

BIDDING DOCUMENTS

(As Harmonized with Development Partners)

The seal of the Office of the President, Optical Media Board is a circular emblem. It features a central sunburst with rays extending upwards and downwards. Below the sunburst are three yellow stars. At the bottom of the seal is a stylized representation of a CD or DVD with a central hole and concentric rings. The text "OFFICE OF THE PRESIDENT" is written in a semi-circle at the bottom, and "OPTICAL MEDIA BOARD" is written in a semi-circle at the top. The entire seal is rendered in a light, semi-transparent grey color.

FOR THE REPAIR AND IMPROVEMENT OF OMB OFFICE

Location: 35 Scout Limbaga St., Laging Handa, Quezon City

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.

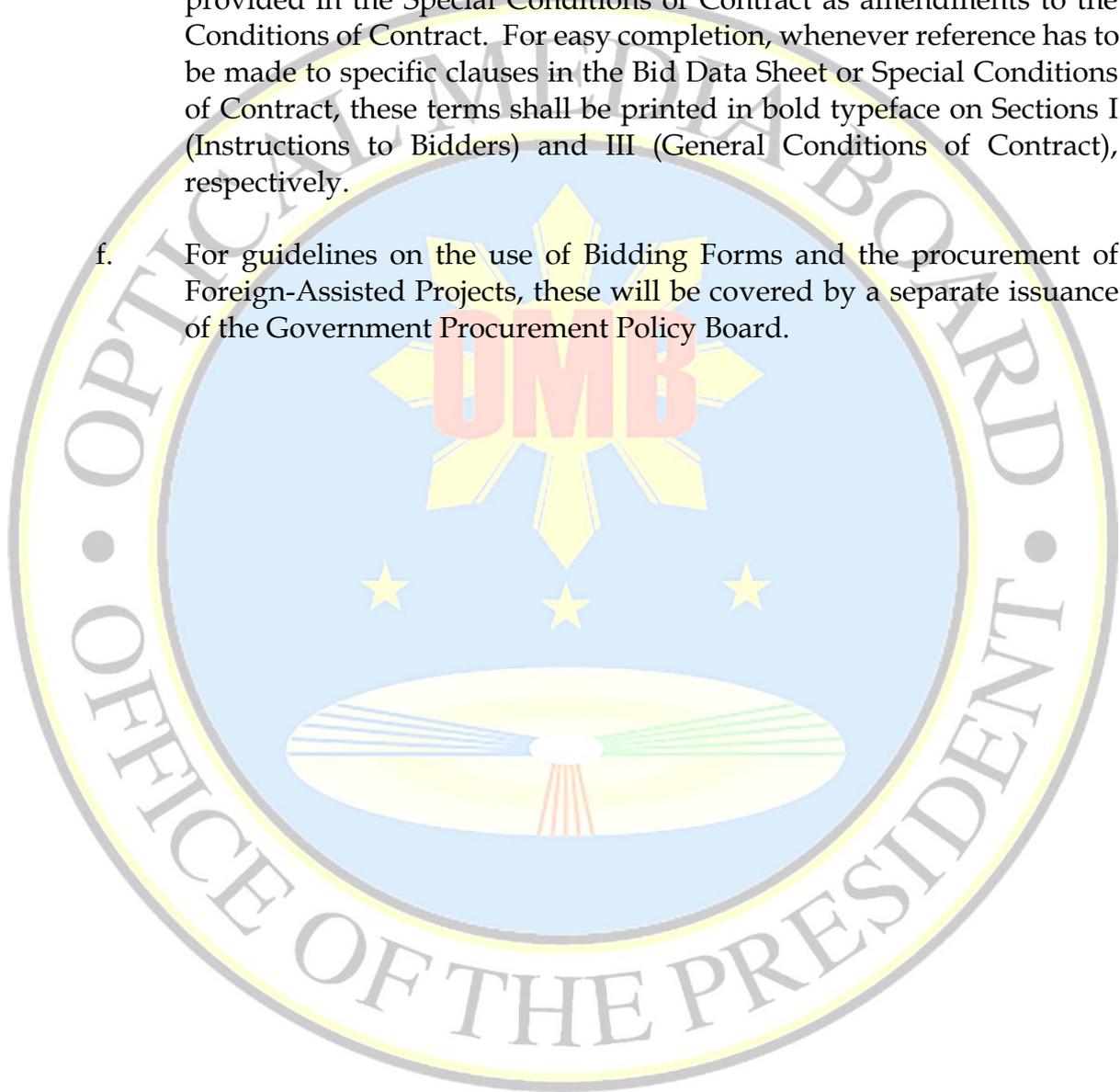


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Glossary of Acronyms, Terms, and Abbreviations

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 Bidders



BIDS AND AWARDS COMMITTEE

**INVITATION TO BID
FOR THE
REPAIR AND IMPROVEMENT OF OMB OFFICE**

Approved Budget for the Contract: Php3,700,000.00

(Bid Ref. No. OMB-20-11-0001)

1. The *Optical Media Board (OMB)*, through the *General Appropriations Act of 2020 (GAA2020)* intends to apply the sum of **THREE MILLION SEVEN HUNDRED THOUSAND PESOS (Php3,700,000.00)**, in **Philippine currency**, being the ABC to payments under the contract for repairs and improvement of OMB Office. *Bids received in excess of the ABC shall be automatically rejected at bid opening.*

DESCRIPTION	ABC (VAT INCLUSIVE)		FUNDING SOURCE	BID SECURITY IN ANY OF THE FOLLOWING FORMS:	COST OF BID DOCUMENTS (CASH PAYMENT ONLY) (Php)
	UNIT PRICE	TOTAL			
Repair and Rehabilitation of OMB office	Php3,700,000	Php3,700,000	Agency Specific Budget RA11465 MOOE	<ul style="list-style-type: none"> • Bid Securing Declaration • Cash or Cashier's/ Manager's Check * equivalent to at least 2% of the ABC • Bank Guarantee/ Bank draft or Irrevocable LC* • Surety bond callable upon demand ** 	Php5,000.00

2. The **OMB** now invites bids for the above Procurement Project. Delivery of the Goods and Services is required to be completed by **28 December 2020**. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible

bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least seventy-five percent (75%) 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 **OMB** and inspect the Bidding Documents at the address given below during *Mondays to Fridays, 8:00 am to 4:00pm.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on **03 November 2020** from the given address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00), in Philippine Currency.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or via email.*
6. The **Schedule of Bidding Activities** shall be as follows:

ACTIVITIES	TIME	VENUE
Sale and Issuance of Bid Documents	Mondays to Fridays, 8:00 AM to 4:00 PM Starting 03 November 2020	
Pre-Bid Conference	2:00 PM, 11 November 2020 Through video conference via zoom, which shall be open to all prospective bidders.	BAC Secretariat 35 Scout Limbaga Street, Barangay Laging Handa, Quezon City
Submission and Opening of Bid Documents*	2:00 PM, 23 November 2020 <i>*Late Bids shall not be accepted</i>	

7. Bids must be duly received by the BAC Secretariat through: (i) manual submission at the office address indicated below, and/or (ii) online or electronic submission as indicated below on or before **23 November 2020, 2:00 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 **23 November 2020, 2:30 PM** at the given address below and/or through video conferencing via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *The project must be delivered and completed not later than 28 December 2020.*
11. The **OMB** 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:

Ms. Joyce Del Moral
BAC Secretariat
Optical Media Board
35 Scout Limbaga Street, Laging Handa, Quezon City
Telephone number: (02)8921-7855
Website: omb.gov.ph
Email address: omb_psu@yahoo.com

03 November 2020

LUCIA F. GUEVARA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

- a. The Procuring Entity, **OPTICAL MEDIA BOARD (OMB)** wishes to receive Bids for the *Repair and Improvement of OMB Office* with **Bid Ref. No. OMB-20-11-0001**.
- b. The Procurement Project (referred to herein as "Project") is composed of Construction Works and Installation of Furniture and Fixtures, the details of which are described in Section VII (Technical Specifications).
- c. The successful bidder will be expected to complete the Works not later than **28 December 2020**.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2020 in the amount of *Three Million Seven Hundred Thousand Pesos (Php3,700,000.00), in Philippine Currency*.
- 2.2. The source of funding is the General Appropriations Act (GAA) for the year 2020.

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 a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. 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.

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

- 10.4. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License and registration type and cost of the contract for this Project. Any additional type of Contractor License or permit shall be indicated in the **BDS**.
- 10.5. A list of Contractor's key personnel (eg. Project Manager, Project engineers, Materials Engineers and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.6. A List of Contractor's major equipment units, which are owned, leased and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements set in the **BDS**.

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.

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 Security

- 13.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.
- 13.2. The Bid and bid security shall be valid for the period specified in the **BDS**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 13.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

14. Sealing and Marking of Bids

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

¹ 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.

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.

15. Deadline for Submission of Bids

15.1. The Bidders shall submit on the specified date and time and either at its physical address and/or through online submission as indicated in paragraph 7 of the IB.

16. Opening and Preliminary Examination of Bids

16.1. 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.

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

17. Domestic Preference

17.1. 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.

18. Detailed Evaluation and Comparison of Bids

18.1. 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.

- 18.2. 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.
- 18.3. 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.
- 18.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 18.5. 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.

19. Post-Qualification

- 19.1. 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**.

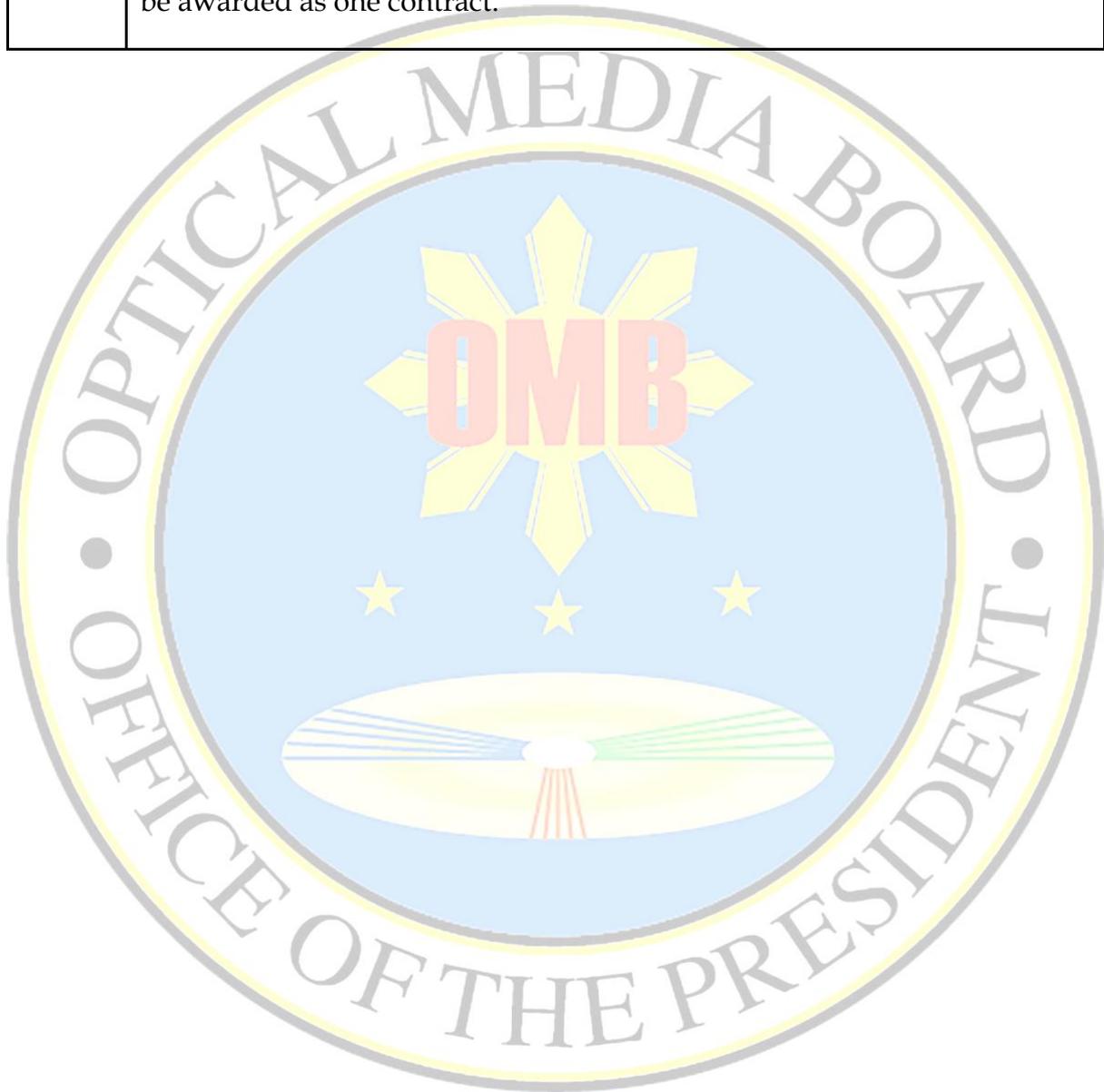
20. Signing of the Contract

- 20.1. 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 II. Bid Data Sheet (BDS)

ITB Clause	
5.3	<p>Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have a Single Largest Completed Contract (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:</p> <p>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.</p>
7.1	<p>Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.</p>
10.3	<p>A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License and registration type and cost of the contract for this Project. Any additional type of Contractor License or permit shall be indicated in the BDS.</p>
12	<p>The price of the Goods shall be quoted in Philippine Currency.</p>
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>

	<p>a. The amount of not less than Php74,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php185,000.00 if bid security is in Surety Bond.</p>
18.1	The Project shall be awarded as One Project having several items that shall be awarded as one contract.



Section III. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

4. Performance Security

4.1. Within ten (10) calendar days from receipt of the Notice of Award (NOA) 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.

- 4.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to R.A. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of the Contract.

5. Instruction, Inspection and Audit

The Contractor/Supplier shall permit the GOP or the Procuring Entity to inspect the Contractor/Supplier's accounts and records relating to the performance of the Contractor/Supplier and to have them audited by auditor's of the GOP of the Procuring Entity, as maybe required.

6. Warranty

- 6.1. In case the Contractor/Supplier fails to undertake the repair works under Section 62.2.2 of the 2016 Revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

- 6.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty.

7. Liability of the Contractor/Supplier

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

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

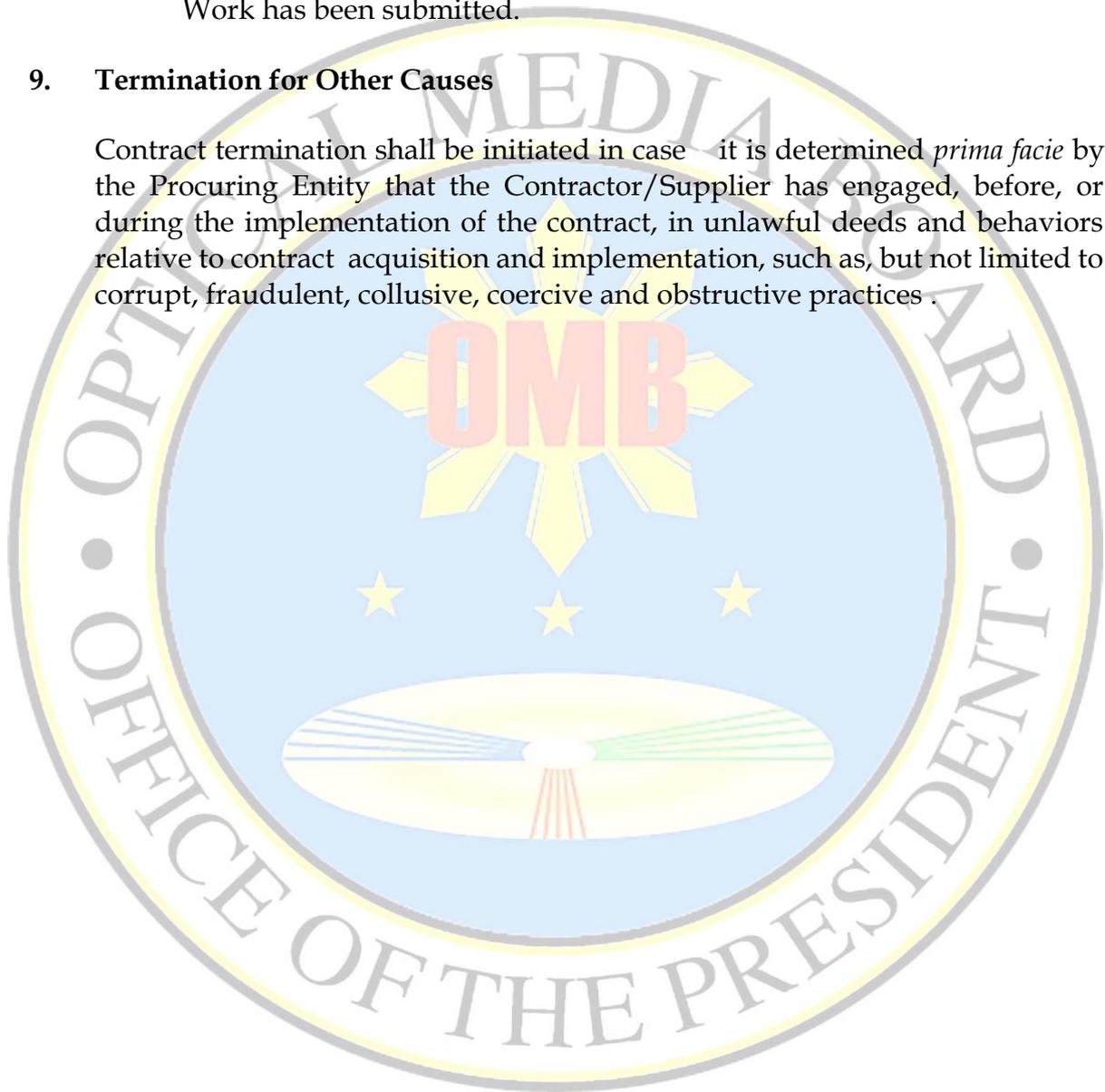
8. Program of Work

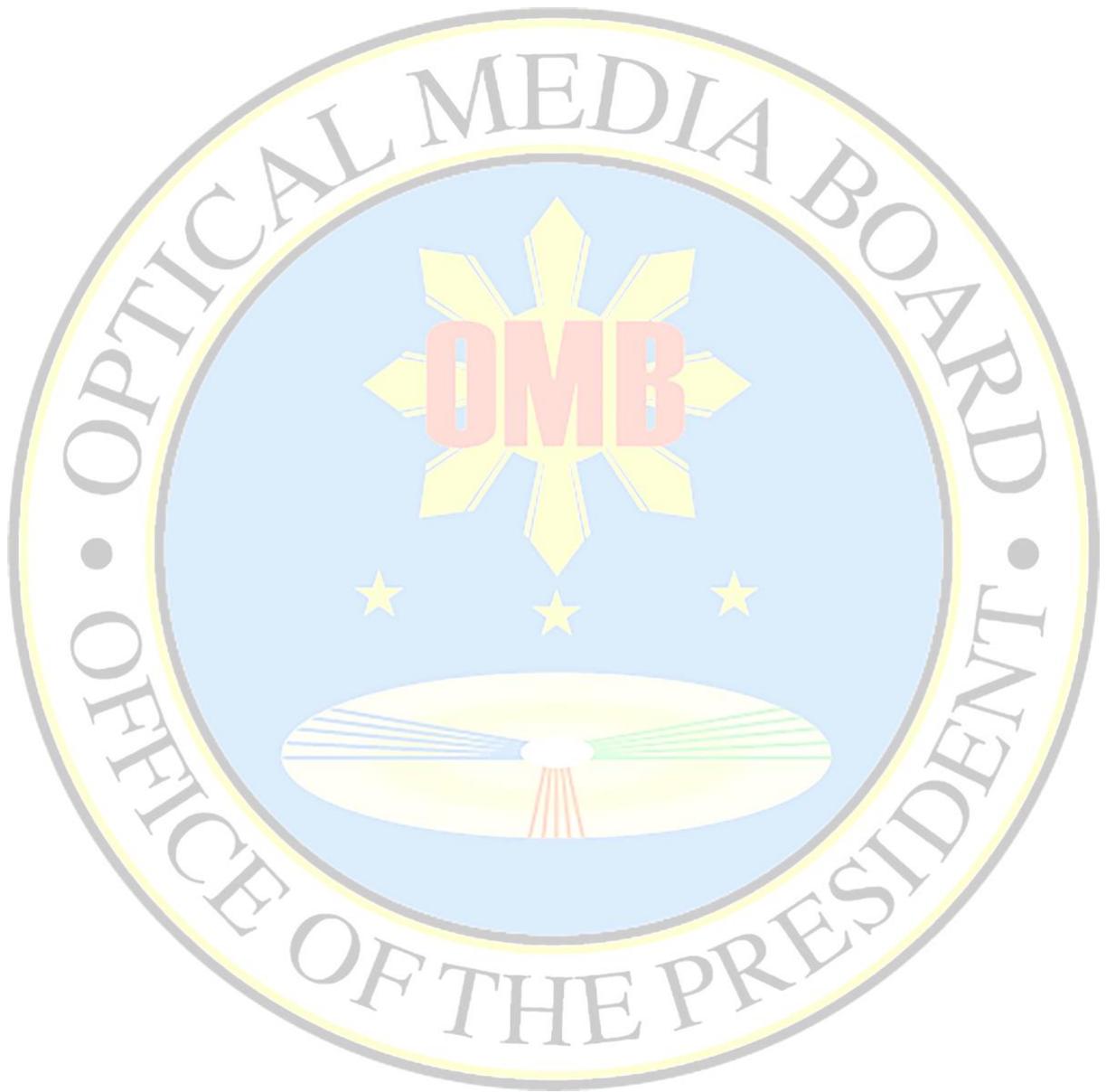
- 8.1. The Contractor/Supplier shall submit to the Procuring Entity's Representative for approval of the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

8.2. The Contractor/Supplier shall submit to the Procuring Entity's Representative for approval, an updated Program of Work at intervals, no longer than the period stated. If the Contractor/Supplier does not submit an updated Program of Works within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date of which the overdue Program of Work has been submitted.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor/Supplier has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive and obstructive practices .





Section IV. Special Conditions of Contract

GCC Clause	
1	<p>Incidental Services -</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance and/or supervision of on-site assembly and/or start-up of the furniture and fixtures; b. furnishing of tools required for assembly and/or maintenance of the furniture and fixtures; c. 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
	<p>The Contract price for the Work 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.</p> <p>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.</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>The terms of payment shall be by progress billing, after inspection and acceptance.</p>
5	<p>The site investigation reports are: The Contractor, in preparing the bid, shall rely on the complete set of plans and specifications provided.</p>
6.2	<p>Warranty against Structural Defects/Failures:</p> <ul style="list-style-type: none"> • For masonry works, openings, finishes, specialties: Five (5) years • For fixtures, doors, hardware: two (2) years
8	<p>The Contractor/Supplier shall submit the Program of Work to the Procuring Entity's Representative within three (3) calendar days of delivery of the NOA</p>

Section V. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

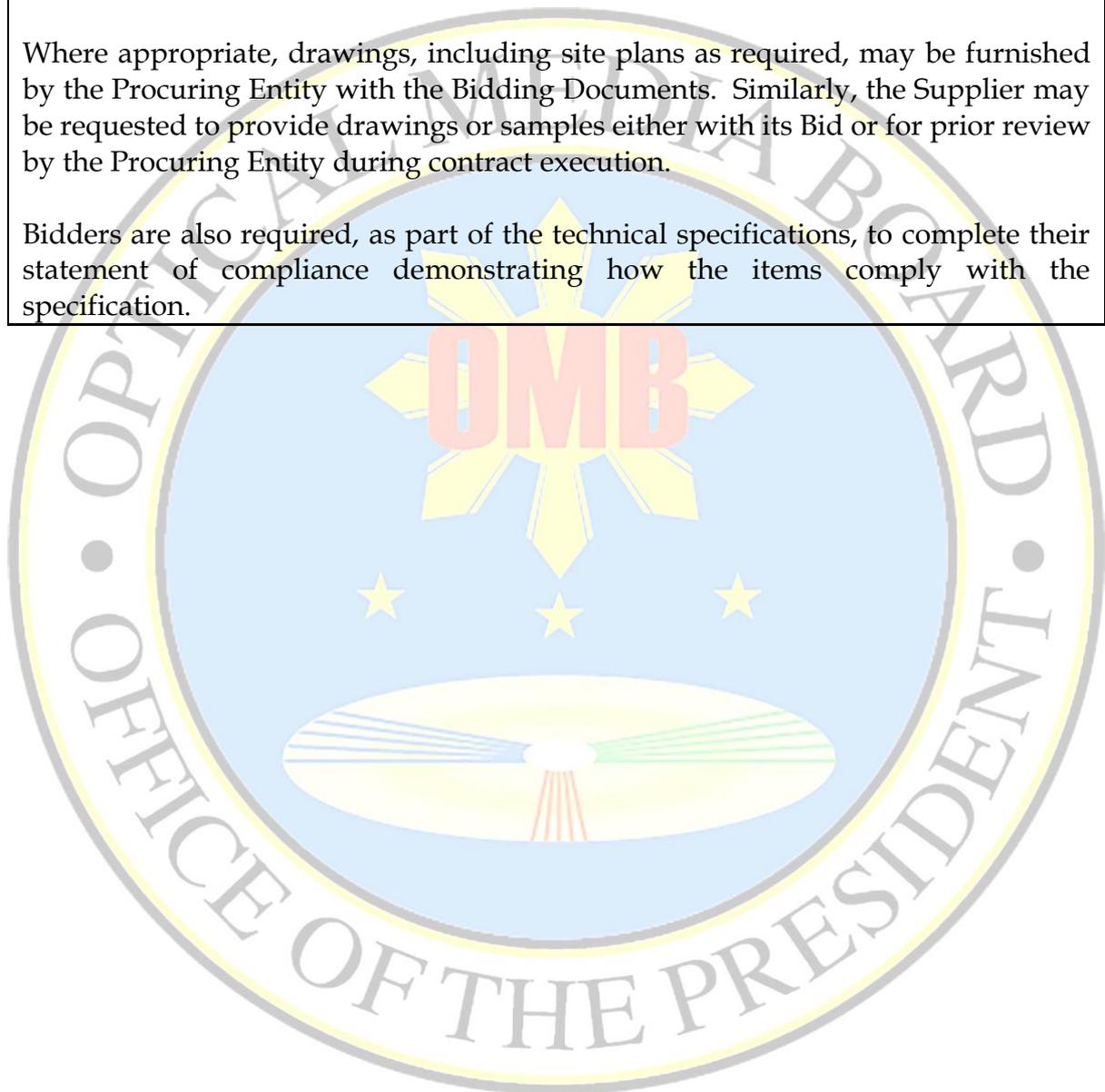
Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes

are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

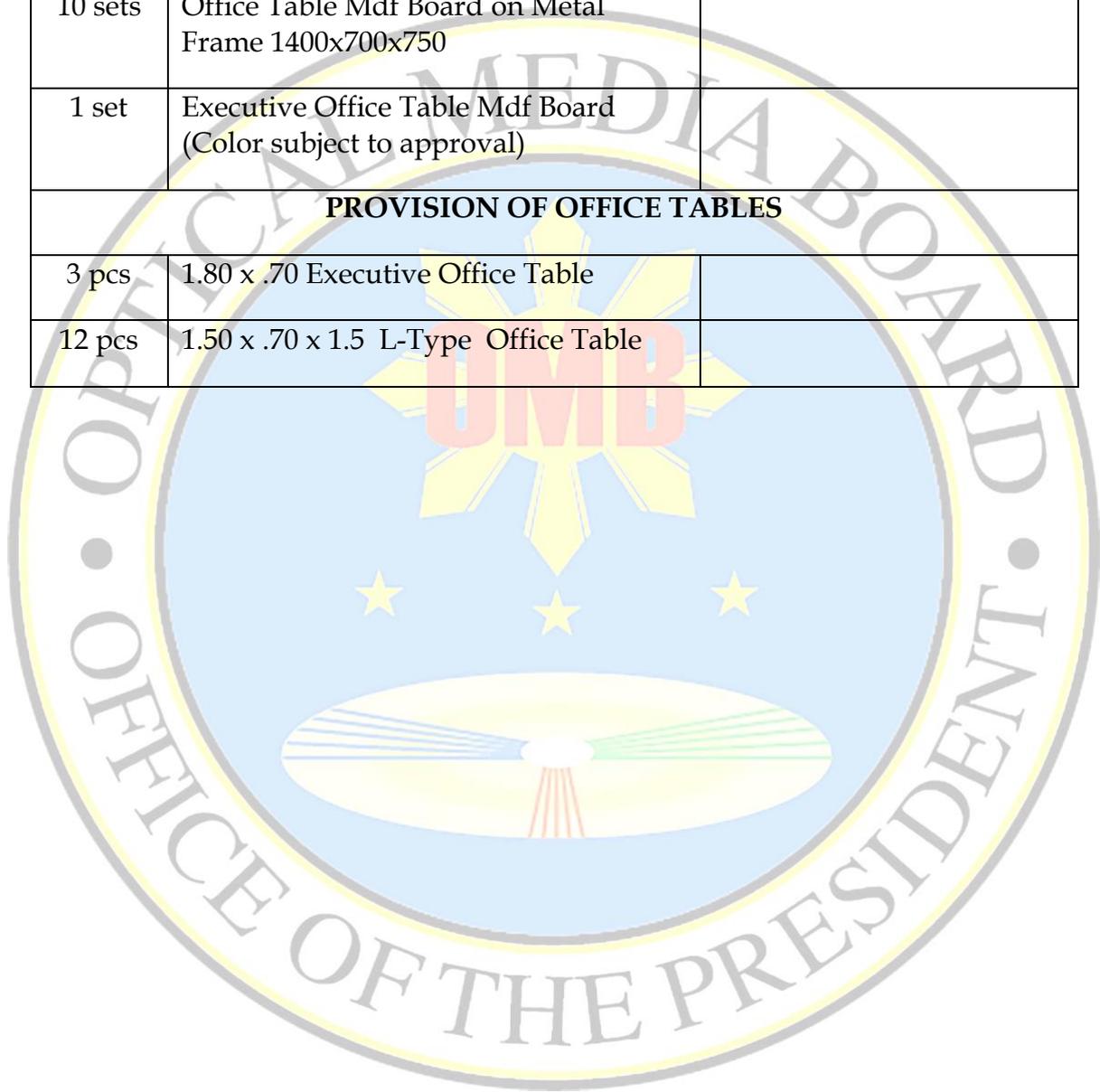


Technical Specifications

Item/s	Specification	Statement of Compliance
Wood Works and Other Finishes:		
1 lot	<p>3/4" thick Local Profile plywood on Laminate Finish</p> <p>Customized Backdraft</p> <p>7.00 (width) x .2.80 (Height) meters</p>	
1 lot	<p>Fabrication and Installation of Aluminum tube 1 3/4 x 4</p> <p>Powder Coated wood Finish Trellis with Lightings</p>	
1 lot	<p>3/4" thick Local Profile plywood on Laminate Finish</p> <p>Customized Wall and Ceiling Backdraft with Lights</p> <p>5.30(Length) x 2.80 (Height) meters</p>	
1 lot	<p>3/4" thick Local Profile plywood on Laminate Finish</p> <p>L-Shape Customized Reception Table</p>	
1 lot	<p>Improvement of Transaction Counter</p>	
6 pcs	<p>3/4" thick Plywood on Laminate fin. both sides on Customized Lacquer Paint finish</p> <p>Metal Frame Filing Rack .40 x 1.20 x 1.50 meters</p>	
4 pcs	<p>3/4" thick Plywood on Laminate fin. both sides Customized Hanging Shelves .90 x 2.40x .40</p>	
45sqm	<p>Acoustic Ceiling Board Replacement 5/8" x 24"x48"</p>	

Glass and Aluminum Works		
1760 sq.ft.	Dismantling of Existing Partition and Installation of 6mm thick Annealed Bronze Glass w/ Frosted Sticker Design on Hanaloc Finish Frame with Open Transom and Sliding Door with complete accessories	
7 sets	Dismantling and Replacement of Door 12mm Tempered Bronze Glass on Patch Fitting Swing Type Door Aluminum Frame Hanaloc Finish with complete accessories 2.10 x .90	
3 sets	Dismantling and Replacement of Door 12mm Tempered Bronze Glass on Patch Fitting Double Swing Type Door Aluminum Frame Hanaloc Fin. with complete accessories 2.10 x 1.80	
8 sq ft	24" dia.10mm thick Tempered Bronze Glass Etched Glass with Paint	
141 sq. ft.	6mm thick Annealed Bronze Glass Etched Glass with Paint on Wood Frame finish	
CARPET TILES INSTALLATION		
270 sqm	Floor Carpet Tiles 50 x 50cm x 4mm Installation with Tile Stiffener and other accessories	
PAINT WORKS		
560 sqm	Latex Paint on Wall (Re: painting of Third (3 rd)Floor Interior)	
255 sqm	Latex Paint on Ceiling (Re: painting of Third (3 rd)Floor Interior)	
TABLES AND FIXTURES		

4 sets	L-Shape Office Table Mdf Board on Metal Frame With Movable Drawer 1600x700x750	
5 sets	L-Shape Office Table Mdf Board on Metal Frame With Movable Drawer 1400x700x750	
10 sets	Office Table Mdf Board on Metal Frame 1400x700x750	
1 set	Executive Office Table Mdf Board (Color subject to approval)	
PROVISION OF OFFICE TABLES		
3 pcs	1.80 x .70 Executive Office Table	
12 pcs	1.50 x .70 x 1.5 L-Type Office Table	



Section VI. Drawings

See attached drawings

Section VII. 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);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and

authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) 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

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

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

- (o) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

