#### REPUBLIC OF THE PHILIPPINES

#### DEPARTMENT OF FINANCE

ROXAS BOULEVARD CORNER P. OCAMPO SR. STREET MANILA 1004

# Supply, Delivery and Installation of Furniture / Fixtures / Workstations for the DOF 8th Floor Offices, EDPC Building

March 2022 IB No. 2022-02-G

## **Preface**

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

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

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

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

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

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

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# Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

 $\mathbf{EXW} - \mathbf{Ex}$  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.

# INVITATION TO BID FOR THE SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE/FIXTURES/WORKSTATIONS FOR THE DOF 8<sup>th</sup> Floor Offices, EDPC Building

- 1. The Department of Finance, through the General Appropriations Act of 2022 intends to apply the sum of Twenty-Two Million Pesos (₱22,000,000.00) being the ABC to payments under the contract for the Supply, Delivery and Installation of Furniture/Fixtures/Workstations for the DOF 8<sup>th</sup> Floor Offices, EDPC Building IB No. 2022-02-G. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Department of Finance** now invites bids for the above Procurement Project. Delivery of the Goods is required **within 90 calendar days upon receipt of the Notice to Proceed**. Bidders should have completed, within ten (10) 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 DOF BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 4:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on March 25, 2022 April 18, 2022 from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (₱25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The **Department of Finance** will hold a Pre-Bid Conference<sup>1</sup> on **April 4, 2022, 2:00 PM** through video conferencing or webcasting *via* **Google Meet**. Interested bidders

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<sup>&</sup>lt;sup>1</sup> 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.

may send a letter of intent containing names and email addresses of participants, 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 or electronic submission through our Cloud-Based Electronic Procurement System on or before **April 18, 2022, 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 **April 18, 2022, 2:00 PM**. at **DOF Library, G/F DOF Building, Roxas Boulevard, Malate, Manila** and/or via **Google Meet.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	March 25, 2022
Issuance and Availability of Bidding Documents	Starting March 25, 2022
Pre-Bid Conference	April 4, 2022, 2:00 PM
Last Day of Request for Clarification	April 7, 2022 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	April 11, 2022
Deadline for Submission of Bids	April 18, 2022, 1:00 PM
Opening of Bids	April 18, 2022, 2:00 PM

- 11. The Department of Finance 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 Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

#### Ms. Eden C. Zamora

DOF BAC Secretariat, Procurement Management Division 7/F EDPC Building, BSP Complex, Roxas Boulevard, Manila

Email Address: bac@dof.gov.ph

Telephone No.: 5317-6363 loc. 2189 or 8526-4786

Website: www.dof.gov.ph

### 13. You may visit the following websites:

For downloading of Bidding Documents: https://www.dof.gov.ph/about/procurement/

For online bid submission: The link will be shared upon purchase of bidding documents.

#### MARIA EDITA Z. TAN

Undersecretary and DOF BAC 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.

#### 1. Scope of Bid

The Procuring Entity, **Department of Finance** wishes to receive Bids for the **Supply**, **Delivery and Installation of Furniture/Fixtures/Workstations for the DOF** 8<sup>th</sup> **Floor Offices**, **EDPC Building** with identification number **IB No. 2022-02-G**.

The Procurement Project (referred to herein as "Project") is composed of **one** (1) 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 2022 in the amount of Twenty-Two Million Pesos (₱22,000,000.00).
- 2.2. The source of funding is **NGA**, the General Appropriations Act.

#### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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:

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: Subcontracting is not allowed.

- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 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 **ten** (10) **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 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: **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 **one hundred twenty** (120) calendar days from the bid opening. Any Bid not accompanied by an

<sup>&</sup>lt;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.

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.

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

#### One Project having several items that shall be awarded as one contract.

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

#### 20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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. Supply, Delivery and Installation of Furniture, Fixtures, and Workstations
	b. completed within <b>ten</b> (10) <b>years</b> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila 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>Four Hundred Forty Thousand Pesos</b> ( <b>*P440,000.00</b> ) [2% of ABC], 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>One Million One Hundred Thousand Pesos</b> (₱1,100,000.00) [5% of ABC] if bid security is in Surety Bond.
15	Sealing and Markings of Envelopes: Each bidder must submit three (3) copies of the technical and financial components of its bid: one (1) original and/or certified true copy of the original documents and two (2) photocopies thereof.  Original eligibility and technical documents shall be enclosed in one sealed envelope and the original financial component in another sealed envelope containing the markings:
	TECHNICAL COMPONENT SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE/FIXTURE/WORKSTATIONS
	FOR THE DOF 8 <sup>TH</sup> FLOOR OFFICES, EDPC BUILDING  [COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]
	UNDERSECRETARY MARIA EDITA Z. TAN CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA
	IB NO. 2022-02-G
	DO NOT OPEN BEFORE: APRIL 18, 2022, 2:00 PM
	Check one:

☐ Original – Technical Component
☐ Copy No. 1 – Technical Component ☐ Copy No. 2 – Technical Component
FINANCIAL COMPONENT
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE/FIXTURE/WORKSTATIONS FOR THE DOF $8^{\mathrm{TH}}$ FLOOR OFFICES, EDPC BUILDING
[COMPANY NAME]
[COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]
UNDERSECRETARY MARIA EDITA Z. TAN
CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE
ROXAS BOULEVARD, MANILA
IB NO. 2022-02-G
DO NOT OPEN BEFORE:
APRIL 18, 2022, 2:00 PM
Check one:
☐ Original – Financial Component ☐ Copy No. 1 – Financial Component
Copy No. 2 – Financial Component
he envelopes containing the original and the copies shall then be enclosed in a single envelope containing the following markings:
ne single envelope containing the following markings.
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE/FIXTURE/WORKSTATIONS FOR THE DOF 8 <sup>TH</sup> FLOOR OFFICES, EDPC BUILDING
[COMPANY NAME] [COMPANY ADDRESS]
[E-MAIL ADDRESS & TELEPHONE NUMBER]
UNDERSECRETARY MARIA EDITA Z. TAN
CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE
ROXAS BOULEVARD, MANILA
IB NO. 2022-02-G
DO NOT OPEN BEFORE:
APRIL 18, 2022, 2:00 PM
Check one:
☐ Original ☐ Copy No. 1
Copy No. 2
All envelopes shall then be enclosed in a main envelope containing the
narkings:
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE/FIXTURE/WORKSTATIONS FOR THE DOF 8 <sup>TH</sup> FLOOR OFFICES, EDPC BUILDING
FOR THE DOF 8 <sup>TH</sup> FLOOR OFFICES, EDPC BUILDING
[COMPANY NAME]
[COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]
UNDERSECRETARY MARIA EDITA Z. TAN
CHAIRPERSON
DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA
IB NO. 2022-02-G
DO NOT OPEN BEFORE:
ADDIT 10 2022 2.00 DM

19.3	One (1) Lot – Supply, Delivery and Installation of Furniture/Fixtures/Workstations for the DOF 8 <sup>th</sup> Floor Offices, EDPC Building
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 LCB, the Bidder shall submit the following documentary requirements:  (a) Latest Income Business Tax Returns filed through the Electronic Filing and Payments System (EFPS):  1. Annual Income Tax Return (BIR Form 1702) for CY 2019 and CY 2020; and  2. Proof of VAT payments filed for CY 2021 and CY 2022:  September 2550Q 2021  October 2550M 2021  November 2550M 2021  December 2550Q 2021  January 2550M 2022  February 2550M 2022
	(b) BIR Tax Registration Certificate (BIR Form 2303).

# 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

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

## 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

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

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

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

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

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

**Special Conditions of Contract** 

000	
GCC Clause	
1	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
	For Goods supplied from abroad, "The delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS."
	For Goods supplied from within the Philippines, "The delivery terms applicable to this Contract are delivered in Manila. 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>personnel from the Department of Finance.</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:
	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.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **one** (1) year from the date of delivery.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one** (1) **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	No further instructions.
4	The inspections and tests that will be conducted are: All furniture / fixtures / workstations to be delivered on-site must be compliant with the DOF required specifications. The winning bidder must provide a mock set-up of the workstation, including samples of the office chairs.

# Section VI. Schedule of Requirements

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

Code	Items	Locations	Dimensions (mm)			Quantity	Units	Delivered Weeks/Months
			Length	Width	Height			
	WS1 Staff Workstation with side return	FASG, TRG, FIMG, MEG, LRCD, NTRC, COA, COA BLGF	1700	1700		174	SETS	Within 90
1.10 WS1	Partition for WS1	FASG, TRG, FIMG, MEG, LRCD, NTRC, COA, COA BLGF	1700		1100	315	PCS	Calendar Days upon receipt of the Notice to
	Partition for WS1		720		1100	174	PCS	Proceed (NTP) as shown in the
1.20	Division Chief Work Station		1800	3600		19	SETS	delivery schedule below
WS2	I ai tition 101	LRCD	3600		1100	38	PCS	
	CS1		1800		1100	19	PCS	
	Division Chief Work Station		150		1100	19	PCS	
		FASG, TRG, FIMG, MEG, LRCD	700		1100	19	PCS	

1.30 ET1	Executive Table	Executive Director, Director III Offices, BLGF, COA Supervisor	1800	450	600	7	SETS
3.03 C1	Executive Chair	Executive Director, Director III Offices, BLGF, COA Supervisor		400-490 Depth	1120 to 1300	7	SETS
3.04 C2	Ergonomic division Chief Chair	FASG, TRG, FIMG, MEG, LRCD		470 Depth	1120 to 1300	19	SETS
3.05 C3	Ergonomic Staff Chair	FASG, TRG, FIMG, MEG, LRCD, NTRC, COA, COA BLGH, Transaction and Cashier, Lobby Area Reception, BLGF Reception Area, BLGF Cashier, Elevator Lobby		500 Depth	980-1080	181	PCS
3.06 V1	Division Chief Visitor's Chair	FASG, TRG, FIGM, MEG, LRCD	615	580	935 (overall height) 450 (seat height)	19	PCS

Code	Items	Locations		Dimensions	(mm)	Quantity	Units	Delivery Period
			Length	Width	Height			
3.07 V2	Executive Visitor's Chair	Executive Director, Director III Offices, BLGF COA Supervisor	630	470	925	28	Sets	
3.08 S2	3-Seater SOFA	Executive Director, Lobby Area	770 Depth	1940	830 height 420 seat height	8	Sets	
3.10 RT1	Four Seater Round Meeting Table	Executive Director, Director III Offices, BLGF COA Supervisor, NTRC, COA		1200 (dia)	750	8	Sets	
3.11 C4	Executive Room Meeting Chairs	Executive Director, Director III Offices, BLGF COA Supervisor, NTRC, COA	628	570	870-960	32	Sets	Within 90
3.12 GC1	5-Seater Gang Chair	Lobby Area	2960	680	780	2	Sets	Calendar Days upon receipt of the
3.14 AC1	Accent Chair	Lobby Area, Reception Area, Driver's Lounge	780	660	750	10	Sets	Notice to Proceed (NTP) as shown in the delivery
3.15 RC1	Reception Counter	NTRC, Lobby Area, Security Counter, BLGF Reception Area	900	300	800 (overall standing height 1100)	3	Sets	schedule below
3.16 DC	Dining Chair	Pantry, BLGF Pantry, Dry Pantry, Janitors' Room, NTRC COA Pantry	575	545	800	60	Sets	
3.17 T1	Pantry Table	Pantry, BLGF Pantry, Janitors' Room, NTRC COA Pantry	1600	800	750	14	Sets	
3.18 T2	Pantry Table	Pantry, BLGF Pantry, Janitors' Room, NTRC COA Pantry	1800	600	750	2	Sets	
3.20 MT1	Meeting Table	NTRCEA/NECCO, DOFPEA, Meeting Rooms	1800	900	750	19	Sets	

3.21 C5	oom NTRCEA/NECCO, DOFPEA, Meetin Rooms	470	470	1110 to 1210	50	Sets
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Code	Items	Locations	Dimensions (mm)			Quantity	Units	Delivery Period
			Length	Width	Height			
3.23 T3	Working Table	MIS Workshop Area	1600	800	750	4	Sets	
3.24 T4	Folding Training Table	BLGF Training Room	1600	600	750	28	Sets	Within 90
3.25 TC	Stackable Training Chair	BLGF Training Room	575	440	828	56	Sets	Calendar Days upon receipt of the Notice to
3.26 MP	Steel Mobile Pedestal	FASG, TRG, FIMG, MEG, LRCD, NTRC, COA, COA BLGF, Transaction and Cashier, Lobby Area Reception, BLGF Reception Area, BLGF Cashier, Elevator Lobby, Director III Offices, Executive Director, BLGF COA Supervisor	390	500	620	207	Sets	Proceed (NTP) as shown in the delivery schedule below

## **SUBJECT: Target delivery and installation**

Item			1 to 15	16 to 30	31 to 45	46 to 60	61 to 75	76 to 90
No.	Items	Quantity	days	days	days	days	days	days
					· ·			
	NTRC Area 1.a							
	Set of Workstations (WS1)	109						
	Staff Chair (C3)	110						
	Set of Division Chiefs (WS2)	10						
	Chief Chair (C2)	10						
	Visitor's chair (V1)	10						
	Set of Executive Table (ET1)	2						
	Executive Chair (C1)	2						
	4-Seater Round Table (RT1)	3						
	Executive Rooms Meeting Chairs							
	(C4)	12						
	Executive Visitor's chair (V2)	8						
	Meeting Table (MT1)	6						
	Meeting Chairs (C5)	16						
	Accent Chairs (Ac1)	2						
	Pantry Table (T1)	10						
	Pantry Table (T2)	2						
	Dining Chairs (DC)	44						
	Reception Counter (RC1)	1						
	3-Seater Sofa (S2)	1						

l	1		1	1		
2	NTRC Area 1.b					
	Set of Workstations (WS1)	65				
	Staff Chairs (C3)	68				
	Set of Division Chiefs (WS2)	9				
	Chief Chair (C2)	9				
	Visitor's chair (V1)	9				
	Set of Executive Table (ET1)	5				
	Executive Chair (C1)	5				
	4-Seater Round Table (RT1)	5				
	Executive Rooms Meeting Chairs					
	(C4)	20				
	Executive Visitor's chair (V2)	20				
	Meeting Table (MT1)	6				
	Meeting Chairs (C5)	16				
	Accent Chairs (Ac1)	4				
	3-Seater Sofa (S2)	3				
	Pantry Table (T1)	4				
	Dining Chairs (DC)	16				
	Working Table (T3)	4				
	Reception Counter (RC1)	1				
3	BLGF					
	Meeting Table (MT1)	7				
	Meeting Chairs (C5)	18				
	Accent Chairs (Ac1)	4				
	Folding Training Table (TS)	28				

Stackable Chairs (TC)	56			
Reception Counter (RC1)	1			
Staff Chair (C3)	3			
3-Seater Sofa (S2)	4			

Note: In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed on the undelivered item/s.

I hereby certify to comply a	and deliver all the above requirements.		
Name of Company/Bidder	Signature Over Printed Name of Representative	——————————————————————————————————————	_

# Section VII. Technical Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

# **Technical Specifications**

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. A statement in the Bidder's statement of compliance 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
1	The Bidder shall submit in whole and no partial bid shall be accepted.	
2	Production/Delivery Schedule:	
	a. The Bidder should be in the business of manufacturing of furniture and fixtures for at least 10 years in the Philippines. Indicate the manufacturing plant/facility's complete address, contact number and contract person/s as part of compliance;	
	b. Bidder's showing proof of ownership of machines and equipment for the manufacturing of furniture/fixtures/workstation (Indicate at least four (4) machines owned by the firm and currently being used in the manufacturing of furniture/fixtures/workstations, (e.g. Circular Cutter, Grinder, Shearing and Bending Machine)	
	c. Submit the following relevant documents i Delivery and Installation Schedule on-site	
3	Manpower requirements	
	a. One (1) Licensed Interior Designer, at least 3 years experience, preferably graduate of Interior Design Course (submit CV);	
	b. Production Supervisor, at least 3 years experience, preferably graduate of relevant 4 year course (submit CV)	
	c. Five (5) Furniture Assemblers, at least 5 years experience with the firm	
	d. Five (5) all around – furniture carpenter/installer/fitters	
4	After-sales service/parts	
	a. The firm must provide a service hotline	

	b. The firm assigned maintenance personnel must report to the DOF within forty-eight (48) hours after receiving the complaint and request for repair
	c. Free repair and free replacement of units, parts and components within one (1) year if DOF encounters quality problems
5	All furniture / fixtures / workstations to be delivered on-site must be compliant with the DOF required specifications. The winning bidder must provide a mock set-up of the workstation, including samples of the office chairs.
6	All items, materials and accessories to be included or incorporated in the Furniture Bid Package for the Supply, Delivery and Installation of DEPARTMENT OF FINANCE BUILDING (8th Floor Offices) as shown herein below must be new and not refurbished and in accordance with the technical specifications.

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
1.10	WS1 Work Station	1.70 m x 1.70 m	Work Desk  Modular work desk (1700mm x 700mm main desk and 1000mm x 450mm side return) table top using 0.7mm thick high pressure laminate woodgrain series on exterior face and 0.7mm thick high pressure laminate white stipple finish on interior face on 18mm thick marine plywood substrate complete with 1.0mm thick PVC edgeband. All cladding materials shall be machine applied thru machine pressed and machine edgebanding procedure.  Supplier to provide necessary hardware and accessories for table top mounting as per manufacturer's standards.  All accessories such as power box, grommet, side chest and wire/cable trays and raceways to be included and shall be in same metal powder coated finish. Submit proposals for approval.  Provide 60mm diameter zinc alloy chrome plated grommet per work desk.  Provide 45mm x 45mm PVC open slot wire cable raceway duct with cover lid mounted under desk or at partition.	1700 mm 1250 mm 720 mm 720 mm 720 mm 720 mm 720 mm		

	Contractor to submit powder coat		
	swatches, laminate swatches and		
	fabric swatches for approval.		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
			Pop-up outlet integration box  Supply, delivery and installation of powder coated 265.5mm x 130mm x 67mm zinc alloy material pop-up outlet - 4 module integration box. Provide 2 sets universal outlet module, 1 set 2 USB outlet charging outlet, 1 set 2 telephone outlet (RJ45). Submit sample for approval.	Desk grommet  Pop-up outlet integration box		
			Partition  45mm thk. Aluminum powder coated framed partitions with 2-6mm thk. Fabric tile with plywood substrate composed of 100% polyester yarns with fire resistant threads (1 hr. minimum fire resistance) total height of partition shall be 1200mm. Provide 1200mm height aluminum framed fabric partition and provide polished stainless steel + nylon adjustable glider for partitions.  Ga. 21 or 0.035" thk. 60mm x 30mm powder coated 6063 extruded aluminum raceway	Raceway incorporated at partition		

embedded to partition with snap on		
or flip cover. Raceway must be		
incorporated for all workstation		
partition		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICA TION	STATEMENT OF COMPLIANC E
			Provide 2 - 50/60mm diameter ABS plastic grommet (for power and auxiliary) on both faces of partition for wire and cable. Submit sample for approval.  Provide 100mm height aluminum powder coated base board/plate for all partitions.			
			Provide 50mm x 50mm powder coated aluminum square section connection post at corners complete with necessary hardware and accessories as per manufacturer's standards.	Grommet in between partition		
1.20	WS2 Division Head/Chief Work Station	1.80 M x 3.60 M	Modular work desk (1700mm x 700mm main desk and 1000mm x 450mm side return) table top using 0.7mm thick high pressure laminate woodgrain series on exterior face and 0.7mm thick high pressure laminate white stipple finish on interior face on 18mm thick marine plywood substrate complete with 1.0mm thick PVC edgeband. All cladding materials shall be machine applied thru	3400 mm  1000 mm  1700 mm  700 mm  1700 mm		

			machine pressed and machine edgebanding procedure.			
ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICA TION	STATEMENT OF COMPLIANC E
			Supplier to provide necessary hardware and accessories for table top mounting as per manufacturer's standards.	700 mn		
			All accessories such as power box, grommet, side chest and wire/ cable trays and raceways to be included and shall be in same metal powder coated finish. Submit proposals for approval.  Provide 60mm diameter zinc allow chrome plated grommet per work desk.	3400 mm 1720 mm		
			Provide 45mm x 45mm PVC open slot wire cable raceway duct with cover lid mounted under desk or at partition.	1200 mm		
			Contractor to submit powder coat swatches, laminate swatches and fabric swatches for approval.	1800 mm		
			Pop-up outlet integration box  Supply, delivery and installation of powder coated 265.5mm x 130mm x 67mm zinc alloy material pop-up outlet - 4 module integration box. Provide 2 sets universal outlet module, 1 set 2 USB outlet charging outlet, 1 set 2 telephone outlet (RJ45). Submit sample for approval.	Pop-up outlet integration box		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
			45mmm thk. Aluminum powder coated framed partitions with 2-6mm thk. Fabric tile with plywood substrate composed of 100% polyester yarns with fire resistant threads (1 hr. minimum fire resistance) total height of partition shall be 1200mm. Provide 1200mm height aluminum framed fabric partition and provide polished stainless steel + nylon adjustable glider for partitions.  Ga. 21 or 0.035" thk. 60mm x 30mm powder coated 6063 extruded aluminum raceway embedded to partition with snap on or flip cover. Raceway must be incorporated for all workstation partition.  Provide 2 - 50/60mm diameter ABS plastic grommet (for power and auxiliary) on both faces of partition for wire and cable. Submit sample for approval.  Provide 100mm height aluminum powder coated base board/plate for all partitions.	Raceway incorporated at partition		

Provide 50mm x 50mm powder		
coated aluminum square section		
connection post complete with		
necessary hardware and		
accessories as per manufacturer's		
standards.		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
1.30	ET1 Executive Table	1800 mm (L) x 800 mm (W) x 750 mm (H)	Executive Table Work Desk  (1800 mm (L) x 800 mm (W) x 750 mm (H)  Table top, leg panels and modesty panel (650mm height) using 0.7mm thick high pressure laminate woodgrain series on both faces on 18mm thick marine plywood substrate complete with 1.0mm thick PVC edgeband to match wood grain laminate. Contractor to provide necessary hardware and support as per manufacturer's standards. All cladding materials shall be machine applied thru machine pressed and machine edgebanding procedure.  Provide polished stainless steel + nylon adjustable glider for table legs.  Provide 60mm diameter zinc allow chrome plated grommet per work desk.  Provide 45mm x 45mm PVC open slot wire cable raceway duct with cover lid mounted under desk or at partition.	PVC wire cable raceway Desk grommet		

All accessories such as power box, grommet, side chest and wire/ cable trays and raceways to be included and shall be in same metal powder coated finish. Submit proposals for approval.		
Contractor to submit powder coat swatches, laminate swatches and fabric swatches for approval.		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANC E
			Pop-up outlet integration box			
			Supply, delivery and installation of powder coated 265.5mm x 130mm x 67mm zinc alloy material pop-up outlet - 4 module integration box. Provide 2 sets universal outlet module, 1 set 2 USB outlet charging outlet, 1 set 2 telephone outlet (RJ45). Submit sample for approval.			
			Back sliding cabinet	Pop-up outlet integration bo	Κ	
			1800mm (L) x 450mm (W) x 600mm (H)			
			Carcass, sliding door panels and 1 set loose shelf panel (350mm depth) using 0.7mm thick			
			high pressure laminate woodgrain series on			
			exterior face and 0.7mm thick high pressure			
			laminate white stipple finish on interior face			
			on 18mm thick marine plywood substrate			
			complete with 1.0mm thick PVC edgeband to			
			match wood grain laminate. Contractor to			
			provide necessary hardware and support as per manufacturer's standards. All cladding			

			materials shall be machine applied thru machine pressed and machine edgebanding procedure.  Provide SUS 202 120mm x 40mm satin stainless steel flush pull handle for sliding door panel  Provide steel + nylon roller set guide for each			
			sliding door panel complete with aluminum top and bottom rail in aluminum finish.			
			Provide 5mm diameter, pin type steel shelf support in nickel finish			
ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANC E
			Side Return			
			1600mm(L) x 450mm(W) x 600mm(H)			
			Carcass, sliding door panels and 1 set loose			
			shelf panel (350mm depth) using 0.7mm thick			
			high pressure laminate woodgrain series on			
			exterior face and 0.7mm thick high pressure			
			laminate white stipple finish on interior face on 18mm thick marine plywood substrate			
			complete with 1.0mm thick PVC edgeband to			
			match wood grain laminate. Contractor to			
			provide necessary hardware and support as per			
			manufacturer's standards. All cladding			
			materials shall be machine applied thru			
			machine pressed and machine edgebanding			
			procedure.			
			Provide SUS 202 120mm x 40mm satin			
			stainless steel flush pull handle for sliding			
			door panel			

Provide steel + nylon roller set guide for each sliding door panel complete with aluminum top and bottom rail in aluminum finish.
Provide 5mm diameter, pin type steel shelf support in nickel finish

TEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.03	C1 Executive Chair	1120 mm- 1300 mm (H) x 400 to 490 mm (D)	Full back 140 degrees recline with 5-position locking High-grade leather footrest Height and angle adjustable high grade leather headrest Height and angle adjustable armrest with Width adjustable frame Height and depth adjustable cushioned lumbar support Waterfall seating with seat sliding 5-gear adjustable height adjustable backrest Adjustable chair height Backrest load capacity: 100 kgs Seat load capacity: 200 kgs Headrest: Nylon shell w/ high-grade oil wax PU leather Headrest: Nylon shell w/ high-grade oil wax PU leather Seat: Nylon frame, 3-4cm thick shaped cotton, Mesh			

	Backseat: Nylon Mesh		
	Frame: Nylon Back Frame	ı	
	Lumbar Support: Thick styling soft cotton	ı	
	Armrest: Electroplated steel for the frame, soft		
	nylon armrest		
	Gas lift: SGS& BIFMA tested steel		
	Base: 350 high-strength aluminum alloy chair base		
	BIFMA certified gaslift, nylon base and nylon	ı	
	castors.		
	3 years warranty and lifetime service guarantee		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.04	C2 Division Chief Ergonomic Chair	1170- 1270mm (H) x 470mm (D)	Maximum recline: 118 degrees with 3 preset positions  Backrest load capacity: 125 kgs  Seat load capacity: 125 kgs  Height and angle adjustable headrest  Height and depth adjustable armrest  Height and depth adjustable lumbar support  Waterfall seat with seat sliding  Height-adjustable backrest  Gas lift and anti-skid wheels  Seat: Waterfall seat, nylon mesh  Backseat: Nylon Mesh  Caster wheels: 60mm BIFMA PU nylon wheels  Base: Aluminum alloy poslished 5-star base  Frame: Nylon Back Frame			

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATI ON	STATEMENT OF COMPLIANCE
			980-1080 mm (H) x 500mm (D)			
			Backrest load capacity: 100 kgs			
			Seat load capacity: 100 kgs	T		
			Height adjustable armrest			
		000	Height adjustable backrest			
	C3	980 to	Fixed lumbar support			
3.05	Ergonomic	1080 mm	Gaslift and anti-skid wheels			
	Staff Chair	(H) x 500	Seat: High quality fabric padded seat with high density	7 F		
		mm (D)	foam inside			
			Backseat: Nylon Mesh			
			Caster wheels: 50mm BIFMA PU nylon wheels			
			Base: Thickened nylon base	• 1		
			Frame: Nylon Back Frame			
		0.615M	0.615M (L) x 0.58 M (W) x 0,935 M (overall Height) x			
		(L) $\times 0.58$	0.45M (Seat Height)			
	V1	M(W)x	PU leather and stainless steel chair frame; Chair grip	550 450		
	Division	0,935 M	stability, not easy to slide.			
3.06	Chief	(overall	Removable transport, easy assembly; id-Back leather or			
	Visitor's	Height) x	fabric office chair, high density sponge; Leather or fabric	700		
	Chair	0.45M	seat filled with mould sponge; high and difficult to	615		
		(Seat	deformation; No adjustable seat height; Stainless steel			
		Height)	frame base conference chair; Capacity weight: 150kg			

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
			630mm x 470mm x 925mmH			
		630 mm x	Mid back chair type			
3.07	V2	470 mm x	Nylon mesh seat and back support			
3.07	Executive	925 mm	Faux PU leather arm cover			
		H	Framing and sled legs shall be steel chrome finish with gliders	40		
3.08	S2 3- Seater Sofa	1940mm Width x 770mm Depth x 830mm Height (450mm Seat Height)	1940mm Width x 770mm Depth x 830mm Height (450mm Seat Height) 3 Seater Sofa  Tufted linen + cotton fabric on high density foam - stain resistant fabric finish.  Solid wooden base and legs  Wood material with finish subject for antitermite treatment, wood stain and clear protective coating application.  Provide 2 pieces 400mm x 400mm high density foam in cotton fabric fabric throw pillows.			

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.10	RT1 Four Seater Round Meeting Table	1.2M (D) x 0.75M (H)	Round meeting table 1200mm diameter with 18mm thick marine plywood with 0.7mm thick wood grain high pressure laminate on both faces with 1mm thick PVC edgeband to match laminate finish. Provide 1.2mm thick x 50mm x 25mm BI steel square section tubular legs and framing in powder coated finish.  Provide polished stainless steel + nylon adjustable glider for table legs.  Submit laminate and powder coat swatches for approval.			
3.11	C4 Executive Room Meeting Chairs	628mmL x 570mm W x 870- 960mmH	Faux PU leather upholstery with lumbar support With tilt-lock mechanism BIFMA passed Gas-lift and anti-skid wheels Steel frame Caster wheels: 60mm BIFMA PU nylon wheels Aluminum-alloy base casters Aluminum-alloy armrest with faux PU leather cover Submit leather swatch and samples for approval	202-002-002-002-002-002-002-002-002-002		

			2960mmL x 680mmW x 780mmH		
			Seat material is 1.2mm thick perforated metal sheet in powder coated finish.		
	GC1	2960mmL	Arm and legs shall be 1.0mm thick chrome plated steel.		
3.12	5-Seater Gang Chair	x 680mmW x 780mmH	Metal beam support shall be 1.5mm thickl metal tubular section in powder coated finish.		
			Load capacity of 150kg per seat.		
			Submit powder coat paint swatches for approval.		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.14	AC 1 Accent Chair	660mmW x 780mmD x 750mmH	660mmW x 780mmD x 750mmH  Linen + cotton fabric on high density foam - stain resistant fabric finish.  Solid wooden base, arms and leg framing  Wood material with raw finish subject for anti-termite treatment and clear varnish application.  Provide 1 piece 600mm x 400mm high density foam in cotton fabric fabric throw pillows.			

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
NO.		SIZE	Lobby Reception Counter  Main Desk Dimensions: 1500mm x 600mm x 750mm  Standing Table Mount Dimensions: 900mm length x 300mm width x 800mm height. Overall standing table height - 1100mm  Table top shall be composed of 0.7mm thick high pressure laminate faux granite/ marble finish on exposed faces and	IWAGE		COMPLIANCE
3.15	RC1 Reception Counter		0.7mm white stipple finish on interior faces on 18mm thick marine plywood substrate complete with 2mm thick PVC edgeband. All cladding materials shall be machine applied thru machine pressed and machine edgebanding procedure.  Sidings shall be composed of 0.7mm thick high pressure laminate faux granite finish on exposed faces and 0.7mm white stipple finish on interior faces on 18mm thick plywood substrate complete with 2mm thick PVC	PVC wire cable raceway  Desk grommet		

T		1
edgeband. All cladding materials		
shall be machine applied thru		
machine pressed and machine		
edgebanding procedure.		
Accent standing table and sidings		
_		
shall be composed of 0.7mm		
thick high pressure laminate		
woodgrain series on exposed		
faces and 0.7mm white stipple		
finish on interior faces on 18mm		
thick plywood substrate		
complete with 2mm thick PVC		
edgeband. All cladding materials		
shall be machine applied thru		
machine pressed and machine		
edgebanding procedure.		
Provide polished steel + nylon		
adjustable gliders.		
Provide 60mm diameter zinc		
allow chrome plated grommet		
per work desk.		
Provide 45mm x 45mm PVC		
open slot wire cable raceway		
duct with cover lid mounted		
under desk or at partition.		
1		
Contractor to submit powder coat		
swatches, laminate swatches and		
1		
fabric swatches for approval.		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
			Pop-up outlet integration box  Supply, delivery and installation of powder coated 265.5mm x 130mm x 67mm zinc alloy material pop-up outlet - 4 module integration box. Provide 2 sets universal outlet module, 1 set 2 USB outlet charging outlet, 1 set 2 telephone outlet (RJ45). Submit sample for approval.	Pop-up outlet integration box		
3.16	DC Dining Chair	545mm x 575mm x 800mmH	Folypropelene (PP) plastic seat and back rest in injection molding process  19 x 42 x 1.5mm thick iron tube leg in powder coated finish  Submit sample for approval.	Seat Ht: 46cm		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.17	T1 Pantry Table	X 000 IIIII	l tinich high processro lominata on intarior l			

		square section tubular legs and framing in powder coated finish.  Provide polished stainless steel + nylon adjustable glider for table legs.  Submit laminate and powder coat swatches for approval.		
3.18 T2 Pantry Table	1800mmL x 600mmW x 750mmH	18mm thick marine plywood with 0.7mm thick Faux granite high pressure laminate on exterior face and 0.7mm white stipple finish high pressure laminate on interior face with 1mm thick PVC edgeband to match exterior laminate finish. Provide 1.2mm thick x 50mm x 25mm BI steel square section tubular legs and framing in powder coated finish.  Provide polished stainless steel + nylon adjustable glider for table legs.  Submit laminate and powder coat swatches for approval.		

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.20	MT1 Meeting Table	1800mm (L) x 900mm (W) x 750mm (H)	Table top shall be composed of 0.7mm thick high pressure laminate faux granite/ marble finish on top face and 0.7mm thick white stipple finish on bottom face on 18mm thick marine plywood substrate complete with 2mm thick PVC edgeband. All cladding materials shall be machine applied thru machine pressed and machine edgebanding procedure.  Legs shall be steel and aluminum material in black powder coated finish complete with necessary connectors and tubular supports as per standard.  Contractor to provide adjustable gliders on each leg.  Provide 60mm diameter x 800mmL (114 nodes) ABS black plastic snake pipe wire management  Pop-up outlet integration box  Supply, delivery and installation of powder coated 265.5mm x 130mm x 67mm zinc alloy material pop-up outlet - 4 module integration box. Provide 4 sets universal outlet module. Submit sample for approval.			
3.21	C5 Meeting Room Chair	470mm x 470mm x 1110- 1210mm (H)	470mm x 470mm x 1110-1210mmH  Faux PU leather upholstery with lumbar support With tilt-lock mechanism  BIFMA passed Gaslift and anti-skid wheels Steel frame Caster wheels: 60mm BIFMA PU nylon wheels Aluminum-alloy base casters Aluminum-aloy armrest with faux PU leather cover Submit leather swatch and samples for approval			

TEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.23	T3 Working Table	1600mm (L) x 800mm (W) x 750mm (H)	18mm thick marine plywood with 0.7mm thick Faux granite high pressure laminate on exterior face and 0.7mm white stipple finish high pressure laminate on interior face with 1mm thick PVC edgeband to match exterior laminate finish. Provide 1.2mm thick x 50mm x 25mm BI steel square section tubular legs and framing in powder coated finish.  Provide polished stainless steel + nylon adjustable glider for table legs.  Submit laminate and powder coat swatches for approval.  Provide 45mm x 45mm PVC open slot wire cable raceway duct with cover lid mounted under desk or at partition.  Provide polished steel + nylon adjustable gliders.  Provide 60mm diameter zinc allow chrome plated grommet per work desk.  Contractor to submit powder coat swatches, laminate swatches and fabric swatches for approval.  Pop-up outlet integration box  Supply, delivery and installation of powder coated 265.5mm x 130mm x 67mm zinc alloy material popup outlet - 4 module integration box. Provide 2 sets universal outlet module, 1 set 2 USB outlet charging outlet, 1 set 2 telephone outlet (RJ45). Submit sample for approval.			

ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.24	T4 Folding Training Table	1600 mm (W) x 600 mm (D) x 750 mm (H)	Table top shall be composed of melamine laminate on 18mm thick marine plywood substrate complete with 2mm thick PVC edgeband. All cladding materials shall be machine applied thru machine pressed and machine edgebanding procedure.  Provide 1600mnmL x 400mmH modesty panel using melamin laminate on both faces on 18mm thick plywood substrate complete with 2mm thick PVC edgeband. All cladding materials shall be machine applied thru machine pressed and machine edgebanding procedure. Provide necessary mounting brackets and hardwares as per manufacturer's standards.  2mm thick legs with folding mechanism complete with necessary hardware and accessories as per manufacturer's standards.  Caster wheels: 60mm BIFMA PU nylon wheels with lock function  Max weight capacity: 40 kgs			
3.25	TC Stackable Training Chair	440mm x 575mm x 828mmH	Mid back chair type Faux PU leather upholstery with high density foam Provide plywood board base Framing and sled legs shall be steel chrome finish with gliders			

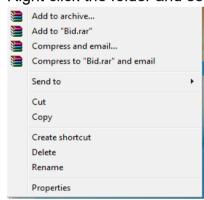
ITEM NO.	ITEMS	SIZE	DESCRIPTION	IMAGE	BIDDERS PROPOSED SPECIFICATION	STATEMENT OF COMPLIANCE
3.26	MP Steel Mobile Pedestal	390mm (W) x 500mm (D) x 620mm (H)	Combination Gauge 20 and Gauge 21 cold rolled steel material  Powder coated with rust-proofing treatment  With heavy duty soft close ball bearing drawer guides  With drawer 1 set drawer organizer  35kg load capacity  Provide centralized key lock mechanism  Caster wheels: 60mm BIFMA PU nylon wheels  ANSI-BIFMA standard compliant			

Items	Bidder's Proposal	Bidder's Statement of Compliance
For Office chairs, contractor to submit design options for chair distinctions per category		
Contractor to submit material and hardware swatches for comments and approval of end user and designer prior to		
fabrication		
Contractor to submit shop drawing showing design intent and dimensions of furniture prior to fabrication.		
All furniture and fixture are to be assembled on site at the expense of the contractor/bidder		
All laminated and edge bands should be machine applied, manual/site applied laminate and edge bands are subject for		
rejection		
The end-user and designer has the right to reject delivered items n the absence of submission of swatches and shop		
drawings.		

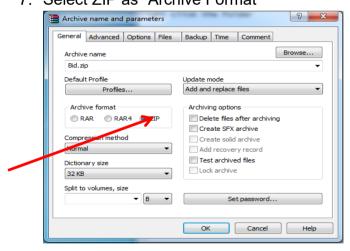
I hereby certify to comply with all the above Technical Specifications.						
Name of Company/Bidder	Signature Over Printed Name of Representative	Date				

#### Steps on How to Zip and Upload Files using Electronic Bid Submission

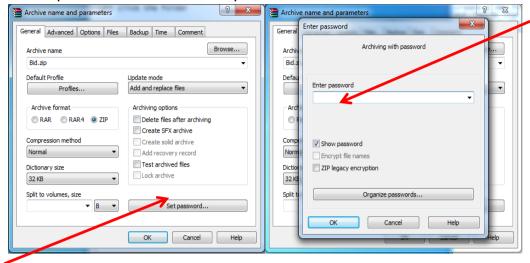
- 1. Scan or convert the bid documents to PDF format.
- 2. Download the free WinRAR software (rarlab.com) and install.
- 3. Create two (2) New Folders.
- 4. Rename the folders with these formats:
  - a. Technical Bid ITB No. < Insert ITB No. > < Insert Name of Company>
  - b. Financial Bid ITB No. < Insert ITB No. > < Insert Name of Company>
- 5. Put the scanned bid documents inside the folders in PDF format.
- 6. Right click the folder and select "Add to archive..."



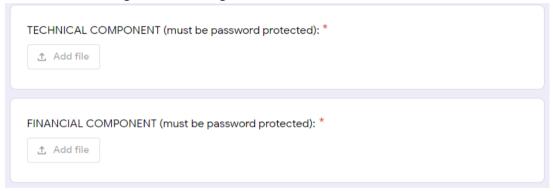
7. Select ZIP as "Archive Format"



8. Click "Set password" and enter the password



9. Upload the ZIP file with password in the online link to be shared only to bidders who bought the bidding documents:



# 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 $\Box$ (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; and □ (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 $\Box$ (d) 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 Section VI. Schedule of Requirements and Section VII. Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and $\Box$ (f) 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.

	<u>Fin</u>	ancia	d 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;
			<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.
	<u>Oth</u>	ier do	cumentary requirements under RA No. 9184 (as applicable)
		(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.
		(j)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
25	FIN	NAN(	CIAL COMPONENT ENVELOPE
		(a)	Original of duly signed and accomplished Financial Bid Form; and
		(b)	Original of duly signed and accomplished Price Schedule(s).

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

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

# Supply, Delivery and Installation of Furniture/Fixtures/Workstations for the DOF 8th Floor Offices, EDPC Building IB No. 2022-02-G.

Code	Items	Locations	Dimensions (mm)			Quantity	Units	Unit Cost	Total Amount
			Length	Width	Height				
		FASG, TRG, FIMG, MEG, LRCD, NTRC, COA, COA BLGF	1700	1700		174	SETS		
1.10 WS1	Partition for WS1	FASG, TRG, FIMG, MEG,	1700		1100	315	PCS		
	Partition for WS1	LRCD, NTRC, COA, COA BLGF	720		1100	174	PCS		
1.20	Division Chief Work Station		1800	3600		19	SETS		
1.20 WS2	Partition for CS1 Division Chief Work Station	FASG, TRG, FIMG, MEG, LRCD	3600		1100	38			
			1800		1100	19			
			150		1100	19			
		FASG, TRG, FIMG, MEG, LRCD	700		1100	19			

1.30 ET1	Executive Table	Executive Director, Director III Offices, BLGF, COA Supervisor	1800	800	750	7	SETS	
3.03 C1	Executive Chair	Executive Director, Director III Offices, BLGF, COA Supervisor		400-490 Depth	1120 to 1300	7	PCS	
3.04 C2	Ergonomic division Chief Chair	FASG, TRG, FIMG, MEG, LRCD		470 Depth	1170 to 1270	19	PCS	
3.05 C3	Ergonomic Staff Chair	FASG, TRG, FIMG, MEG, LRCD, NTRC, COA, COA BLGH, Transaction and Cashier, Lobby Area Reception, BLGF Reception Area, BLGF Cashier, Elevator Lobby		500 Depth	980-1080	181	PCS	
3.06 V1	Division Chief Visitor's Chair	FASG, TRG, FIGM, MEG, LRCD	615	580	935 (overall height) 450 (seat height)	19	PCS	

Code	Items	Locations	Dimensions (mm)		Quantity	Units	<b>Unit Cost</b>	<b>Total Amount</b>	
			Length	Width	Height				
3.07 V2	Executive Visitor's Chair	Executive Director, Director III Offices, BLGF COA Supervisor	630	470	925	28	PCS		
3.08 S2	3-Seater SOFA	Executive Director, Lobby Area	770 Depth	1940	830 height	8	PCS		

					450 seat height			
3.10 RT1	Four Seater Round Meeting Table	Executive Director, Director III Offices, BLGF COA Supervisor, NTRC, COA		1200 (dia)	750	8	PCS	
3.11 C4	Executive Room Meeting Chairs	Executive Director, Director III Offices, BLGF COA Supervisor, NTRC, COA	628	570	870-960	32	PCS	
3.12 GC1	5-Seater Gang Chair	Lobby Area	2960	680	780	2	Sets	
3.14 Ac1	Accent Chair	Lobby Area, Reception Area, Driver's Lounge	780	660	750	10	Sets	
3.15 RC1	Reception Counter	NTRC, Lobby Area, Security Counter, BLGF Reception Area	900	300	800 (overall standing height 1100)	3	Sets	
3.16 DC	Dining Chair	Pantry, BLGF Pantry, Dry Pantry, Janitors' Room, NTRC COA Pantry	575	545	800	60	Sets	
3.17 T1	Pantry Table	Pantry, BLGF Pantry, Janitors' Room, NTRC COA Pantry	1600	800	750	14	Sets	
3.18 T2	Pantry Table	Pantry, BLGF Pantry, Janitors' Room, NTRC COA Pantry	1800	600	750	2	Sets	
3.20 MT1	Meeting Table	NTRCEA/NECCO, DOFPEA, Meeting Rooms	1800	900	750	19	Sets	
3.21 C5	Meeting Room Chair	NTRCEA/NECCO, DOFPEA, Meeting Rooms	470	470	1110 to 1210	50	Sets	

Code	Items	Locations	Dimensions (mm)			Quantity	Units	Unit Cost	Total Amount
			Length	Width	Height				
3.23 T2	Working Table	MIS Workshop Area	1600	800	750	4	Sets		
3.24 TS	Folding Training Table	BLGF Training Room	1600	600	750	28	Sets		
3.25 TC	Stackable Training Chair	BLGF Training Room	575	440	828	56	Sets		
3.26 Steel Mobile Pedestal		FASG, TRG, FIMG, MEG, LRCD, NTRC, COA, COA BLGF, Transaction and Cashier, Lobby Area Reception, BLGF Reception Area, BLGF Cashier, Elevator Lobby, Director III Offices, Executive Director, BLGF COA Supervisor	390	500	620	207	Sets		
GRAND TOTAL									

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	

## **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHI	LIPPINES)	
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]

## **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	s (hereinafter ca	alled "the Entity")	of the one part and
[name of Supplier] of [city and country of	f Supplier] (her	einafter called "th	e 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 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; 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, [Named 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 above-mentioned sum in accordance with the terms of the Bidding.

#### 5. Data Privacy Compliance

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

6. Consent to the Processing of Personal Information

As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity's processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

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 Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### Acknowledgment

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

# **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### **AFFIDAVIT**

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, 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 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	WHEREOF, 1 Philippines.	I have	hereunto	set my	hand	this _	_ day	of,	20 at
			[Insert	NAME (	OF BII	DDER	OR ITS	S AUTH	ORIZED
					REPR	ESENT	TATIVE	<i>[]</i>	
				[Insert	signat	ory's le	egal ca	pacity]	
						Affian	t		

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

# Statement of all Ongoing Government and Private Contracts including Contracts Awarded but not yet Started

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company	Signature over Printed Name of Representative	Date

# Statement of Single Largest Completed Contract Similar to the Contract to be Bid

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice
							(Attach a copy)

Name of Company	Signature over Printed Name of Representative	Date

**Note:** Attach a copy of the **End User's Acceptance or Official Receipt or Sales Invoice** as proof for the SLCC as per GPPB Circular No. 04-2020 dated September 16, 2020.

