

PHILIPPINE BIDDING DOCUMENTS

Supply and Door to Door Delivery of School Furniture for Elementary, Junior and Senior High Schools Under the Basic Educational Facilities Fund (BEFF) School Furniture Program CY 2022 (ROIVA-23-04)

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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.



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON

INVITATION TO BID

for the Supply and Door to Door Delivery of School Furniture for Elementary, Junior and Senior High Schools Under the Basic Educational Facilities Fund (BEFF) School Furniture Program CY 2022 (ROIVA-23-04)

1. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON**, through its Bids and Awards Committee (BAC), is inviting interested parties to bid the hereunder project:

Name of Project : **Supply and Door to Door Delivery of School Furniture for Elementary, Junior and Senior High Schools Under the Basic Educational Facilities Fund (BEFF) School Furniture Program CY 2022 (ROIVA-23-04)**

Location and Place : Batangas, Laguna, Quezon and Tayabas
Delivery (See Allocation list in the PBD "Annex "A")

Delivery Period : 90 Calendar Days

2. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON**, through the **Government of the Philippines (GOP) under FY-2022 BEFF-SFP (Current Fund)** intends to apply the sum of **THIRTY EIGHT MILLION ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED PESOS (Php38,152,800.00)**, being the Approved Budget for the Contract (ABC) to payment under the contract for the **Supply and Door to Door Delivery of School Furniture for Elementary, Junior and Senior High Schools Under the Basic Educational Facilities Fund (BEFF) School Furniture Program CY 2022**, breakdown as follows:

No. Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher's Table & Chair Set	Approved Budget for Contract (ABC)
50	7,830	3,626	400	264	38,152,800.00

T O T A L	38,152,800.00
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Bids received in excess of the ABC and late bids shall be rejected at bid opening.

3. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** now invites bids for the above Procurement Project. Delivery of the Goods is required **90 calendar days, shall start three (3) calendar days upon receipt of the Notice to Proceed.** Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

4. 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.

5. Prospective Bidders may obtain further information from the **Department of Education Region IV-A CALABARZON, BAC Secretariat** and inspect the Bidding Documents at the address given below from **8:00am to 5:00pm.**

6. A complete set of Bidding Documents may be acquired by interested bidders on **September 28, 2023 to October 18, 2023** from given address above and its website, and 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 (PHP25,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

7. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** will hold a Pre-Bid Conference¹ on **October 6, 2023 at 9:00 in the morning** at **Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Gate 2 Karangalan Drive, Cainta, Rizal,** which shall be open to prospective bidders.

¹ 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.

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 18, 2023 until 9:40 in the morning**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **October 18, 2023 at 10:00 in the morning at Bulwagan ng Karangalan, Gate 2 Karangalan Drive, Cainta, Rizal**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

JOCELYN L. MARTIN

Head-BAC Secretariat/Administrative Officer IV
Procurement Unit
DepEd Region IV-A Calabarzon
Gate 2 Karangalan Drive, Cainta, Rizal
Email add: bac.calabarzon@deped.gov.ph
Cel. No./Viber No.: 09175361866

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://depedcalabarzon.ph/bid-documents> **OR go to depedcalabarzon.ph, on the menu, go to Transparency > Bid Documents**

September 25, 2023

(SGD) LOIDA N. NIDEA
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, **DepEd Region IV-A CALABARZON** wishes to receive Bids for the **Supply and Door to Door Delivery of School Furniture for Elementary, Junior and Senior High Schools Under the Basic Educational Facilities Fund (BEFF) School Furniture Program CY 2022** with identification number **ROIVA-23-04**.

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 **FY-2022 BEFF-SFP (Current Fund)** intends to apply the sum of **THIRTY-EIGHT MILLION ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED PESOS (Php38,152,800.00)**.

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids or 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: For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project **on October 6, 2023 at 9:00am** at its physical address at Gate 2 Karangalan Drive, Cainta, Rizal 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 **5 years** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers

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

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit 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.

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.

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

- 20.1 *Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and Delivery of School Furniture for Elementary, Junior and Senior High Schools. b. completed within 5 years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted Delivered Duties Paid (DDP) .
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php763,056.00 or <i>equivalent to two percent (25%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php1,907,640.00 or <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.
15	Bidder shall submit hard copies of their proposals manually, three sets (original, copy 1, and copy 2)
19.3	To be awarded in one (1) Contract
20.2	<p>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 requirements:</p> <ul style="list-style-type: none"> a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank; <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission; and</p> <ul style="list-style-type: none"> b. Other appropriate licenses and permits required by law and stated in this BDS. <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p>

	<p>a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</p> <p>b. Original copy of Class “A” Eligibility documents for validation purposes as well as the technical and financial documents submitted during bid opening.</p> <p>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</p> <p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in Section II. ITB 20.2.</p> <p>The envelope shall be placed in a brown envelope and marked:</p> <p>ITB 20.2 Documents Name of Project: _____ Bid Opening Date: _____ Name of Bidder: _____</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
21.2	No additional document

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [Ex-Supplier’s Warehouse]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are indicated in the succeeding portions.</p> <p>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is School Inspectorate Team and Accepted by the School Property Custodian.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services.</p>
	<p>Packaging –</p> <p>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.</p>

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

Project Name

Items inside (name, general description, quantity)

Packaging/Unpacking instructions

- Gross weight

- Any special lifting instructions

- Any special handling instructions

- Any relevant HAZCHEM classifications

Supplier's Name and Contact Details

Recipients Name and Contact Details

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 –

The Supplier shall, upon notice to DepEd Region IV-A CALABARZON, ensure that items/goods are made available for transportation from its warehouse to project sites and that the goods/items are packaged, sealed, ready and fit for transport.

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 Region IV-A CALABARZON, 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 Region IV-A CALABARZON, defined as the Project Site, transport to such place of destination in Region IV-A CALABARZON, 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.

	<p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<p>Schedule of Payment:</p> <p>Supplier may submit a request for payment based on the Progress Reports which shall be attached to the progress billing and should include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and acceptance reports, including certification by supplier, as approved by duly authorized of the Procuring Entity representative, that the items have been delivered on/or properly installed and commissioned in accordance with the contract.</p> <p>Delivery documents as may be subsequently prescribed by the Procuring Entity shall be provided by the Supplier.</p> <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to Asset Management Section and Procurement Unit (Administrative Service Division)).</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:</p> <p><i>Progress payment shall be allowed for the Supplier upon accomplishment/delivery of at least 25% of the requirement of the contract.</i></p> <p><i>Final payment shall be effected upon 100% delivery of all the requirements.</i></p>

	<p><i>Three percent (3%) retention money shall be deducted for every progress payment.</i></p>
	<p>Performance Security</p> <p>The Performance Security shall be posted in favor of DepEd Region IV-A CALABARZON, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from Procuring Entity, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, The Procuring Entity may reject such security if any such intercalation or alteration affects any materials information or feature of the document</p>
4	<p>Inspection</p> <p>Inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd Region IV-A CALABARZON through the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd Region IV-A CALABARZON of the readiness of the goods for inspection.</p> <p>In case the inspection of goods will be conducted by the designated Inspectorate Team of the DepEd Region IV-A, the Supplier shall coordinate with DepEd Region IV-A CALABARZON, through the Procurement Unit, on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and contain the following information:</p> <ol style="list-style-type: none"> a. Project Title and Contract Number; b. Specific goods for inspection; c. Quantity of goods for inspection; d. Venue/Address of inspection site; and e. Proposed schedule of inspection which must be at least ten (10) calendar days from the submission of the letter request. <p>The request for inspection or PDI shall be addressed to Procurement Unit and must be submitted through email at bac.calabarzon@deped.gov.ph.</p> <p>Pre-delivery and Pre-implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Region IV-A CALABARZON Inspectorate Team, as may be necessary or applicable. Prior to and for purposes</p>

	<p>of inspection, the Supplier shall ensure convenient access to the goods for inspection.</p> <p>The Supplier shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after the inspection.</p> <p>DepEd Region IV-A CALABARZON shall have the right to visit and inspect the Supplier's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess the Supplier's capacity to discharge its contractual obligations.</p> <p>Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by DepEd Region IV-A CALABARZON and be replaced by the Supplier in accordance with the warranty provision of this bidding document. The Supplier shall not deliver rejected, defective goods. Goods are considered defective when they are unfit for the use for which it is intended or its fitness for such use is diminished.</p> <p>Defects in the goods can either be patent or latent. A patent defect is one that is apparent to the buyer or normal observation. It is an apparent or obvious defect. On the other hand, a latent defect is one that is not apparent to the buyer by reasonable observation. A latent defect is hidden or one that is not immediately determinable.</p>
	<p>WARRANTY</p> <ol style="list-style-type: none"> 1. The supplier shall supply and deliver only the best furniture for the learners and teachers. 2. The supplier warrants that any damage or defect in the goods delivered, the supplier shall automatically and immediately replace the same with no question at no cost to the school, within two weeks from the time of the defects become apparent and reported by the school or the Department. 3. The supplier shall replace or immediately compensate the school for replacement of damaged goods, unassembled furniture, or any other defects attributable to the delivery and factory defect of the items delivered within two years from delivery, except for damages caused while being used by the learners in the school. 4. Supplier must immediately replace defective furniture and deliver its replacement without any cost within one week from the reported presence of defects. Supplier cannot deny or refuse the immediate replacement of the reported patently defective goods delivered to the school reasoning the goods were accepted by the school who are not experts to determine the quality of the goods delivered.

	<p>5. Failure to do so, will be a valid ground to terminate the contract for default and cause the blacklisting of the supplier from participating in any government contract for a period of 5 years.</p>
	<p>LIQUIDATED DAMAGES</p> <p>1. When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extension, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages.</p> <p>2. An amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity.</p> <p>3. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned.</p> <p>3. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed herein in calendar days to the number of days within which the items should be made available for inspection and acceptance by DepEd, at the suppliers designed by DepEd, at the supplier's designated Warehouse, pursuant to clause 1 of the SCC.

No. Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher's Table & Chair Set	Contract Duration
50	7,830	3,626	400	264	90 Calendar Days

ADDITIONAL REQUIREMENT AND INSTRUCTION:

1. **The bidder with the LOWEST CALCULATED BID (LCB) must submit during the post-qualification Certification/s from the DOST as stated below:**

Goods	Type of Test	Level
Learners/Teachers Chair	PNS ISO 7173:2006	5
Learner's Table	BS EN 15372:2016	2
Teacher's Table	BS EN 15372:2016	3

2. **Also, the bidder with the LCB shall present the actual goods tested by DOST and submit one (1) sample of each of the following during post-qualification:**
 - a. **Elementary Individual Learner Table and Chair Set;**
 - b. **Secondary Individual Learner Table and Chair Set; and**
 - c. **Teacher's Table and Chair Set.**
3. **The winning bidder, during delivery shall provide buffer stocks for immediate replacement, in case delivered goods are damaged.**

CONTRACT DURATION:

The Contract period shall start three (3) calendar days upon the receipt of the Notice to Proceed.

DELIVERY SITES:

Goods shall be delivered and inspected at the Schools stipulated in the Allocation lists. **See ANNEX "A".**

REMINDERS ON THE DELIVERY OF GOODS:

THE SUPPLIER SHALL ENSURE THAT:

1. The school furniture shall be delivered door-to-door. The supplier shall be responsible for the transport of the school furniture from the manufacturer's plant up to the recipient school.
2. All materials used in the school furniture to be delivered to the school shall be free from defects, poor finish for poor paint job, presence of termites or any wood boring insects, poor assembly, untreated wood, substandard materials, imperfection and other analogous defects for the use of the students.
3. Only school furniture with the best quality and workmanship shall be acceptable to the Department.
4. All school furniture found to be with defects, imperfections, poor of quality and poor workmanship shall be rejected by the Department at any stage of the contract implementation.
5. The school furniture when delivered shall be assembled.
6. Delivery shall be during office hours (8:00am to 5:00pm). The Supplier shall refrain from delivering goods on Saturday, Sunday and Holidays.
7. Delivered school furniture at site shall be inspected by the School Inspectorate Team and Accepted by the School Property Custodian.
8. The Delivery Receipt (DR) shall be signed by the School Property Custodian.

Technical Specifications

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

THE SCHOOL FURNITURE DESIGN AND COSTING TO BE USED AS FOLLOWS:

A. For Regular Suppliers

User	Type of Furniture	Type of Material	Unit Cost per item	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER’S ACTUAL OFFER
Elementary, Junior High School and Senior High School Learners	Individual Learner’s Table	Combination of Wood and Steel	Php1,764.00		
	Individual Learner’s Chair	Combination of Plastic and Steel	Php1,336.00		
	Teacher’s Table	Combination of Wood and Steel	Php4,091.00		
	Teacher’s Chair	Combination of Wood and Steel	Php1,209.00		

Detailed Technical Specifications:

<u>SPECIFICATION</u>	STATEMENT OF COMPLIANCE (State Comply or Not Comply) WITH ATTACHED EVIDENCE (MOV)
See attached Annex “B” and Annex “C” for the Detailed Technical Specifications and Drawings.	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **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**
- (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 the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (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.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) [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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

