screw teeth 3/8, tube diameter: 1.6cm (min.)	
1	piece	Military Police Plastic Helmet (color white) one size fit up to 62cm head	
1	bottle	Millon's Reagent (500ml)	
2	unit	MODEM WIFI WITH 10GB DATA AND ANTENNA	

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63	piece	Mono block chairs (white), classic, armless	
80	piece	MONOBLOC CHAIR, beige, classic, armless	
4	unit	MONOBLOC TABLE, beige, heavy duty 24x36"	
23	piece	Monoblock chair cover - white, ordinary	
1	piece	Mop with bucket & squeezer, heavy commercial, 36L	
1	piece	MOPHANDLE, heavy duty, wooden (118x2cm) min.	
3	piece	Multi-insects killer spray, water - based, 500ml	
5	unit	MULTIMEDIA PROJECTOR, 4000 min ANSI Lumens with Projection Screen portable (70" x 70") (1024x768 pixels)	
7	meter	Mylar Insulating Film, Fish Paper with mylar # 010	
1	piece	OFFICE DOOR, wood, 80 x 120cm	
1	unit	OFFICE TABLE (wooden) MDF (L120 x W60 x H76 cm) (min.)	
1	unit	Office Table, Standard Size, laminated Wooden (120cm x 60cm x 75cm)	
1	unit	OXYGEN TANK with Regulator (50lbs)	
1	piece	PAINT BRUSH #3	
2	piece	PAINT BRUSH #4	
2	gallon	PAINT ENAMEL	
3	gallon	PAINT LATEX	
1	gallon	PAINT THINNER	
6	piece	Pen Ballpen Organizer, Multipurpose, 3-in-1, black	
9	piece	PHILIPPINE NATIONAL FLAG (4x6ft), cotton	
1	piece	Pillow-white (20"x36")	
2	piece	Plain white sheets/bedsheets (96"x102")	
1	dozen	PLATE, melamine, 10"	
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1	piece	PLYWOOD #1/2	
3	piece	PLYWOOD, Marine #1	
3	unit	PORTABLE LAPEL MICROPHONE MINI VOICE AMPLIFIER MEGAPHONE PORTABLE with Siren 10w	
1	unit	Portable Mobile Trolley Bluetooth Speaker (2000W) (with 2 mics) (12" Woofer x 2) rechargeable	
2	unit	PORTABLE PARTY SPEAKER WITH 160W POWERFUL SOUND, BUILT-IN LIGHT AND splashproof, 45 H2-20KHz (-6dB), (11.6" x 22.4" x 11.8") (min.)	
1	unit	Pressurized Tank 50lbs with Regulator	
12	unit	PRINTER 5-in-1, Multifunction (Printer, Scanner, Multiicopies Photocopier, long size), ink tank type	
7	bundle	Rags, all cotton, round 8"	
30	piece	Ramekins (6oz)	
3	unit	REAM CUTTER (A3/A4) SIZE HEAVY DUTY PAPER CUTTER TRIMMER PAPER, rotary, cutting length, 460mm, 10 sheets capacity (L 220mm W626mm) (min.)	
3	piece	Rectangular table- foldable (8-10 seaters)	
3	unit	Refrigerator (8.6cu Ft.2door top mount freezer direct cool inverter)	
1	unit	Rice cooker (20cups)	
1	unit	Rice Cooker, 10 Cups	
1	unit	RICE COOKER, 8 Cups	
1	unit	RING LIGHT 18" WITH PADDED BAG SET, 480 pc LED Light, 48W, 24V, 3200k-6400k color temperature (min.)	
15	piece	RISO MF/SF DRUM A3 TONER	
5	piece	ROTC Responders plastic helmet (color red) ABS Material, 29.2 cm x 23cm (min.)	
5	piece	Round table-foldable ( 6-8 seaters)	

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1	set	Sala Set with Center Table, L 39.25" x W21.75") Complete Accessories, modular, leatherette/wood	
1	unit	SALA SET, L-shape 85" x 92" with Center Table (CHOLOLATE BROWN) (L39.25" x W21.75")	
1	roll	Satin Cloth - Black (100m)	
1	roll	Satin Cloth - Gold (100m)	
1	roll	Satin Cloth - Gray (100m)	
7	meter	Satin cloth ( Golden Yellow)	
6	meter	Satin cloth (Black)	
7	meter	Satin cloth (Blue)	
9	meter	Satin cloth (green)	
7	meter	Satin cloth (White)	
5	unit	SDXC UHS-1 MEMORY CARD C10 U3 V30 (for camera), 256GB	
1	unit	SLATE LARGE SIZE MOVIE CLAPPER TWILL MODEL, slat, black wallnut, high quality acrylic board, 28cm x 24cm (min.)	
2	piece	Snare Drum with harness and sticks, 14" x 12" min	
1	bottle	sodium bicarbonate (500 grams)	
1	bottle	Sodium Carbonate (500 grams)	
1	bottle	Sodium Chloride (500 grams)	
1	unit	Sofa set, 3 seater+2 seater with Ottoman, earth color	
2	unit	SPEAKER PORTABLE BOX, 19V 3A (8odB A - weighted, o to 9 dBm, 2402 MHz to 2480MHz, upto 8 hours playing time, rechargeable battery)	
1	unit	SPEAKER STUDIO MONITOR 1-INCH SILK DOME TWEETER AND 4-INCH DIAPHRAGM WOOFERS (42w, RMS) TRS, RCA, Aux Advance DSP Technology Dual Mode - Monitor and Music	

1	piece	Spine Board with strap belt with head immobilizer for rescue, supports up to 159kg	
2	dozen	SPOON STAINLESS (SET), thick steel plate, durable, one - piece molding	
1	dozen	SPOON and FORK, stainless, set, thick steel plate, durable, high quality	
1	unit	STABILIZER (handle 3 Allai Position 1/4 Interface 2 Cold Shoe Holder Mount) (D)	
1	unit	STABILIZER (smartphone Mobile (platinum Gray) hand grip mount metal camera top handle	
1	unit	STABILIZER, camera, vertical shooting 1.4" Full Color, valid payload: 600g-6500g	
3	piece	Stainless mixing bowl - Large/5 quarts	
7	piece	Stainless mixing bowl - Medium/4 quarts	
7	piece	Stainless mixing bowl- Small/2quarts	
3	piece	Stainless serving fork, 24 x 5cm, min.	
7	piece	Stainless serving spoon,m 24.2 x 5.5cm, min.	
1	piece	Standard Bb trumpet brass material nickle plated wind with Mouthpiece, Approx. 54.5 x 12.3cm, 1000 grams (min.)	
1	piece	Standard Hard Seat Wheelchair, seat width (46cm), 100kgs weight capacity (93x28x95cm) (min.)	
1	gallon	Starch Solution, 1%	
10	unit	STEEL CABINET, Aparador Type with glass cover, 900 x 400mm	
7	box	Steel pins (20 pads/box)	
1	piece	Storage Box (Color White, 120 Liter)	
1	unit	STUDIO PHOTOGRAPHY LIGHT KIT SOFTBOX LIGHTNING SET WITH 85W 2800K-5700K Bi- COLOR	
1	gallon	Sulfuric Acid (2.5 liter)	
1	1		

7	unit	SWIVEL CHAIR W/ PULLY ARMREST (STEEL/ ALUMINUM ALLOY (70x48x125cm) min.	
1	unit	Tape measure fiberglass, 100m	
1	piece	TAPE MEASURE, 300cm, 120 inches, double scale soft tape	
1	set	TEASPOON, Stainless Steel High Grade Premium, 12 pieces	
2	unit	TENT, waterproof canopy, 10 x 15ft	
39	piece	Thick stainless dinner fork, silver (4pcs/set)	
39	piece	Thick stainless dinner spoon, silver (4pcs/set)	
20	box	Thumbtacks, 30 grams	
3	kilo	TIE WIRE #16 gauge	
3	unit	Toilet Paper Holder, Wall Mounted Toilet Roll Dispenser Waterproof Self Adhesive Tissue Box	
46	pack	TOILET TISSUE PAPER, 2 ply, 12 rolls	
7	piece	TRASH BIN (BIG), 20L capacity	
7	piece	TRASH BIN (comfort room), 8L capacity	
2	piece	TRASH BIN with WHEELS (big), 150L capacity	
23	roll	TRASHBAG XL SIZE, 10pcs	
3	pack/roll	TRASHBAG, Large size, 10pcs	
42	pack/roll	TRASHBAG, XXL size, 10pcs	
3	piece	Triple marching drums with harness (8", 10" and 12" size)	
1	unit	TRIPOD + Video Head (Aluminum 3 Section Video Tripod)	
6	unit	UNINTERRUPTIBLE POWER SUPPLY (UPS), 650VA/455 watts	
1	piece	Wall clock heavy duty 12"	
4	piece	WASTEBASKET, open trash bin, small	

8	unit	Water Dispenser (Hot & Cold) bottom load, free standing, composser type cooling, hot water safety lock	
39	piece	Water Goblet 14 oz	
11	piece	Wet wipes, 8osheets	
6	unit	WHITE BOARD 4x4	
1	set	Wooden dessert rack (set) (10pcs/set) no varnish	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Signature Over Printed Name of Authorized Representative

Date

# Section VIII. Checklist of Technical and Financial Documents

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

#### Class "A" Documents

<u>Legal Documents</u>

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); And
- (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) having completed within five (5) years 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;

<u>or</u>

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);

<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;

<u>or</u>

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.

### II. FINANCIAL COMPONENT ENVELOPE (5 sets)

- (a) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- (b) Original of duly signed and accomplished Price Schedule(s).

## Section VIII. Bidding Forms



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

**Business Name** 

me :\_\_\_\_\_ dress :

**Business Address** 

Name of Contract/ Project Cost	a.Owner's Name		Bidder's Role		a Date Awarded	% of Accomplishment		Value of Outstanding
	b.Address c.Telephone Nos.	Nature of Work	Description	%	b.Date Started c.Date of Completion	Planned	Actual	Works/ Undelivered Portion
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Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate "No ongoing contracts" or "None" or "Not Applicable (N/A)" under the Column for Name of Contract (first column from left)

This statement shall be supported with:

1 Notice of Award and/or Contract/ P. O

2 Notice to Proceed issued by the owner

Submitted by: Printed Name and Signature of Authorized Representative

Designation: \_\_\_\_\_ Date: \_\_\_\_\_



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Annex 2

#### STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT (SLCC)

**Business Name** 

Business Address

	a. Owner's Name		Bidder's Role		a. Amount at Award	a. Date Awarded b. Contract	
Name of Contract	b. Address c. Telephone Nos.	Nature of Work	Description	%	b. Amount at Completion c Duration	Effectivity Date Completed c. Contract Performance certified by End User	
Government	1	6	i		1		
i.		<u>(</u>			š. š		
Private		8					
THAT							

Note: The bidder shall be able to support this statement with:

Duly signed Contracts/Purchase Orders (POs)/ Agreements/Memoranda of Agreement (MOA)/ Notices of Award (NOA)/ Job Orders or Notices to Proceed (NTP) with the corresponding

Certificates of Completion of Delivery (CCDs)/ Certificates of Final Acceptance (CFAs)/duly signed Delivery Receipts (DRs), or duly accomplished Inspection and Acceptance Reports (IARs)

Submitted by: \_\_\_\_\_\_ (Printed Name and Signature)

Designation: \_\_\_\_\_ Date: \_\_\_\_\_ Date:



#### **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES) CITY OF \_\_\_\_\_\_) S.S.

#### BID SECURING DECLARATION Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

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



#### Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES ) CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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



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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant



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Annex 5

#### NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

	18	Year 20
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	2
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC =P

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative Date:

NOTE: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.



#### JOINT VENTURE AGREEMENT FORM

#### KNOW ALL MEN BY THESE PRESENTS:

1	That	this	JOINT	VENT	URE AG	GREEM	ENT	is en	itered i	nto by	and bet	ween
(a			,	of	legal	age,	(civi	l sta	<u>atus),</u> and		proprietor resident	of of
					;				and	8	resident	01
						-and-						
								(civil	status)	, owne	r/proprieto	r of
2					and	a reside	nt of	0.4	- 22	\$2	1990-0000	10.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the <u>(Name of the Procuring Entity)</u>.

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that \_\_\_\_\_\_\_ and/or \_\_\_\_\_\_\_ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

SIGNED IN THE PRESENCE OF:

Witness

Witness



#### REPUBLIC OF THE PHILIPPINES) S.S. PAGADIAN CITY )

#### ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Pagadian City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared:

	GOVERNMEN IDENTIFICAT		
Name	Number	Issued on	Issued at
	2	6 <del></del>	
	· · · · · · · · · · · · · · · · · · ·		1

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC Until December 31, 20\_\_\_

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Annex 7

#### Bid Form for the Procurement of Goods [shall be submitted with the Bid]

#### **BID FORM**

Date : \_\_\_\_\_
Project Identification No. : \_\_\_\_\_

#### To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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



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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of:

Date: \_\_\_\_\_



### Price Schedule for Goods Offered from Within the Philippines

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

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of:



#### Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No.\_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
ltem	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
Total	32 32				6 7		-	

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of:

