# PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

Government of the Republic of the Philippines

PROCUREMENT OF FURNITURE FOR THE FABRICATION LABORATORY OF THE CURRICULUM AND INSTRUCTION DIVISION /GOODS-2021-06

Sixth Edition July 2020

#### **Preface**

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# **Table of Contents**

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Sectio	on I. Invitation to Bid	7
Sectio	on II. Instructions to Bidders	10
1.	Scope of Bid	
2.	Funding Information	11
3.	Bidding Requirements	11
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5.	Eligible Bidders	12
6.	Origin of Goods	12
7.	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Components	13
11.	Documents comprising the Bid: Financial Component	13
12.	Bid Prices	14
13.	Bid and Payment Currencies	14
14.	Bid Security	15
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	15
17.	Opening and Preliminary Examination of Bids	15
18.	Domestic Preference	16
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post-Qualification	
21.	Signing of the Contract	16
Sectio	n III. Bid Data Sheet	18
Sectio	on IV. General Conditions of Contract	20
1.	Scope of Contract	21
2.	Advance Payment and Terms of Payment	21
3.	Performance Security	21
4.	Inspection and Tests	21
5.	Warranty	22
6.	Liability of the Supplier	22
Sectio	on V. Special Conditions of Contract	23
	on VI. Schedule of Requirements	
	n VII. Technical Specifications	
	n VIII. Checklist of Technical and Financial Documents	
	ar varre viivoisiive vi a voilliiomi milu i ilimiloimi 1770:liilioilis aaaaaa	

# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

EXW - Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

### Section I. Invitation to Bid

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

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

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

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

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





Certificate No.: SCP000240Q

# INVITATION TO BID FOR THE PROCUREMENT OF FURNITURE FOR THE FABRICATION LABORATORY OF THE CURRICULUM AND INSTRUCTION DIVISION/GOODS-2021-06

- 1. The Philippine Science High School- CALABARZON Region Campus, through the General Appropriations Act of 2021 (GAA 2021) intends to apply the sum of One Million Seven Hundred Forty-Six Thousand Seven Hundred Fifty Pesos (Php 1,746,750.00) being the ABC to payments under the contract for the Procurement of Furniture for the Fabrication Laboratory of the Curriculum and Instruction Division/Goods-2021-06. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Philippine Science High School- CALABARZON Region Campus now invites bids for the above Procurement Project. Delivery of the Goods is required within ninety (90) calendar days from the issuance of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. 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.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from the BAC Secretariat of the Philippine Science High School CALABARZON Region Campus and inspect the Bidding Documents at the address given below during regular working hours (8:00AM to 5:00PM).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 3, 2021 up to before the bid opening on November 23, 2021** 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 **Five Thousand Pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

- 6. The Philippine Science High School- CALABARZON Region Campus will hold a Pre-Bid Conference<sup>1</sup> on **November 11, 2021, 1:00 PM** at Philippine Science High School-CALABARZON Region Campus, Barangay Sampaga, Batangas City and through video conferencing using google meet (https://meet.google.com/jrh-aqiw-tax) which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **November 23, 2021, 1:00 PM**. 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 **November 23, 2021, 1:05 PM** at the given address and/or via video conferencing using google meet/zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Philippine Science High School- CALABARZON Region Campus 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.
- 11. For further information, please refer to:

#### JOHN VINCENT K. FORTEZA

BAC Secretariat
Philippine Science High School CALABARZON Region Campus
Brgy. Sampaga, Batangas City
(043) 724-6199
bac@cbzrc.pshs.edu.ph
https://cbzrc.pshs.edu.ph/

12. You may visit the following websites:

For downloading of Bidding Documents: https://cbzrc.pshs.edu.ph/

Date of Issue: November 3, 2021

ABIGAIL M OCAMPO

University

BAC Chairperson- Goods and Services

9

## Section II. Instructions to Bidders

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

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

#### 1. Scope of Bid

The Procuring Entity, *Philippine Science High School- CALABARZON Region Campus* wishes to receive Bids for the Procurement of Furniture for the Fabrication Laboratory of the Curriculum and Instruction Division, with identification number *Goods-2021-06*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of *one lot*, 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 *FY 2021* in the amount of One Million Seven Hundred Forty-Six Thousand Seven Hundred Fifty Pesos (Php 1,746,750.00).
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act or Special Appropriations.

#### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. [Select one, delete other/s]
  - a. 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.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For 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.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *Philippine Science High School CALABARZON Region Campus*, *Brgy. Sampaga*, *Batangas City* 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 *five 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 the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

#### 13. Bid and Payment Currencies

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

a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *until within 120 calendar days from the bid opening*. 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 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.

<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

#### 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 1 One Project having several items/lots that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.2. 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**.

### Section III. Bid Data Sheet

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

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

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

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

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

# **Bid Data Sheet**

ITB			
Clause			
5.3	For this purpose, contracts similar to the Project shall be:		
	a. Furniture and fixture.		
	b. completed within five years prior to the deadline for the submission and receipt of bids.		
7.1	Not applicable.		
12	The price of the Goods shall be quoted DDP <i>Philippine Science High School-CALABARZON Region Campus, Sampaga, Batangas City, Batangas</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:		
	a. The amount of not less than <b>Php 34,935.00</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or		
	b. The amount of not less than <b>Php 87,337.50</b> if bid security is in Surety Bond.		
19.3	Not applicable.		
	*Refer to Terms of Reference for the technical specifications of items/lots in the project.		
20.2	Complete technical and financial components of the bid (One original, two photocopies, and a soft copy scanned and saved in a USB)		
	Other appropriate licenses, certificates, and permits required in the Technical Specifications and during Post Qualification		
21.2	Not additional requirements.		

# 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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

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

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

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

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

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

**Special Conditions of Contract** 

GCC			
Clause			
1			
	Delivery and Documents –		
	Denvery 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:		
	"The delivery terms applicable to this Contract are delivered at Philippine Science High School - CALABARZON Region Campus, Barangay Sampaga, Batangas City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <b>Mr. Ernie V. Roa</b> .		
	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:		
	Select appropriate requirements and delete the rest.		
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each</li> </ul>		
	appropriate unit of the supplied Goods;  d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and		

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

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

#### Spare Parts -

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

*Select appropriate requirements and delete the rest.* 

- 1. 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
- 2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of two years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### **Transportation** –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. 2.2 Partial payment is not allowed. Full payment shall be made fifteen (15) days after delivery of all goods. 4 No further instructions.

# 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.

Lot/Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Adjustable Glass Drafting Table	30 units		
2	Drafting Stool	30 units		
3	64 Drawer Plastic Parts Storage Cabinet	35 units		
4	Filing Cabinet	4 units		
5	Shelf unit Cabinet	8 units		
6	Shelf unit with 4 inserts	9 units		
7	Drawer cart	4 units		
8	Utility Cabinet	1 unit		
9	Bar Stool	10 units		
10	Conference Chair	30 units		
11	Swivel Chair	10 units		
12	Decorative Chair	5 units		
13	Three (3) Seater L-Shaped Sofa	1 unit		
14	Side table	3 units		

15	Glass Writing Board	1 unit	
16	Bulletin Board with sliding glass door	1 unit	
17	Industrial Table	8 units	
18	Industrial Bar Table	5 units	

# Section VII. Technical Specifications

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

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

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

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

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

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

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

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

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

# **Technical Specifications**

Item	Specification	Statement of Compliance
		Compnance
		[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 shal
		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 no
		supported by evidence of
		is subsequently found to
		be contradicted by the
		evidence presented wil
		render the Bid under
		evaluation liable for
		rejection. A statemen
		either in the Bidder's
		statement of compliance
		or the supporting
		evidence that is found to
		be false either during Bio
		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 issuances.]	laws	and
1	Adjustable Glass Drafting Table			
(30	Technical Specifications:			
units)	<ul> <li>Sturdy 40"x 26" x30" (minimum size) adjustable drafting table.</li> <li>Equipped with organizers on left and right side of the table for drawing tools such as technical pen, paint brush, and other drawing tools.</li> <li>Allows the user to tilt easily up to 70 degrees. This shall have a carrying capacity of at least 20 kilograms and specifically designed for multitasking.</li> <li>Has 2 easy slide out drawers for convenient storage; removable single-slot and multi-slot supply trays on each side.</li> <li>Material: Heavy-duty silver steel frame, blue tempered safety glass work surface, and 4 casters for smooth rolling mobility.</li> <li>Can provide 24 months warranty period</li> </ul>			
	and 5-year certificate of availability of parts from the manufacturer.			
2	Drafting Stool			
(30 units)	<ul> <li>Technical Specifications:</li> <li>Ergonomically design drafting stool with heavy duty metal base, and at least 10"x13" backrest.</li> <li>Has a sturdy, durable, and heavy-duty base with SGS tested certified pneumatic gas lift.</li> <li>Allows the user to adjust backrest and step on a foot ring.</li> <li>Weight Capacity: at least 150 kilograms.</li> <li>Carpet tile friendly characterized by having a durable swivel caster.</li> </ul>			
	- Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer			
3	64 Drawer Plastic Parts Storage Cabinet			
(35 units)	Technical Specifications:  - Size Dimension of 20"x15.75" (minimum size) and has 64 drawers built with high			

	impact polystyrene plastic frame for	
	convenience in inventory.	
	- Color: black or <b>blue</b>	
	- Easy to open cabinet that allows to store	
	electronic components, office supplies,	
	crafts, sewing supplies, and small hardware	
	materials.	
4	- Stack or wall mount capable.	
4	Filing Cabinet	
(4	Technical Specifications:	
units)	- Has 4 versatile drawers for side to side	
uiiits)	filing of letter size and legal-size papers.	
	- Size dimensions: 54.75" x 21.12" x 44.5"	
	- Material: Alloy steel	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
5	Shelf unit Cabinet	
(0	Technical Specifications:	
(8	- This furniture can be used as a room divider.	
units)	The furniture has 25 compartments for	
	storage of boxes, documents, design	
	artifacts, and display items.	
	- Size dimensions: 71 5/8" x 71 5/8"	
	minimum	
	- Color: <b>White</b>	
	- Particle board, fiberboard, printed and	
	embossed acrylic paint, paper foil, plastic	
	edging.	
	- The furniture can with stand and <b>support</b>	
	materials up to 45 kilograms.	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
6	Shelf unit with 4 inserts	
	Technical Specifications:	
(9	- This furniture can be used as a room divider.	
units)	The furniture has 4 compartments for	
	storage of boxes, documents, design	
	artifacts, and display items. The bottom part	
	shall include 4 inserts for material	
	storage.	
	- Size dimensions: 71 5/8" x 36" (minimum)	
	- Color: <b>White</b>	
	- Particle board, fiberboard, printed and	
	embossed acrylic paint, paper foil, plastic	
	edging	
	- The furniture can with stand and support	
	materials up to 45 kilograms.	

7	Drawer cart	
,	Technical Specifications:	
(4	- Five (5) drawer white cart with sliding	
units)	drawers for easy storage.	
	- Size dimensions: at least 19.3" x 16" x 26.3"	
	- Color: White	
	- Composite wood	
	- Feature: Cutout handles, Minimalist design,	
	two locking wheels, and 2.2" clearance of	
	casters between floor and bottom of cart.	
	- The furniture can with stand and support	
	materials up to 45 kilograms.	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
0	from the manufacturer.	
8	Utility Cabinet	
(1	Technical Specifications:	
(1	- The supplier shall be able to provide a utility	
unit)	cabinet with a heavy-duty metal frame.	
	- Adjustable shelves that can accommodate	
	cleaning materials and storage needs.	
	- Each shelf can carry at least 30kgs of item.	
	The cabinet shall be durable and	
	freestanding and mountable design.	
	- Compact design that is suitable for use in	
	space-challenged areas.	
	- Size dimension: 36" x 18" x 41.6"	
	(minimum dimension)	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
9	Bar Stool	
	Technical Specifications:	
(10	- The supplier shall provide a sturdy bar stool	
units)	equipped with heavy-duty iron material	
	that can withstand a maximum weight	
	capacity of 80kgs.	
	- Height adjustable that can accommodate	
	sitters of different height and posture.	
	- Painted surface shall be any of the material	
	that ensures prolonged service time.	
	- Feature: has anti-scratch rubber ring on	
	the bottom enough to protect the carpet tile	
	and slip resistant stool. Matte beige leather	
	with strong metal black matte base and	
	footrest.	
	- Materials: <b>Upholstered seat</b> with premium	
	sponge for comfortable setting. Unique	
	outer leather shall be soft and crease	
	resistant. A high backrest made up of	
	5	

	DI 1 ( 1.1 ( 11 )	
	Plywood curve stool that allows the person	
10	to reduce back fatigue.	
10	Conference Chair	
(20	Technical Specifications:	
(30	- The supplier shall provide an office chair	
units)	that has high-density sponge cushion, and	
	can provide good lumbar support to its user.	
	- Materials: Mesh Backrest and fabric seat	
	rest.	
	- Sled type, Black chrome legs	
	- The conference chair shall have an armrest	
	accord with human body engineering	
	design.	
	- Carpet tile friendly characterized by having	
	a durable swivel caster.	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
11	Swivel Chair	
	Technical Specifications:	
(10	- The supplier shall provide a modern profile	
units)	desk chair that has pneumatic controls for	
	raising and lowering seat.	
	- Features: Tilt tension knob for adjusting	
	chairs motion, upholstered in bonded faux	
	leather (padded backrest and seat), and	
	padded curved nylon armrest	
	- The swivel chair shall be sturdy and made	
	up of heavy-duty materials allow to carry	
	at least 80 kilograms.	
	- With 5-point base rolling caster wheels	
	and built-in lumbar support.	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
12	Decorative Chair	
	Technical Specifications:	
(5	- The supplier shall provide a durable fabric	
units)	seating surface.	
	- It should be <b>cushioned seat and has a back</b>	
	chair for added comfort.	
	- It should be supported by steel legs for long	
	lasting durability. The item shall able to	
	withstand at least 90 kilograms of weight.	
	- Color: Gray	
	- Size dimension: 24.49" x 24.80" x 30.12"	
	(minimum size)	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	

12	Thuse (2) Sector I Chanad Sets	
13	Three (3) Seater L-Shaped Sofa	
/1	Technical Specifications:	
(1	- The supplier shall provide a snug fit <b>three</b>	
unit)	(3) seater sofa. It should be sturdy using	
	hardwood frame material.	
	- Features: Modular sofa, each seat and	
	ottoman can be used separately. You can	
	have a left or right chaise sofa by placing the	
	ottoman in different positions.	
	- Fabric: The couch shall compose of	
	modern linen fabric and highly elastic	
	sponge.	
	- Size dimension: 77" x 52.5" x 31.5"	
	(minimum)	
	- Color: Black or Gray or Orange	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
14	Side table	
	Technical Specifications:	
(3	- The supplier shall provide an open shelving	
units)	side table.	
	- Material: Engineered wood with black	
	metal frame.	
	- Size dimension: 15.51" x 15.51" x 20.00"	
	minimum	
15	Glass Writing Board	
	Technical Specifications:	
(1	- The supplier shall provide industry standard	
unit)	Glass writing board. This has to be <b>sturdy</b>	
,	anti-scratch and non-absorbent	
	tempered glass writing surface.	
	- The supplier shall include delivery and	
	installation of glass writing board that is	
	highly resistant to stresses.	
	- The supplier shall deliver and install the	
	wall mount glass writing board. The item	
	shall be <b>supported by accessories</b> that will	
	support its stability.	
	- Frame: None or <b>frameless design</b> for	
	convenience in cleaning (this is to make the	
	room luxurious and provide modern space	
	vibe).	
	- Thickness: 20mm	
	- Size Dimension: 48" x 85"	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
16	Bulletin Board with sliding glass door	
10	Technical Specifications:	
	recimical opecifications.	

(1	- The supplier shall provide a 2"x 36" x 60"	
unit)	Bulletin board with aluminum/ glass casing.	
	- The wall mounting item shall have a sliding	
	and tempered glass doors with lock.	
	- The supplier shall deliver and install the	
	bulletin board. The item shall be <b>supported</b>	
	<b>by accessories</b> that will support its stability.	
	- Material: <b>Aluminum</b>	
	- Color: Gray or Silver	
	- Can provide 24 months warranty period and	
	5-year certificate of availability of parts	
	from the manufacturer.	
17	Industrial Table	
(0	Technical Specifications:	
(8	- The supplier shall be able to provide a	
units)	custom training table with a touch of	
	simplistic industrial theme.	
	- Feature: Metal Frame and engineered	
	wood that can hold up to 100 kilos.	
	- The material shall be flexible for mobility,	
	anti-scratch, and offers convenience in	
	cleaning.	
	- Color: Rustic brown	
	- Size dimensions: <b>52"</b> x <b>20"</b> x <b>30"</b>	
10	(minimum)	
18	Industrial Bar Table	
(5	Technical Specifications:	
units)	- The supplier shall be able to provide a	
diffes	custom training table with a touch of simplistic industrial theme.	
	- Feature: <b>Metal Frame and engineered</b>	
	wood that can hold up to 100 kilos.	
	- The material shall be flexible for mobility,	
	anti-scratch, and offers convenience in	
	cleaning.	
	- Color: <b>Rustic brown</b>	
	- Size dimensions: 66.54" x 24.00"x 39.24"	
	(minimum)	
	(1111111111111)	

# 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.

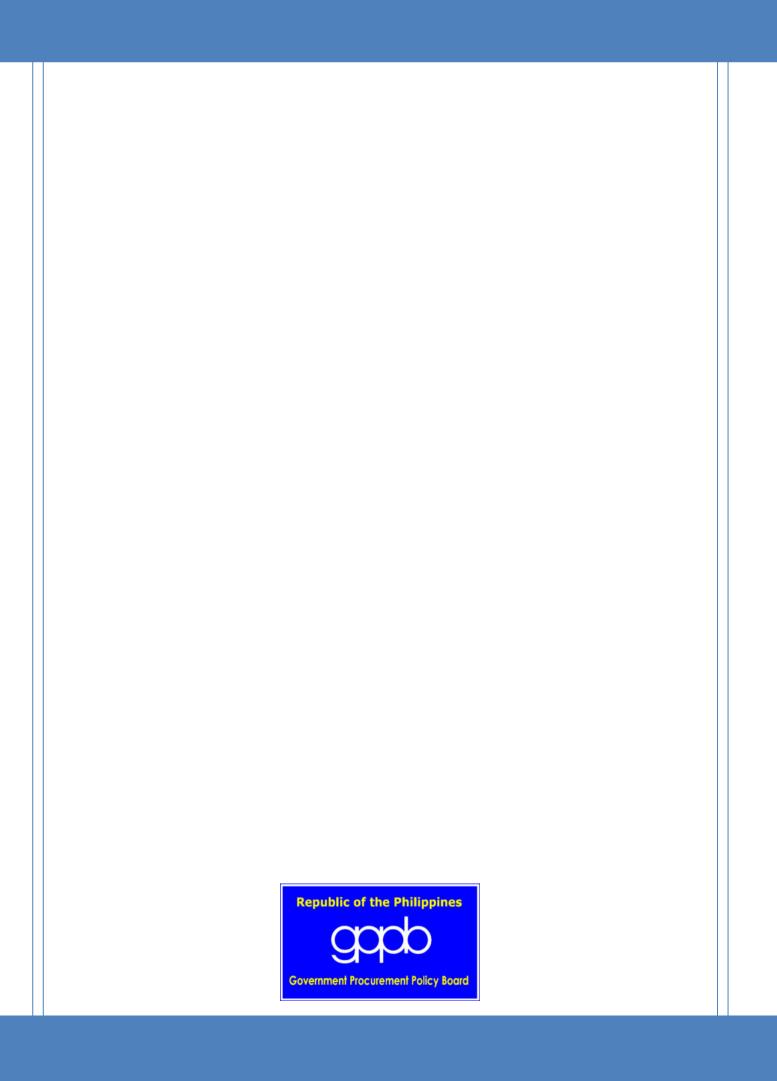
## **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

Leg	gal Do	cuments
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	and Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
	(c)	and Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Teo	chnica	d Documents
	(e)	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; <b>and</b>
	(f)	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
	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  or
	(h)	Original copy of Notarized Bid Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; Schedule of Requirements, and
	(i)	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.
Fin	ancia	l Documents
	(j)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <b>and</b>
	(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

			or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
			Class "B" Documents
		(1)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
			<u>or</u>
			duly notarized statements from all the potential joint venture partners stating
			that they will enter into and abide by the provisions of the JVA in the instance
			that the bid is successful.
II.	FIN	[ANC]	IAL COMPONENT ENVELOPE
		(m)	Original of duly signed and accomplished Financial Bid Form; and
		(n)	Original of duly signed and accomplished Price Schedule(s).
	Oth	ier do	cumentary requirements under RA No. 9184 (as applicable)
			[For foreign bidders claiming by reason of their country's extension of
		, ,	reciprocal rights to Filipinos] Certification from the relevant government
			office of their country stating that Filipinos are allowed to participate in
			government procurement activities for the same item or product.
		(p)	
			Bidder or Domestic Entity.
			•









# TERMS OF REFERENCE FOR THE PROCUREMENT OF FURNITURE FOR THE FABRICATION LABORATORY OF THE CURRICULUM AND INSTRUCTION DIVISION

### I. Background

The PHILIPPINE SCIENCE HIGH SCHOOL-CALABARZON REGION CAMPUS (PSHSCBZRC) is committed to the attainment of making potential designers and entrepreneurs who will empower individuals to create smart devices for the school. Fabrication Laboratory will be set up to inspire people and entrepreneurs to turn their ideas into new products and prototypes by giving them access to a range of advanced digital manufacturing technology. The Fab Lab was designed around the emerging possibility for ordinary people to not just learn about science and engineering but actually design machines and make measurements that are relevant to improving the quality of their lives and the communities around them.

The design process is a way of devising innovative solutions to problems that will result in new products or systems. The Philippine Science High School is mandated by the government to provide secondary education with an emphasis on science and technology with the aim of preparing its students for STEM-related careers. The curriculum was designed to equip students with the knowledge, skills, and attitudes that are deemed to be essential in preparing for a STEM-related career. This aim is realized when instruction is aided with appropriate furniture for fabrication, testing, and design process.

#### II. Rationale

The supplier or fabricator should be able to provide sturdy furniture for the Fabrication Laboratory to expose the students to an industry-like environment. By providing the students with enough equipment and furniture needed in their design and fabrication jobs, their subject teachers may easily emphasize work simplification techniques in their subject matter particularly in the field of technology and engineering. This furniture will give life to the newly constructed Fabrication Laboratory with no furniture and equipment available.

#### III. Scope of Work and Job Specifications

One (1) supplier should be able to provide all listed furniture following the specifications, certifications, installation, and unit demonstration if necessary.

Lot no.	рс	unit	ITEM DESCRIPTION	Proposed Unit Price	Proposed Total
1	30	units	Adjustable Glass Drafting Table Technical Specifications: - Sturdy 40"x 26" x30" (minimum size) adjustable drafting table Equipped with organizers on left and right side of the table for drawing tools such as technical pen, paint brush, and other drawing tools.	14,500.00	435,000.00

Page 1 of 11

Tel. No.: (043) 724-6199

Fax No.: (043) 724-6199







Certificate No.: SCP000240Q

				Ce	ertificate No.: SCP0002400
			<ul> <li>Allows the user to tilt easily up to 70 degrees. This shall have a carrying capacity of at least 20 kilograms and specifically designed for multitasking.</li> <li>Has 2 easy slide out drawers for convenient storage; removable single-slot and multi-slot supply trays on each side.</li> <li>Material: Heavy-duty silver steel frame, blue tempered safety glass work surface, and 4 casters for smooth rolling mobility.</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul>		
2	30	units	<ul> <li>Drafting Stool</li> <li>Technical Specifications: <ul> <li>Ergonomically design drafting stool with heavy duty metal base, and at least 10"x13" backrest.</li> <li>Has a sturdy, durable, and heavy-duty base with SGS tested certified pneumatic gas lift.</li> <li>Allows the user to adjust backrest and step on a foot ring.</li> <li>Weight Capacity: at least 150 kilograms.</li> <li>Carpet tile friendly characterized by having a durable swivel caster.</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer</li> </ul> </li></ul>	8,000.00	240,000.00
3	35	units	<ul> <li>64 Drawer Plastic Parts Storage Cabinet Technical Specifications: <ul> <li>Size Dimension of 20"x15.75" (minimum size) and has 64 drawers built with high impact polystyrene plastic frame for convenience in inventory.</li> <li>Color: black or blue</li> <li>Easy to open cabinet that allows to store electronic components, office supplies, crafts, sewing supplies, and small hardware materials.</li> <li>Stack or wall mount capable.</li> </ul> </li> </ul>	7,500.00	262,500.00
4	4	units	Filing Cabinet Technical Specifications: - Has 4 versatile drawers for side to side filing of letter size and legal-size papers Size dimensions: 54.75" x 21.12" x 44.5" - Material: Alloy steel	10,000.00	40,000.00

Page 2 of 11







Certificate No.: SCP000240Q

			<ul> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul>		
5	8	units	<ul> <li>Shelf unit Cabinet</li> <li>Technical Specifications: <ul> <li>This furniture can be used as a room divider.</li> <li>The furniture has 25 compartments for storage of boxes, documents, design artifacts, and display items.</li> <li>Size dimensions: 71 5/8" x 71 5/8" minimum</li> <li>Color: White</li> <li>Particle board, fiberboard, printed and embossed acrylic paint, paper foil, plastic edging.</li> <li>The furniture can with stand and support materials up to 45 kilograms.</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul> </li> </ul>	14,000.00	112,000.00
6	9	units	<ul> <li>Shelf unit with 4 inserts</li> <li>Technical Specifications: <ul> <li>This furniture can be used as a room divider.</li> <li>The furniture has 4 compartments for storage of boxes, documents, design artifacts, and display items. The bottom part shall include 4 inserts for material storage.</li> <li>Size dimensions: 71 5/8" x 36" (minimum)</li> <li>Color: White</li> <li>Particle board, fiberboard, printed and embossed acrylic paint, paper foil, plastic edging</li> <li>The furniture can with stand and support materials up to 45 kilograms.</li> </ul> </li> </ul>	13,000.00	117,000.00
7	4	units	Drawer cart Technical Specifications:  - Five (5) drawer white cart with sliding drawers for easy storage.  - Size dimensions: at least 19.3" x 16" x 26.3"  - Color: White  - Composite wood  - Feature: Cutout handles, Minimalist design, two locking wheels, and 2.2" clearance of casters between floor and bottom of cart.  - The furniture can with stand and support materials up to 45 kilograms.	5,000.00	20,000.00

Page 3 of 11







Certificate No.: SCP000240Q

				Ce	rtificate No.: SCP0002400
			<ul> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul>		
8	1	unit	<ul> <li>Utility Cabinet</li> <li>Technical Specifications: <ul> <li>The supplier shall be able to provide a utility cabinet with a heavy-duty metal frame.</li> <li>Adjustable shelves that can accommodate cleaning materials and storage needs.</li> <li>Each shelf can carry at least 30kgs of item. The cabinet shall be durable and freestanding and mountable design.</li> <li>Compact design that is suitable for use in space-challenged areas.</li> <li>Size dimension: 36" x 18" x 41.6" (minimum dimension)</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul> </li> </ul>	12,000.00	12,000.00
9	10	units	<ul> <li>Bar Stool Technical Specifications: <ul> <li>The supplier shall provide a sturdy bar stool equipped with heavy-duty iron material that can withstand a maximum weight capacity of 80kgs.</li> <li>Height adjustable that can accommodate sitters of different height and posture.</li> <li>Painted surface shall be any of the material that ensures prolonged service time.</li> <li>Feature: has anti-scratch rubber ring on the bottom enough to protect the carpet tile and slip resistant stool. Matte beige leather with strong metal black matte base and footrest.</li> <li>Materials: Upholstered seat with premium sponge for comfortable setting. Unique outer leather shall be soft and crease resistant. A high backrest made up of Plywood curve stool that allows the person to reduce back fatigue.</li> </ul> </li> </ul>	5,000.00	50,000.00
10	30	units	Conference Chair Technical Specifications: - The supplier shall provide an office chair that has high-density sponge cushion, and can provide good lumbar support to its user.	4,500.00	135,000.00

Page 4 of 11

Postal Address: Sitio Sampaga West, Brgy. Sampaga, Batangas City Website: www.cbzrc.pshs.edu.ph Website:







Certificate No.: SCP000240Q

				001	tificate No.: SCP000240
			<ul> <li>Materials: Mesh Backrest and fabric seat rest.</li> <li>Sled type, Black chrome legs</li> <li>The conference chair shall have an armrest accord with human body engineering design.</li> <li>Carpet tile friendly characterized by having a durable swivel caster.</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul>		
11	10	units	<ul> <li>Swivel Chair         <ul> <li>Technical Specifications:</li> <li>The supplier shall provide a modern profile desk chair that has pneumatic controls for raising and lowering seat.</li> <li>Features: Tilt tension knob for adjusting chairs motion, upholstered in bonded faux leather (padded backrest and seat), and padded curved nylon armrest</li> <li>The swivel chair shall be sturdy and made up of heavy-duty materials allow to carry at least 80 kilograms.</li> <li>With 5-point base rolling caster wheels and built-in lumbar support.</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul> </li> </ul>	6,000.00	60,000.00
12	5	units	<ul> <li>Decorative Chair</li> <li>Technical Specifications: <ul> <li>The supplier shall provide a durable fabric seating surface.</li> <li>It should be cushioned seat and has a back chair for added comfort.</li> <li>It should be supported by steel legs for long lasting durability. The item shall able to withstand at least 90 kilograms of weight.</li> <li>Color: Gray</li> <li>Size dimension: 24.49" x 24.80" x 30.12" (minimum size)</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul> </li> </ul>	10,000.00	50,000.00
13	1	unit	Three (3) Seater L-Shaped Sofa Technical Specifications:	14,900.00	14,900.00

Page 5 of 11







Certificate No.: SCP000240Q

					fullcate No.: SCP0002400
			<ul> <li>The supplier shall provide a snug fit three (3) seater sofa. It should be sturdy using hardwood frame material.</li> <li>Features: Modular sofa, each seat and ottoman can be used separately. You can have a left or right chaise sofa by placing the ottoman in different positions.</li> <li>Fabric: The couch shall compose of modern linen fabric and highly elastic sponge.</li> <li>Size dimension: 77" x 52.5" x 31.5" (minimum)</li> <li>Color: Black or Gray or Orange</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul>		
14	3	units	Side table Technical Specifications: - The supplier shall provide an open shelving side table Material: Engineered wood with black metal frame Size dimension: 15.51" x 15.51" x 20.00" minimum	2,500.00	7,500.00
15	1	unit	<ul> <li>Glass Writing Board</li> <li>Technical Specifications: <ul> <li>The supplier shall provide industry standard Glass writing board. This has to be sturdy anti-scratch and non-absorbent tempered glass writing surface.</li> <li>The supplier shall include delivery and installation of glass writing board that is highly resistant to stresses.</li> <li>The supplier shall deliver and install the wall mount glass writing board. The item shall be supported by accessories that will support its stability.</li> <li>Frame: None or frameless design for convenience in cleaning (this is to make the room luxurious and provide modern space vibe).</li> <li>Thickness: 20mm</li> <li>Size Dimension: 48" x 85"</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul> </li> </ul>	14,950.00	14,950.00







Certificate No.: SCP000240Q

16	1	unit	<ul> <li>Bulletin Board with sliding glass door</li> <li>Technical Specifications: <ul> <li>The supplier shall provide a 2"x 36" x 60"</li> <li>Bulletin board with aluminum/ glass casing.</li> <li>The wall mounting item shall have a sliding and tempered glass doors with lock.</li> <li>The supplier shall deliver and install the bulletin board. The item shall be supported by accessories that will support its stability.</li> <li>Material: Aluminum</li> <li>Color: Gray or Silver</li> <li>Can provide 24 months warranty period and 5-year certificate of availability of parts from the manufacturer.</li> </ul> </li> </ul>	14,900.00	14,900.00
17	8	units	Industrial Table Technical Specifications:  - The supplier shall be able to provide a custom training table with a touch of simplistic industrial theme.  - Feature: Metal Frame and engineered wood that can hold up to 100 kilos.  - The material shall be flexible for mobility, anti-scratch, and offers convenience in cleaning.  - Color: Rustic brown  - Size dimensions: 52" x 20"x 30" (minimum)	12,000.00	96,000.00
18	5	units	Industrial Bar Table Technical Specifications:  - The supplier shall be able to provide a custom training table with a touch of simplistic industrial theme.  - Feature: Metal Frame and engineered wood that can hold up to 100 kilos.  - The material shall be flexible for mobility, anti-scratch, and offers convenience in cleaning.  - Color: Rustic brown  - Size dimensions: 66.54" x 24.00"x 39.24" (minimum)	13,000.00	65,000.00
			Total		1,746,750.00







#### IV. Approved Budget for the Contract

The approved budget for the contract is **ONE MILLION SEVEN HUNDRED FORTY- SIX THOUSAND SEVENHUNDRED FIFTY PESOS (Php 1,746,750.00)** 

#### V. Evaluation and Selection Criteria

Proposal with the lowest calculated bid with complete documents shall be accepted.

## VI. Payment Scheme

Payment for the procured items shall be made 15 working days from the day the said items are delivered to the procuring entity.

#### VII. Delivery Term

All office furniture awarded must be delivered and completely installed ninety days (90) after issuance of Notice of award and contract.

ARECEVING THE NOTICE TO PROCEED.

Prepared by

ERME V. ROA

Special Science Teacher III

Recommending Approval:

JONI M. ALBARICO

Chief, Curriculum and Instruction Division

Certified Appropriate Funds Available:

ARNELE. AGUILA CRISPINA ROWENA M. MAQUIMOT

Budget Officer Accountant

Recommending Approval:

MA. THERESA P. PAGULAYAN

Chief, Finance and Administration Division

Approved by:

DR. JOSE M. ANDAYA Campus Director

Tel. No.: (043) 724-6199

Fax No.: (043) 724-6199

PHILIPPINE SCIENCE HIGH SCHOOL - CALABARZON REGION CAMPUS





Certificate No.: SCP000240Q



Item 1: Glass Drafting Table



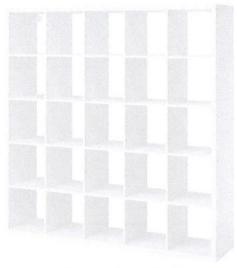
Item 2: Drafting Stool



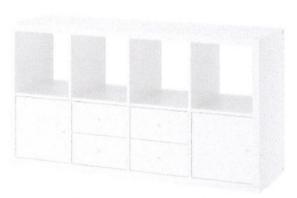
Item 3: 64 Drawer Plastic Parts Storage Cabinet



Item 4: Filing Cabinet



Item 5: Self unit cabinet



Item 6: Self unit with 4 inserts



Item 7: Drawer Cart



Item 8: Utility Cabinet



Item 9: Bar Stool

Page 9 of 11

Postal Address: Sitio Sampaga West, Brgy. Sampaga, Batangas City Website: www.cbzrc.pshs.edu.ph









Item 10: Conference Chair



Item 11: Swivel Chair



Item 12: Decorative Chair



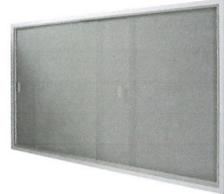
Item 13: Three (3) Seat Sofa



Item 14: Side table



Item 15: Glass Writing table



Item 16: Bulletin Board



Item 17: Industrial Table

Page 10 of 11









Item 18: Industrial Bar table

Tel. No.: (043) 724-6199

Fax No.: (043) 724-6199