PHILIPPINE BIDDING DOCUMENTS

Public Bidding for the Procurement of Semi-Expendable Furniture and Fixture IB no. 2025-PB-09

Government of the Republic of the Philippines

Sixth Edition July 2020

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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.

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- 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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Table of Contents

Gloss	ary of Acronyms, Terms, and Abbreviations	5
Section	on I. Invitation to Bid	8
Section	on II. Instructions to Bidders	13
1.	Scope of Bid	14
2.	Funding Information	
3⋅	Bidding Requirements	14
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	14
5.	Eligible Bidders	
6.	Origin of Goods	15
7.	Subcontracts	
8.	Pre-Bid Conference	
9.	Clarification and Amendment of Bidding Documents	16
10.	Documents comprising the Bid: Eligibility and Technical Components	16
11.	Documents comprising the Bid: Financial Component	16
12.	Bid Prices	17
13.	Bid and Payment Currencies	1
14.	Bid Security	18
15.	Sealing and Marking of Bids	
16.	Deadline for Submission of Bids	18
17.	Opening and Preliminary Examination of Bids	18
18.	Domestic Preference	19
19.	Detailed Evaluation and Comparison of Bids	19
20.	Post-Qualification	20
21.	Signing of the Contract	
Sectio	n III. Bid Data Sheet	21
Sectio	n IV. General Conditions of Contract	
1.	Scope of Contract	26
2.	Advance Payment and Terms of Payment	26
3⋅	Performance Security	26
4.	Inspection and Tests	26
5.	Warranty	27
6.	Liability of the Supplier	27
Sectio	n V. Special Conditions of Contract	
Sectio	n VI. Schedule of Requirements	33
	n VII. Technical Specifications	
Sectio	n VIII. Checklist of Technical and Financial Documents	49

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."

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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])

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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.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

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Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
PhilHealth Regional Office IV-A

Q Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City
 (042) 373-7554 ⊕www.philhealth.gov.ph
 IPhilHealthRegion4A X teamphilhealth

INVITATION TO BID

FOR

Public Bidding for the Procurement of Semi-Expendable Furniture and Fixture IB no. 2025-PB-09

1. The PhilHealth Regional Office IVA (PRO-IVA), through the Corporate Operating Budget (COB) 2025 and Approved Budget for the Contract (ABC) intends to apply the sum of Two Million Three Hundred Three Thousand Two Hundred Ninety Pesos only († 2,303,290.00) being the ABC to payments under the contract for the Public Bidding for the Procurement of Semi-Expendable Furniture and Fixture. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item Number	Quantity	Unit	ABC
	LOT 1		
1.	Clerical Chair for JG 10 (SG 17) and below	55	231,000.00
2.	Junior Executive Chair for JG 11 -12 (SG 18-23)	6	31,500.00
3.	Junior Executive Chair for JG 12-13 (SG 24-25) and LHIO Heads	2	11,760.00
4.	Visitor's Chair for JG 12-13 (SG 24-25) and LHIO Heads	2	7,770.00
5.	Frontliner's Chair for LHIO	16	68,800.00
6.	Chair for Training	40	72,000.00
7.	Chair: Conference Chair	8	37,600.00
		TOTAL	460,430.00
	LOT 2		
1.	Clerical Table for JG 10 (SG 17) and below	71	1,157,300.00
2.	Junior Executive Table for JG 11 to 12 (SG 18 to 23)	5	86,000.00
		TOTAL	1,243,300.00
	LOT 3	•	
1.	Cabinet: Display Cabinet	1	4,000.00
2.	Cabinet: Mobile Pedestal	1	3,360.00
3₊	Filing Steel Cabinet: Lateral Steel Cabinet, 3-drawer filing cabinet	1	14,000.00
4.	Filing Steel Cabinet: Steel Drawer, 4-drawer	12	100,800.00
5∙	Locker: 12-Door Storage Locker	3	45,300.00
6.	Steel Open Shelves/Steel Rack	20	136,500.00
		TOTAL	303,960.00
<u> </u>	LOT 4		
1.	Barrier Pole / Post Crowd Control Barrier	5	10,000.00
2.	Chair: Gang Chair	34	285,600.00
		TOTAL	295,600.00
	Total ABC		2,303,290.00





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- 2. The PhilHealth Regional Office IVA (PRO-IVA) now invites bids for the above Procurement Project. Delivery of the Goods is required **60 DAYS** from receipt of Notice to Proceed. Bidders should have completed, within 3 years (May 19, 2022 to May 18, 2025) from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Prospective Bidders are reminded of compliance to GPPB Resolution No. 16-2020.
- 4. Prospective Bidders may obtain further information from PhilHealth Regional Office IVA (PRO-IVA) and inspect the Bidding Documents at the address given below during working days at 8:00 am to 5:00 pm.
- A complete set of Bidding Documents may be acquired by interested Bidders on April 16 to May 19, 2025, until 9:30 AM from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of P500.00 for Lot 1, P1,200.00 for Lot 2, P500.00 for Lot 3 and P500.00 for Lot 4. The Procuring Entity shall allow the bidder to present its proof of payment for the fees thru any of the following:

A. Presented in Person

B. Bank deposit following the conditions hereunder:

Deposit shall only be in a form of Cash or Manager's Check; Deposit shall be made on or before May 16, 2025 (last working day before Opening of Bid). Likewise, deposit of payment shall be made before the bank's cut-off time or 11am. Bank details shall be provided to the bidder upon expression of their interest to use this manner of payment;

 Bank validated deposit slip shall be sent to the official email of PRO IVA BAC (bac.pro4a@philhealth.gov.ph) for validation purposes of our Fund

Management Section (FMS);

Interested bidder shall make sure that PRO IVA BAC, thru its Secretariat,

is immediately informed of the payment made;

• PhilHealth Official Receipt (POR) shall be issued within the payment date provided that the above requirements were met. It is the responsibility of the bidder to pick-up the original copy of the official receipt of the bidding documents. Sending it thru courier in favor of the bidder is not the responsibility of the BAC. A copy of POR shall be sent to the bidder thru email the soonest possible time it becomes available.

C. Online Payment Facility following the conditions hereunder:

• Transfer of Fund shall be made on or before May 16, 2025 (last working day before Opening of Bid). Likewise, it shall be made before 11am. Bank details shall be provided to the bidder upon expression of their interest to use this manner of payment;

Confirmation Slip for transfer of fund shall be sent to the official email of PRO IVA BAC (bac.pro4a@philhealth.gov.ph) for validation

purposes of our Fund Management Section (FMS);

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 Interested bidder shall make sure that PRO IVA BAC, thru its Secretariat, is immediately informed of the payment made;

 PhilHealth Official Receipt (POR) shall be issued within the payment date provided that the above requirements were met. It is the responsibility of the bidder to pick-up the original copy of the official receipt of the bidding documents. Sending it thru courier in favor of the bidder is not the responsibility of the BAC. A copy of POR shall be sent to the bidder thru email the soonest possible time it becomes available.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than May 19, 2025, 9:30 a.m.

- 6. The PhilHealth Regional Office IVA (PRO-IVA) will hold a Pre-Bid Conference on April 25, 2025, 9:30 a.m. at PRO IVA Main Office Conference Room and/or through video conferencing or webcasting Microsoft Teams, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat-manual submission at the office address indicated below on or before May 19, 2025, 9:30 a.m. 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 19, 2025, 9:30 a.m. at the given address below and/or via Microsoft Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Bidders who have acquired the bidding documents and have submitted their bid proposal prior to the scheduled deadline of submission of bids and Opening of Bid may inform the BAC Secretariat if they want to participate thru online using MS Teams platform.
- 11. The official time clock shall be the clock located at the lobby of PRO IVA Main Office following the Philippine Standard Time (PST).
- 12. The PhilHealth Regional Office IVA (PRO IVA) 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.

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May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

For further information, please refer to: 13.

PRO IVA SBAC

Lucena Grand Central Terminal Brgy. Ilayang Dupay Lucena City

Email Address: bac.pro4a@philhealth.gov.ph Tel. No.: (042) 373-7782

Fax No.: (042) 373-7056

14.

You may visit the following websites: For downloading of Bidding Documents: <u>www.philhealth.gov.ph</u>

Date of Issue: April 17, 2025

> ATTY. JIANDRA CARMELA P. PANGANIBAN PRO IVA BAO Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

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1. Scope of Bid

The Procuring Entity, from PhilHealth Regional Office IVA (PRO-IVA) wishes to receive Bids for the Public Bidding for the Procurement of Semi-Expendable Furniture and Fixture, with identification number 2025-PB-09.

The Procurement Project (referred to herein as "Project") is composed of four (4) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2025 in the amount of Two Million Three Hundred Three Thousand Two Hundred Ninety Pesos only († 2,303,290.00).
- 2.2. The source of funding is GOCC and GFIs, the Corporate Operating Budget.

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.

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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 a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 for the procurement of Non-expendable Supplies and Services: 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.

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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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within 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 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

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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 Declaration² 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 September 15, 2025. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

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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.

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 may be. 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 follow:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

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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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

21. Signing of the Contract

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**.

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Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

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Clause								
5.3	For this p	ourpose, contracts similar to the P	roject sha	ll be:				
	Bio Pr	Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.						
	1	ior to the deadline for the submiss		-				
	wa in	r Goods, the relevant period or done is completed; end user's acceptant voice issued for the contract, esolution No. 16-2020 6.1.k.	nce or offi	cial receipt(s) or sales				
7.1	Subcontr	acting is not allowed.						
11.3	Two Hu	l ABC is Two Million Three ndred Ninety Pesos only (Parovided with own ABC.						
	ITEM NO	ITEMS	UNIT	ABC				
		LOT 1						
	1.	Clerical Chair for JG 10 (SG 17) and below	55	231,000.00				
	2.	Junior Executive Chair for JG 11 - 12 (SG 18-23)	6	31,500.00				
	3.	Junior Executive Chair for JG 12- 13 (SG 24-25) and LHIO Heads	2	11,760.00				
	4.	Visitor's Chair for JG 12-13 (SG 24-25) and LHIO Heads	2	7,770.00				
	8.	Frontliner's Chair for LHIO	16	68,800.00				
	5.	Chair for Training	40	72,000.00				
	6.	Chair: Conference Chair	8	37,600.00				
	11	I OT -	TOTAL	460,430.00				
	1.	Clerical Table for JG 10 (SG 17) and below	71	1,157,300.00				
	2.	Junior Executive Table for JG 11 to 12 (SG 18 to 23)	5	86,000.00				
			TOTAL	1,243,300.00				
		LOT 3	<u> </u>					
	1.	Cabinet: Display Cabinet	1	4,000.00				
	2.	Cabinet: Mobile Pedestal	1	3,360.00				
	3.	Filing Steel Cabinet: Lateral Steel Cabinet, 3-drawer filing cabinet	1	14,000.00				
	4.	Filing Steel Cabinet: Steel Drawer, 4-drawer	12	100,800.00				
1	5.			45,300.00				



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	6.	Steel Open Shelves/Steel Ra		136,500.00
		<u> </u>	TOTAL	303,960.00
			LOT 4	
į	1.	Barrier Pole / Post Crowd Control Barrier	5	10,000.00
	2,	Chair: Gang Chair	34	285,600.00
			TOTAL	295,600.00
		Total ABC		2,303,290.00
	any item	with financial component of in the lot shall not be accept	pted.	
12	The pric	e of the Goods shall be quo ional Commercial Terms (I	oted DDP Philipp NCOTERMS) for	ines or the applicable this Project.
14.1		security shall be in the form llowing forms and amounts		ng Declaration, or any
		cashier's /manager's check issued by a Universal or Commercial Bank; b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	the insurance Commissio n authorized to issue said security specific for the project [at least Five Percent (5%) of the	(Bidding Forms) [No percentage required]
		[at least Two Percent (2%) of the ABCl		

	1	₱ 9,208.60	₱ 23,021.50	-				
	2	₱ 24,866.00	₹ 62,165.00	No amount				
	3	₱ 6,079.20	₱ 15,198 . 00	required.				
	4	₱ 5,912.00	₱ 14,780 . 00					
15	Bidders shall submit at least one copy of both Technical and Financial Components properly labelled as Original. The bidder may submit additional copy/ies of the Technical and Financial Components properly labelled as Copy 1 and Copy 2.							
19.3	Refer to the T	echnical Specification	ns.					
19.5	Prospective Bidders are reminded of compliance to GPPB Resolution No. 16-2020.							
20	Note:							
	1. BIR Certificate of Registration (BIR F 2303)							
	2. The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission or annual income tax return for CY 2025 (whichever is applicable based on registered activities indicated in BIR F 2303)							
	3. Proof of PhilHealth Remittance for March 2025.							
	4. Submission of valid ANSI-BIFMA Certificate or equivalent document.							

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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

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

6. Liability of the Supplier

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

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

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Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

Delivery and Documents –
For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
[For Goods supplied from abroad:] "The delivery terms applicable to the Contract are DDP delivered to PhilHealth Regional Office IVA, Philippines in accordance with INCOTERMS."
[For Goods supplied from within the Philippines:] "The delivery terms applicable to this Contract are delivered to PhilHealth Regional Office IVA, Philippines. 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 Services 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:
CECILIA I. PUREZA Administrative Officer III PhilHealth Regional Office IVA (PRO IVA) Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City
CAROLINE F. RAFA Administrative Officer I Calamba PhilHealth Local Insurance Office (LHIO) GF CMC Annex Bldg, Crossing National Highway, Brgy Real, Calamba City
ROLDAN L. EVANGELISTA Administrative Officer I Dasmariñas PhilHealth Local Insurance Office (LHIO) Second Floor, Central Mall Annex, Aguinaldo Highway, Salitran II, Dasmariñas Cavite
MARIVETH ALCALA Administrative Officer I San Pablo PhilHealth Local Insurance Office (LHIO) Cosico Avenue Brgy. Del Remedio, San Pablo City, Laguna

ROWENA CONCEPCION L. NAPABIT

Administrative Officer I

Trece Martires Cavite PhilHealth Local Insurance Office (LHIO) One FS Building, Governor's Drive, Brgy. Hugo Perez, Trece Martires City, Cavite

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;

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

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

- 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.

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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

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

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	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.
2.2	Partial payment is not allowed.
	Payment shall be made within thirty (30) days after complete delivery to and acceptance by PHILHEALTH and upon submission of winning bidder of the STATEMENT OF BILLING ACCOUNT and other documentary requirements as may be required by PHILHEALTH.
4	The inspections and tests that will be conducted are:
	Visual, physical inspection and actual testing shall be done by the Procuring Entity to verify that delivered item/s is/are of good quality and in conformity to the Contract specification.
5.1	Warranty
	The obligation for the warranty shall be covered by either Retention Money equivalent to 5% or a special bank guarantee equivalent to 5% of the total Contract Price and shall only be released after the lapse of the warranty period.
	The warranty period for each item/good is stated in Section VI. Schedule of Requirements and Section VII. Technical Specifications.

Section VI. Schedule of Requirements

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

Item Number	Description	Unit	Quantit	Delivered, Weeks/Months		
LOT 1						
1.	Clerical Chair for JG 10 (SG 17) and below	unit	55	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 16 units LHIO Calamba City, Laguna 10 units LHIO Dasmariñas City, Cavite 13 units LHIO Trece Martires City, Cavite 16 units PRO IVA Main Office Lucena City		
2.	Junior Executive Chair for JG 11 -12 (SG 18-23)	unit	6	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 6 units PRO IVA Main Office Lucena City		
3.	Junior Executive Chair for JG 12-13 (SG 24- 25) and LHIO Heads	unit	2	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 1 unit PRO IVA Main Office Lucena City 1 unit LHIO Trece Martires City, Cavite		
4.	Visitor's Chair for JG 12-13 (SG 24- 25) and LHIO Heads	unit	2	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 2 units LHIO Lucena City, Quezon		
5.	Frontliner's Chair for	unit	16	Delivery Period: 60 days upon receipt of Notice to Proceed		

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	LHIO, Tilting			and/or Purchase Order
	backrest			
				Warranty: at least 6 months
				Area of Delivery 10 units LHIO Calamba City, Laguna 6 units LHIO Dasmarinas City Cavite
6.	Chair for Training	unit	40	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 10 units LHIO San Pablo City, Laguna 20 units LHIO Calamba City, Laguna 10 units LHIO Dasmarinas City Cavite
7.	CHAIR: Conference Chair	unit	8	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 8 units PRO IVA Main Office Lucena City
		-	Ī	OT 2
1.	Clerical Table for JG 10 (SG 17) and below	unit	71	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months
			,-	Area of Delivery 68 units PRO IVA Main Office Lucena City 3 units LHIO Lucena City, Quezon
2.	Junior Executive Table for JG 11 to 12 (SG	unit	5	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order
	18 to 23)	unit	o 	Warranty: at least 6 months Area of Delivery 5 units PRO IVA Main Office Lucena City
			LO	Т3
	CABINET:			Delivery Period:
1.	Display Cabinet	unit	1	60 days upon receipt of Notice to Proceed and/or Purchase Order

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				Warranty: at least 6 months Area of Delivery 1 unit PRO IVA Main Office Lucena City
2.	CABINET: Mobile Pedestal	unit	1	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 1 unit LHIO Dasmariñas City, Cavite
3.	FILING STEEL CABINET: Lateral Steel Cabinet, 3- drawer filing cabinet	unit	1	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 1 unit PRO IVA Main Office Lucena City
4.	FILING STEEL CABINET: Steel Drawer, 4-drawer	unit	12	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 8 units PRO IVA Main Office Lucena City 4 units LHIO Dasmariñas City, Cavite
5•	Locker; 12- Door Storage Locker	unit	3	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 2 units LHIO Dasmariñas, Cavite 1 unit LHIO Lucena City Quezon
6.	Steel Open Shelves/Steel Rack	unit	20	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months

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				Area of Delivery 20 units PRO IVA Main Office			
	LOT 4						
1.	BARRIER POLE/ POST CROWD CONTROL BARRIER	unit	5	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 5 units LHIO San Pablo City, Laguna			
2.	CHAIR: Gang Chair	unit	34	Delivery Period: 60 days upon receipt of Notice to Proceed and/or Purchase Order Warranty: at least 6 months Area of Delivery 6 units LHIO Lucena City, Quezon 12 units LHIO San Pablo City Laguna 12 units LHIO Calamba City, Laguna 4 units LHIO Dasmarinas City, Cavite			

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Section VII. Technical **Specifications**

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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acceptable.

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

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

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

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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 subject to the applicable laws and issuances.]

Item	Specification	Statement of Compliance (Comply/ Not Comply)
	LOT 1	
	55 Units Clerical Chair for JG 10 (SG 17) and below	
	Ergonomic designed office chairs with armrest, adjustable seat height using gas-lift mechanism, with at least 50mm. thick seat and back cushion made up of high density foam in fully upholstered black fabric, 5-pronged nylon base on heavy duty nylon casters, backrest shall be bolted with the sit and not welded, can swivel 360 degrees, meets ANSI/BIFMA X5.1-2011 (American National Standard For Office Furnishing - General Purpose Office Chair) standards.	
1.	Minimum Dimensions: Overall height, 35"; seat size, 19"w x 17"d; back size, 19"w x 20"h; seat height, 15" Warranty: at least 6 months	
	Delivery: 16 units LHIO Calamba City, Laguna 10 units LHIO Dasmariñas City, Cavite 13 units LHIO Trece Martires City, Cavite 16 units PRO IVA Main Office Lucena City	

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Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Supplier's owns designs/products

6 units

Junior Executive Chair for JG 11-12 (SG 18-23)

Ergonomic designed office chairs with armrest, lockable rocking/tilting and adjustable seat height using gas-lift mechanism, with at least 50mm. thick seat and back cushion made up of high density foam in fully upholstered black fabric, 5-pronged polished aluminum base on nylon casters, backrest shall be bolted with the sit and not welded, can swivel 360 degrees, meets ANSI/BIFMA X5.1-2011 (American National Standard For office furnishing - General Purpose Office Chair) standards.

Minimum Dimensions: Overall height, 39"; seat size, 19"w x 17"d; back size, 19"w x 22"h; seat height, 17".

Warranty: at least 6 months

Delivery: 6 units PRO IVA Main Office Lucena City



Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Supplier's owns designs/products

2 units

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3.

Junior Executive Chair for JG 12-13 (SG 24-25) and LHIO Heads

Ergonomic designed office chairs with armrest, lockable rocking/tilting and adjustable seat height using gas-lift mechanism, with at least 50mm. thick seat and back cushion made up of high density foam in fully upholstered black fabric, 5- pronged polished aluminum base on nylon casters backrest shall be bolted with the sit and not welded, can swivel 360 degrees, meets ANSI/BIFMA X5.1-2011 (American National Standard For Office Furnishing - General Purpose Office Chair) standards.

Minimum Dimensions: Overall height, 42"; seat size, 19"w x 17"d; back size, 19"w x 25"h; seat height, 17".

Warranty: at least 6 months

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Delivery:

1 unit PRO IVA Main Office Lucena City 1 unit LHIO Trece Martires City, Cavite



Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Supplier's owns designs/products

2 units

Visitor's Chair for JG 12-13 (SG 24-25) and LHIO Heads

Visitor's chairs with the same design and material specification of Junior Executive Chair except its using a cantilever/sled base made of powder coated black tubular steel.

Minimum Dimensions: Overall height, 39"; seat size, 19"w x 17"d; back size, 19"w x 22"h; seat height, 17".

Warranty: at least 6 months

Delivery: 2 units LHIO Lucena City, Quezon

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Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Supplier's owns designs/products

16 units

Frontliner's Chair for LHIO, Tilting backrest

Material: PU Leather + Mesh Backrest + PVC Armrest and Base,

Color: FOREST GREEN - for coordination with supplier on availability

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	Features: Gas lift, Semi Reclining, 360 degree swivel, 5 post base for safety and stability	
[Minimum Dimensions:	
	Overall height, 35"; seat size, 19"w x 17"d; back size, 19"w x 20"h; seat	
1	height, 15".	
	100000000000000000000000000000000000000	
	Warranty: at least 6 months	
	Delivery: 2 units PRO IVA Main Office Lucena City	
	40 units	
	Chair for Training, without Armrest, plastic-stackable, chair set &	
	backrest injection molded polypropylene, gloss finish, round tubular	
	chair frame in chrome finish. Color: White	
6.	Warranty:	
	at least 6 months	
	Delivery:	
	10 units LHIO San Pablo City, Laguna	
	20 units LHIO Calamba City, Laguna	
	10 units LHIO Dasmarifias City Cavite	
	8 units	
	CHAIR: Conference Chair	
	Ergonomic designed chairs with armrest, lockable rocking/tilting and	
	adjustable seat height using gas-lift mechanism, with at least 50mm	
	thick seat cushion made up of high density foam in fully upholstered	
	black fabric, backrest made up of mesh fabric, 5-pronged nylon base	
	on heavy duty nylon casters, backrest shall be bolted with the sit and	
j	not welded, can swivel 360 degrees, meets ANSI/BIFMA X5.1-2011	
	American National Standard For Office Furnishing — General	
_	Purpose Office Chair) standards.	
7-	1 utpose Office Chair) standards.	
	Minimum Dimensions: Overall height, 35"; seat size, 19" W x 16" D;	
	back size, 19" W x 20" H; seat height, 15"	
İ		
	Warranty:	
	at least 6 months	
	D-12	
	Delivery:	
	8 units PRO IVA Main Office Lucena City	
	LOT 2	
 - 1	71 units	
	Clerical Table for JG 10 (SG 17) and below	
	Main desk: "L - SHAPE" at least 25mm. thick HDF board with light	
1.	gray HPL finish, post formed front with dark gray PVC/rubber edge	
İ	sidings and inner grommet, panel legs with adjustable glider footings	
	and 20mm, thick modesty panel.	
- 1	and zomm, thick modesty danel.	- 1
	Size: 1200mm.W x 600mm.D x 750mm.H.	1

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Slide table: Attached to main table using 25mm, thick HDF board with HPL finish in light gray finish, with three (3) side drawers with overall dimension of 400mm.Hx300mmW, post formed front and back with dark gray PVC/rubber edge sidings, panel leg with adjustable glider footings and 20mm. thick modesty panel. Size: 900mm.W x 450mm.D x 750mm.H.

Mobile Pedestal: Made of gauge No. 20 coled rolled steel sheets, powder-coated finish, color light gray, three drawer pull-out with replaceable central locking system, base shall have anti-tip supports (front and back), with nylon casters.

Size: W400mm X D560mm x H650mm.

Warranty: at least 6 months Delivery:

68 units PRO IVA Main Office Lucena City 3 units LHIO Lucena City, Quezon

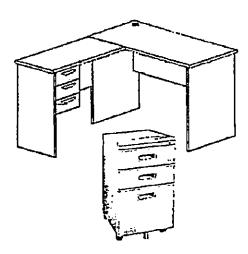


Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Supplier's owns designs/products

5 units

2.

Junior Executive Table for JG 11 to 12 (SG 18 to 23)

Main desk: "L-SHAPE" using at least 30mm. thick HDF board with light gray HPL finish, post formed front with dark gray PVC/rubber edge sidings and inner grommet, panel legs with adjustable glider footings and 20mm. thick modesty panel. Size: 1400mm.W x 700mm.D x 750mm.H.

Side table: Attached to main table using at least 30mm. thick HDF board with HPL finish in light gray finish, with three (3) side drawers with overall dimension of 400mm. Hx400mmW, post formed front

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and back with dark gray PVC/rubber edge slidings, panel leg with adjustable glider footings and 20mm. thick modesty panel.

Size: 900mm.W x 450mm.D x 750mm.H.

Mobile Pedestal: Made of gauge No. 20 cold rolled steel sheets, powder-coated finish, color light gray, three drawer pull-out with replaceable central locking system, base shall have anti-tip supports (front and back), with nylon casters.

Size: W400mm X D560mm x H650mm.

Warranty: at least 6 months

Delivery: 5 units PRO IVA Main Office Lucena City

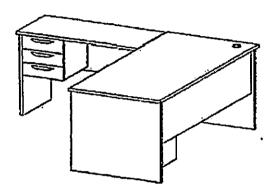


Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Supplier's owns designs/products

	LOT 3			
	1 unit CABINET: Display Cabinet, Tempered glass with melamine laminated on particle board top & bottom panel.			
1.	Dimension: 1080mm W x 927mm D x 1620mm H			
Warranty: at least 6 months				
	Delivery: 1 unit PRO IVA Main Office Lucena City			
2.	CABINET: Mobile Pedestal, made of gauge no.20 cold rolled steel sheets, powder-coated finish, color light gray, three-drawer pull-out with replaceable central locking system, base shall have anti-tip supports (front and back), with nylon caster			
	Size: W400mm X D560mm x H650mm			
	Warranty: at least 6 months			

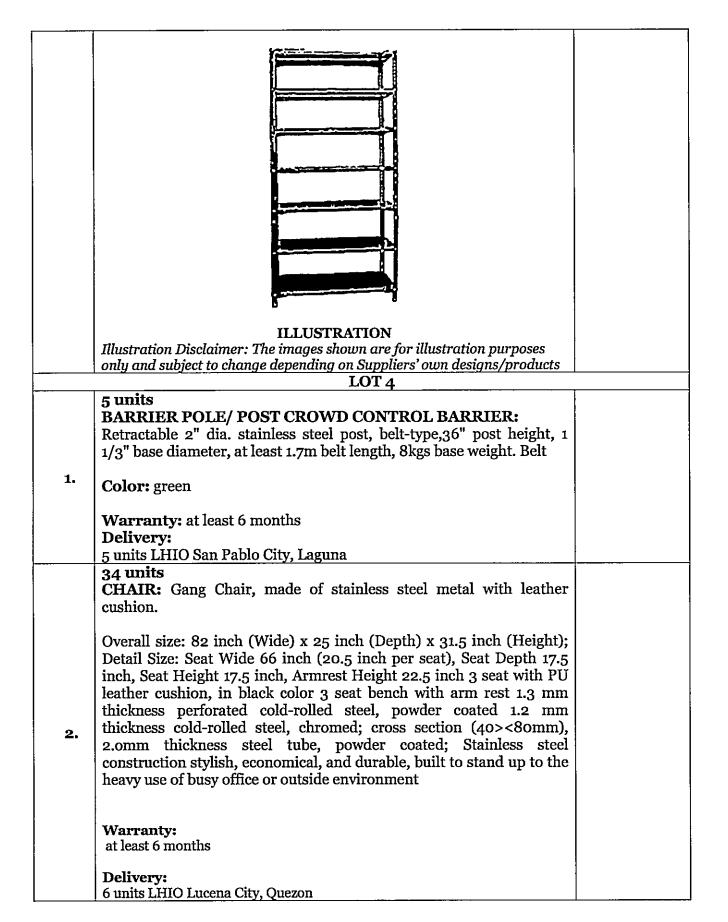
Delivery: 1 unit LHIO Dasmariñas City, Cavite ILLUSTRATION Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' own designs/products 1 unit FILING STEEL CABINET: Lateral steel Cabinet, 3-drawer filing cabinet, made of gauge No. 20 steel sheets, powder-coated color light gray finish, heavy duty bearings and rollers for smooth drawer operation, single lock system secures all drawers by centralized lock, with card holders and handles. Minimum dimension: 3 drawers: 40" H x 36" W x 18" D Warranty: at least 6 months **Delivery:** 1 unit PRO IVA Main Office Lucena City 3. **ILLUSTRATION** Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' own designs/products 12 units FILING STEEL CABINET: steel Drawer, 4-drawer filing cabinet. made of gauge No. 20 steel sheets, powder-coated color light gray finish, each drawer is equipped with a slotted-type file divider, heavy duty bearings and rollers for smooth drawer operation, fit for legal 4. size folders, all drawers shall be controlled by a centralized lock. detachable drawers, with handles and card holder. Minimum dimension: 52" H x 18" W x 28" D

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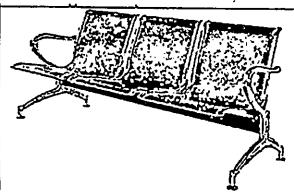
Warranty: at least 6 months Delivery: 8 units PRO IVA Main Office Lucena City 4 units LHIO Dasmariñas City, Cavite ILLUSTRATION Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' own designs/products 3 units Locker; 12-Door Storage Locker provides storage and security for multiple people, all-metal body, a key-lock mechanism, gauge 22 metal thickness, in light gray finish. **Dimension:** 900 x 400 x 1,850 mm (WDH) 5. Warranty: at least 6 months Delivery: 2 units LHIO Dasmariñas City, Cavite 1 unit LHIO Lucena City, Quezon 20 units Steel Open Shelves/Steel Rack Five (5) adjustable shelves plus One (1) top shelf bolted to slotted 1 1/2"x1 1/2"x2mm. Angular posts, all shelves shall be supported with corner plates for stability, shelves shall be gauge #20 with stiffeners welded beneath for inflexibility, anti-rust protection and powder coated in light gray finish. 6. Minimum dimension: 72"Hx36"Wx18"D. Note: Five (5) shelving's + top shelf is suitable for storage boxes with the dimension of +10 1/2"Hx11 1/2" D X15 1/2"W. Warranty: at least 6 months Delivery: 20 units PRO IVA Main Office



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12 units LHIO San Pablo City Laguna 12 units LHIO Calamba City, Laguna 4 units LHIO Dasmarifias City, Cavite



ILLUSTRATION

Illustration Disclaimer: The images shown are for illustration purposes only and subject to change depending on Suppliers' own designs/products

Delivery Period:

60 days upon receipt of Notice to Proceed and/or Purchase Order

Terms of Payment:

Payment shall be made 30 days upon complete delivery and submission of the required supporting documents, inspection and acceptance. The updated BIR Tax Clearance shall be presented by the winning bidder prior to final settlement of payment.

I hereby certify to comply with all the above Technical Specifications.

Name of Company/ Service Provider (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

 □ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the 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 certification issued by the Insurance Commission; or

Original copy of Notarized Bid Securing Declaration; and

- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- 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

 (g) 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

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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- (i) [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.

II. FINANCIAL COMPONENT ENVELOPE

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

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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:

- a. to deliver the services 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

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 agent Currency Commission or gratuity

> Signature 52

(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.

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 Abroad

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

For Goods Offered from Abroad

me of Bidder			BidderProject ID No			Page	_of	
1	2	3	4	5	6	7	8	9
Item I	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 P deliver DDI (col 4)
Name: _								
Legal Ca	apacity:							
Signatu	re:							
				for and behal				

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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

Name of Bidder					Proje	ect ID N	0	Page_	_of
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EX W per item	Transportatio n and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7 + 8)	Total Price delivered Final Destinatio n (col 9) x (col 4)
Name:									
Legal Capacity:									
Signature:									
Duly authorized to sign the Bid for and behalf of:									

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Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

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Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____day of _____20_between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- iii. Performance Security:
- iv. Notice of Award of Contract; and the Bidder's conforme thereto;

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and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs.

 Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Name of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the abovementioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal

[Insert Signatory's Legal Capacity]

Capacity]

for:

for:

[Insert Name of

Supplier]

[Insert Procuring Entity]

<u>Acknowledgment</u>

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPI	NES)
CITY/MUNICIPALITY OF	_) S.S.

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information

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provided therein are true and correct;

- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents:
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act



No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this_	day of	, 20	_at
, Philippines.			

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPI	NES)
CITY OF) S.S

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract: or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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b. / r

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

[Jurat]

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

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NFCC COMPUTATION

NAME OF BIDDER:	
PB NUMBER: <u>2025-PB-09</u>	
APPROVED BUDGET FOR THE COL	NTRACT: P
PARTICULARS	AMOUNT
CURRENT ASSETS (based on current Audited Financial Statement)	
MINUS CURRENT LIABILITIES (based on current Audited Financial Statement)	
SUB TOTAL	
MULTIPLY BY VALUE OF K	15
SUB TOTAL	
MINUS TOTAL VALUE OF ALL OUTSTANDING CONTRACTS, INCLUDING THOSE AWARDED BUT NOT YET STARTED Based on Statement of All Ongoing Government and Private Contracts including Contracts Awarded But Not Yet Started)	
FOTAL NFCC COMPUTATION	
Signature of Authorized Representative	In the Capacity of Duly authorized to sign Bid for and on Behalf of

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Name of Contra ct	Date of the Contra ct	ct	a. Owner Name b. Address c. Telepho ne Nos.	Kind s of Goo ds	Date of Delive ry	Amou nt of Contra ct	Value of Outstandi ng Contracts
GOVER	NMENT	<u> </u>				, <u>.</u> .	
PRIVAT	E						
-					TOTAL COST		
Submitt	ed by:					. 	
	·	Printed	Name & Sig	nature			
Data	tion:	 -	<u>. </u>			<u>-</u> _	

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STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

Contract	the Contract	Period	Name b. Address c. Telephone Nos.	of Goods	of Contract	Delivery	Acceptance or Official Receipt(s) or Sales Invoice shall be attached to the statement

Submitted by	*
-	Printed Name & Signature
Designation	:
Date	:

Name of Bidder:

Republic of the Philippines Government Procurement Policy Board

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