

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**SUPPLY AND DELIVERY OF VARIOUS GENERAL
MERCHANDISE**

Sixth Edition

April 2022

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.

Invitation to Bid



Provincial Government of Isabela

SUPPLY AND DELIVERY OF VARIOUS GENERAL MERCHANDISE

The Provincial Government of Isabela, through the **TRUST FUND** intends to apply the sum of **Five Million One Hundred Eighty Seven Thousand Nine Hundred Fifty Five Pesos and 93/100 (Php5,187,955.93)** being the ABC to payments under the contract for **Supply and Delivery of Various General Merchandise – ITB No. 2022-G-012/ Lot 8**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Provincial Government of Isabela now invites bids for the above Procurement Project. Delivery of the Goods is required for Sixty (60) Calendar Days. 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.

1. 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 5183. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.

2. Interested bidders may obtain further information from Provincial Government of Isabela and inspect the Bidding Documents at the address given below between **8:00 a.m. and 5:00 p.m;**
3. Bid documents may be purchased at around 8:00 a.m. to 5:00 p.m. on **April 22, 2022** or before the deadline of dropping of bid forms by interested Bidders from the BAC Secretariat for Goods, BAC Office located at the PGSO Building, Alibagu, City of Ilagan, Isabela upon payment of the abovementioned non-refundable Bidding Documents Fee;

Moreover, a complete set of Bid Documents may also be downloaded by interested bidders from the website of the Philippine Government of Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that the Bidders shall pay the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the

GPPB, in the amount stated above on or before the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in personal manner;

4. **PRE-BID CONFERENCE** shall be on **May 2, 2022, 10:00 a.m.**, at the BAC Office located at the PGSO Building, Alibagu, City of Ilagan, Isabela. The Bids of the Interested Bidders must be submitted to the BAC Secretariat on or before the scheduled Opening of Bids;
5. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **10 A.M. of May 16, 2022**. Late bids shall not be accepted;
6. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14;
7. **BID OPENING** shall be on **May 16, 2022** at around **10:30 a.m.** in the BAC Office and will be made in the presence of the Bidders/Representatives who choose to attend therein. Any effort by a bidder to influence the Procuring Entity in its decision with respect to the bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid;
8. In consonance with the provisions of R.A. 9184 and its Revised IRR, PGI-BAC reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders; and
9. You may visit the following website for downloading of Bidding Documents *at isabelaprovince.ph*
10. For further information, please refer to:

Ms. Mary Ann Ballesteros
BAC Secretariat for Goods and Services
PGSO Building, Capitol Compound
Alibagu, City of Ilagan, Isabela
(075) 323-0570

(Sgd.) RODRIGO T. SAWIT
BAC Chairman

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

Procuring Entity named in the **BDS** wishes to receive **Supply and Delivery of Various General Merchandise**, with identification number No. 2022-G-012/ Lot 8.

The Procurement Project (referred to herein as “Project”) is composed one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *TRUST FUND* in the amount of *Php5,187,955.93*.

2.2. The source of funding is:

- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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.

Unless otherwise provided in the [BDS](#), the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the [BDS](#):

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 7.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor

during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

If so specified in the [BDS](#), a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

14. Bid Security

14.1. 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**.

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(b) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(c) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(d) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as</p>	Five percent (5%)

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.

authorized to issue such security.	
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The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 14.2. 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.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 7 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: The bidder's SLCC similar to the contract to be bid should have been completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	"No additional requirements."
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of the ABC, if bid security is in Surety Bond.
19.3	No further instructions.
20.2	No further instructions.
21.2	No further instructions.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity is <i>Provincial Government of Isabela</i> .
1.2	The Supplier is _____
2.2	The Funding Source is TRUST FUND in the amount of Five Million One Hundred Eighty Seven Thousand Nine Hundred Fifty Five Pesos and 93/100 (Php5,187,955.93) being the Approved Budget for the Contract (ABC) .
	The Project Site is Provincial Capitol, City of Ilagan, Isabela. “The Project sites are defined in Section VI. Schedule of Requirements.
	<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 <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 <i>[indicate name(s)]</i>.</p> <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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

	<ul style="list-style-type: none"> c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</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> <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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</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>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	“No further instructions”.
4	The inspections and tests that will be conducted are: “None”.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

			Specification	Statement of Compliance
		set	Supply and Delivery of Various General Merchandise	
			Specifications:	
			<p>1 20 kilograms 10's Cotton Sewing Thread Sinulid per Kilo tkt.120</p> <p>2 5 pieces 155L Storage box</p> <p>3 25 gallons2.8 LITERS FABRIC CONDITIONER</p> <p>4 2 units 20FTX30FT TOLDA LONA TRAPAL COVER</p> <p>5 6 units 3 LAYERS UTILITY CABINET</p> <p>6 1 pieces 5 Layer Stainless Steel Glass Display Cabinet</p> <p>7 2 pieces A4 3G Jet Opaque Dark transfer paper</p> <p>8 20 pieces A4 light transper paper</p> <p>9 10 pieces A4 Screen Printing Transparency Inkjet Film paper exposure</p> <p>10 5 gallons Alcohol</p> <p>11 4 gallons Alcohol</p> <p>12 6 pieces Alcohol 70% Solution 1L</p>	

			13	5	bales	alfa gina cloth assorted color
			14	162	pieces	Apron
			15	112	pieces	Apron
			16	3	sets	APRON 150, MASK 120, HAIRNET 60
			17	30	pieces	Artificial Flowers (vines / bouquets)
			18	25	pieces	Artificial Leaves
			19	5	pieces	ASSORTED TELA FOR KURTINA
			20	15	pieces	ASSORTED THREADS JUKI
			21	1	boxes	Baby pin
			22	10	pieces	Bag Closer White Thread 6 ply 1000 m.
			23	18	boxes	Ballpen
			24	7	boxes	Ballpen
			25	15	pieces	Bamboo Pole
			26	10	packs	Bamboo Skewer/ Barbeque Stick (by 100s)
			27	22	pieces	Banyera
			28	48	pieces	Basin
			29	6	pieces	Basin (small)

			30	5	pieces	Basin (stainless, big)
			31	6	pieces	Basin 27 Camel RJK
			32	2	sets	Basin small,medium,large
			33	4	pieces	Basin Stainless (L)
			34	7	pieces	Basin, big, stainless
			35	5	pieces	Basket
			36	24	pieces	Bath Towel
			37	10	pieces	Bed sheet single
			38	3	pieces	Bell (For Ice Cream Selling)
			39	2	units	Bicycle with Cart
			40	3	dozens	Big Hanger for clothes, Strong and Thick Material durable 100% pure plastic
			41	4	units	Big Umbrella
			42	2	pieces	Big Vat
			43	155	pieces	Bilao large
			44	1	pieces	Binder
			45	6	rolls	Black Canvass
			46	65	pieces	Black T-Shrit Large

			47	45	pieces	Black T-Shrit Medium
			48	40	pieces	Black T-Shrit Small
			49	1	rolls	Blank canvass
			50	1	bales	Blue (SMALL, medium, large)
			51	15	pieces	Bond Paper Long
			52	4	pairs	Boots
			53	5	pieces	Boots size 7" – 4 pcs, 8" – 2 pcs., 9" – 4 pcs.
			54	900	pieces	Bottles
			55	223	pieces	Boxes
			56	5	pieces	Brining Container
			57	2	pieces	CABINET DISPLAY
			58	1	units	Cabinet storage
			59	1	sets	Cabinets for stacking ready to sell smoked-fish
			60	50	pieces	Cake box 10x10x3"
			61	50	pieces	Cake box 6x9x1.5"
			62	50	pieces	Cake box 6x9x3"

			63	4	pieces	Calculator
			64	50	pieces	Calculator
			65	6	units	Calculator
			66	1	pieces	Calculator (big)
			67	3	yards	Calvin wool
			68	1	sets	CANDLE HOLDER
			69	3	pieces	Cap Tightening
			70	1	pieces	CASH REGISTER
			71	1	pieces	Cashier's Table
			72	1	pieces	Cashier's Table and Chairs
			73	1	units	Cellphone
			74	1	units	Cellphone
			75	50	pieces	Chair
			76	261	pieces	Chairs
			77	9	pieces	Chairs
			78	4	rolls	chicken net 1"
			79	3	rolls	chicken polly net
			80	5	pieces	Classic ink black 1kg

			81	5	pieces	Classic ink blue 1kg	
			82	5	pieces	Classic ink green 1kg	
			83	5	pieces	Classic ink red 1kg	
			84	5	pieces	Classic ink white 1kg	
			85	5	pieces	Classic ink yellow 1kg	
			86	15	pieces	cleaner wrap	
			87	40	rolls	CLEAR TRASH BAG LARGE	
			88	40	rolls	CLEAR TRASH BAG MEDIUM	
			89	40	rolls	CLEAR TRASH BAG SMALL	
			90	40	rolls	CLEAR TRASH BAG XLARGE	
			91	20	pieces	Cling Wrap	
			92	50	pieces	Cloth Napkins	
			93	15	bundles	Cogon	
			94	30	packs	Coloring	
			95	1	pieces	Computer Chair	
			96	50	pieces	Containers (20 Liters)	
			97	2	pieces	Continuous Zipper 10m different colors	

			98	1	pieces	Cooler 15 L capacity
			99	2	pieces	Cooler 40kg capacity
			100	28	packs	Cotton (big)
			101	50	pieces	Cotton (small)
			102	500	yadrs	Cotton Fabric
			103	50	pieces	Cotton Shirt with print (Assorted colors, designs and sizes)
			104	1	pieces	Covered Processing area 55 meters x 6 meters
			105	45	pieces	CRATE BASKET
			106	50	pieces	Crates
			107	3	yards	Crepe scuba
			108	2	packs	CSP Anti Mold Agent 1kg
			109	2	units	Customized Big Jar
			110	100	pieces	Customized Coffee Mugs
			111	100	pieces	Customized Key Chain
			112	1	units	Customized Pugon
			113	100	pieces	Customized Tumbler

			114	9	pieces	Cutting Table (4x8)
			115	12	pieces	Deboning scissors
			116	35	boxes	Denatured alcohol
			117	2	pieces	Denim Fabric different colors
			118	10	pieces	Dipper (tabo)
			119	42	units	Display Cabinet
			120	3	sets	DISPLAY CABINET (GLASS)
			121	2	pieces	Display Rack (stante)
			122	29	units	Display Rack, 5-layer
			123	8	packs	disposable plastic caps 10 oz.
			124	8	packs	disposable plastic caps 12 oz.
			125	8	packs	disposable plastic caps 8 oz.
			126	10	packs	Disposable Plastic cups clear 12oz (by 50s)
			127	10	packs	Disposable Plastic cups clear 8oz (by 50s)
			128	22	box	Disposable Plastic Gloves (50pairs)
			129	3	packs	Disposable plastic hand gloves 100pcs
			130	25	pieces	Double pocket splashproof apron
			131	1	bales	DRESS (ukay)

			132	70	packs	Drinking Staw
			133	1	pieces	Durabox
			134	300	pieces	Eco bag large
			135	300	pieces	Eco bag medium
			136	300	pieces	Eco bag small
			137	4	pieces	Eco-solvent CMYK ink for DX11 (CYAN, MAGENTA, YELLOW, BLACK)
			138	5	pieces	Embudo
			139	10	pieces	Empty gallon 20 L
			140	2	pieces	ERATOR
			141	1	pieces	Eyelet
			142	1	pieces	Eyelet puncher
			143	5	liters	Fabric paint - Black
			144	5	liters	Fabric paint - White
			145	2	units	fabricated framed Tents with wires
			146	1	pieces	Fabricated Smoking House, Medium Size, 10 trays cap.
			147	1	pieces	Fabricated Wood Fired Stove

			148	38	box	Face Mask	
			149	3	boxes	Face mask (surgical)	
			150	5	pieces	Facemask	
			151	1	units	Filling Cabinet	
			152	10	pieces	Fixer UR 100g	
			153	550	yadrs	Flannel Cloth	
			154	10	pieces	FLASHLIGHT	
			155	50	rolls	Foil	
			156	20	rolls	Foil wrappers 200m	
			157	30	rolls	Foils	
			158	17	pieces	Foldable Table (Rectangle)	
			159	3	pieces	Foldable Table (Round)	
			160	5	pieces	Foldable Table, 4ft Black Portable, Rectangular Table 120cm*61cm*74cm	
			161	3	pieces	Food container (Big)	
			162	3	pieces	Food container (Small)	
			163	2	units	Food Display counter (istante), aluminum, glass	
			164	6	pieces	Food Storage Box plasctic	

			165	12	sets	Foot Spa Complete Set * 6-in-1 * Foot Care * Foot Spa * Foot File * Callus Remover
			166	1	units	Footspa machine
			167	5	pieces	Footspa treatment lotion
			168	20	pieces	FORCEP
			169	9	packs	Garbage bag
			170	1	rolls	Garter white 1" 36yards/ roll
			171	1	rolls	Garter white 1/2" 36yards/ roll
			172	1	rolls	Geena cloth 1 roll (120 yards)
			173	80	yadrs	GEENA CLOTH WHITE
			174	2	units	Glass Cabinet
			175	3	pieces	Glass Digital Thermometer
			176	1	pieces	Glass Display
			177	5	dozens	Gloves
			178	15	boxes	Gloves
			179	20	packs	Gloves
			180	4	pieces	Gloves (pairs)
			181	5	pieces	Gloves (plastic)

			182	50	sets	GOLD LEAF
			183	1	pieces	graph King GK18 (6ft)DX 11 Eco solvent large format tarpauline printing machine
			184	50	sets	GREEN LEAF
			185	1	pieces	Hair blower
			186	323	boxes	Hair net
			187	142	pieces	Hair Net
			188	3	bales	HALF SACK TOY SPOON
			189	20	dozens	Hand & Foot Towel (1 doz per Pack)
			190	50	pieces	handicraft (bag)
			191	50	pieces	handicraft (basket)
			192	50	pieces	handicraft (Vase/pot)
			193	1	pieces	Heat pad silicone rubber mat for 15x15 heat press machine
			194	2	pieces	Heat Press teflon sheet
			195	9	pieces	Heavy duty plastic container 60L with cover
			196	3	pieces	Heavy duty Stapler with remover#35
			197	10	units	Ice box (45 L)

			198	5	pieces	Ice Box 30 Liters capacity
			199	1	pieces	ICE COOLER BOX
			200	1	pieces	ICE CREAM SCOOP(LUCKY MELODY ORIGINAL BRAND)
			201	10	pairs	Isolated boots #7,8,9
			202	5	pairs	Isolated Boots (#7,8,9)
			203	1	pieces	istante
			204	1	pieces	KRITONA TELA (1ROLL)-BLUE
			205	2	pieces	Labeler
			206	800	pieces	Labels
			207	50	bundes	Large Nito
			208	15	pieces	LAUNDRY BASKET
			209	1		Load (Digital Load) for Eload
			210	1	pieces	Load Card
			211	1	bales	LONG PANTS (ukay)
			212	5	cavans	long pin
			213	1	pieces	LONG TABEL
			214	25	packs	MACHINE DETERGENT

			POWDER 2 KG	
			215 8 sacks Malagkit (Bungkitan)	
			216 2 rolls Marine Lobstering Net	
			217 5 boxes mask	
			218 50 bundes Medium Nito	
			219 1 bales MEN TEES (ukay)	
			220 2 sets METAL WORKING TABLE	
			221 3 pieces Molders Design 1 - S,M,L	
			222 3 pieces Molders Design 2 - S,M,L	
			223 3 pieces Molders Design 3 - S,M,L	
			224 3 pieces Molders Design 4 - S,M,L	
			225 314 pieces Monoblock Chair	
			226 6 pieces Monoblock chair	
			227 50 pieces Monoblock chairs (various colors)	
			228 15 pieces Multi Purpose Large Tong	
			229 3 pieces Nail Cutter	
			230 25 sets Needle	
			231 7 sets Needles	

			232	100	rolls	Non-woven Fabric
			233	3	kilograms	Nylon (#120)
			234	2	pieces	Nylon Edging Thread Assorted Color 20000m
			235	2	pieces	Nylon Edging Thread White big
			236	500	yadrs	Nylon Fabric
			237	10	rolls	Nylon rope 5mm
			238	1	dozens	Nylon Zipper different colors
			239	1	units	Office Chair Adjustable Height 360 Rotat Mesh Comfortable and Breathable Home Office Furniture Back
			240	5	pieces	Office Chairs (10 pcs @ 350.00)
			241	50	packs	PACKING TAPES
			242	14	pieces	Pail
			243	5	pieces	Pail (big)
			244	2	pieces	Pail (medium size)
			245	5	pieces	Pail with cover 10L
			246	60	pieces	Pale
			247	500	pieces	Paper trays

			248	1	pieces	Party tent	
			249	3	pieces	PEN	
			250	1	boxes	Pentel pen (black, fine)	
			251	2	pieces	Photo emulsion 1kg	
			252	4	pieces	Pigment (CYAN,MAGENTA, YELLOW AND BLACK)	Ink
			253	5	pieces	Pillow	
			254	2	pieces	Pillow 20"x26"	
			255	2	pieces	Pillow Case 20"x26"	
			256	5	boxes	PIN	
			257	40	sets	Pins and pin cushion set	
			258	10	packs	Plastic 6x10	
			259	10	packs	Plastic 6x12	
			260	10	packs	Plastic 6x8	
			261	60	packs	Plastic Bag	
			262	600	pieces	Plastic Bag	
			263	1151	packs	Plastic Bag - Large	
			264	1278	packs	Plastic Bag - Medium	

			265	338	packs	Plastic Bag - Small
			266	50	pieces	Plastic Bag (Thick)
			267	500	pieces	Plastic Bag, 5kg
			268	500	pieces	Plastic Bag, 8kg
			269	8	packs	Plastic Bag, Extra Large x5
			270	440	packs	Plastic Bag, Large
			271	8	packs	Plastic Bag, Large x5
			272	400	packs	Plastic bag, Medium
			273	8	packs	Plastic Bag, Medium x5
			274	1	packs	Plastic Bag, Small
			275	8	packs	Plastic Bag, Small x5
			276	10	packs	PLASTIC BAGS (LARGE)
			277	10	packs	PLASTIC BAGS (MEDIUM)
			278	10	packs	PLASTIC BAGS (SMALL)
			279	20	rolls	Plastic cling wrapper
			280	3	pieces	Plastic Container
			281	6	pieces	Plastic Container (big, round)
			282	10	yadrs	PLASTIC COVER

			283	1	pieces	Plastic cover plain
			284	20	bales	Plastic Cup
			285	5	packs	Plastic Cups, 10 oz
			286	3	packs	Plastic Cups, 16 oz.
			287	5	packs	Plastic Cups, 5 oz
			288	5	packs	Plastic Cups, 7 oz
			289	3	packs	Plastic Cups, 8 oz.
			290	10	packs	Plastic disposable fork (by 25s)
			291	10	packs	Plastic disposable spoon (by 25s)
			292	15	pieces	Plastic Drum 100 Liters
			293	20	pieces	Plastic Drum 210 Liters
			294	2	rolls	PLASTIC ROPE
			295	13	pieces	Plastic Round container (big)
			296	11	pieces	Plastic Round container (big)
			297	25	packs	plastic santo bag (large)
			298	2	pieces	Plastic Sealer Polyethylene
			299	12	bales	Plastic spoon and fork

			300	2	rolls	Plastic Straw
			301	10	pieces	PLASTIC STRAW TWINE
			302	10	rolls	Plastic String
			303	2	pieces	Plastic thick
			304	500	pieces	Plastic Trays
			305	1	pieces	Point of Sale(POS) Machine
			306	1	bales	POLO SHIRT, T-SHIRT (ukay)
			307	2	pieces	Polyester Sewing Thread Colored 3000m
			308	2	pieces	Polyester Sewing Thread White 3000m
			309	1	pieces	Portable digital blood pressure meter with adaptor
			310	2	pieces	PPE - gloves (pairs)
			311	3	pieces	Printing table
			312	1	units	Projector with screen pull down
			313	50	bundes	Ratan
			314	66	pieces	Record Book
			315	9	pieces	Record Book (500 leaves)

			316	100	pieces	Ref Magnet
			317	2	pieces	Retractable Tent Complete Set
			318	3	dozens	Reusable Plastic cups 8oz (by 12s)
			319	3	dozens	Reusable Plastic round plates 9" (by 12s)
			320	5	pieces	Rice Box Containers
			321	5	boxes	Rice Flour
			322	17	units	Rice Scoop (Saki)
			323	10	packs	Roll bag
			324	2	pieces	Roll Plastic (20x30) (16x24)
			325	5	pieces	Round water dipper
			326	45	kilograms	Rubber Band
			327	50	pieces	Rubber bond
			328	1	dozens	Rugged Zipper different colors
			329	8,495	pieces	Sacks
			330	500	pieces	Sacks
			331	3	pieces	Saki (pangdakot sa palay)
			332	10	pieces	SAKI SMALL
			333	95	packs	Sando Bag (assorted sizes)

			334	1	packs	Sando bag (large)	
			335	187	packs	Sando Bag (large)	
			336	212	packs	Sando Bag (medium)	
			337	1	packs	Sando bag (medium)	
			338	37	packs	Sando Bag (small)	
			339	1	packs	Sando bag (Small)	
			340	7	packs	Sando Bag (XL)	
			341	1	pieces	SATIN TELA (1 ROLL)-RED	
			342	20	pieces	Scissors	
			343	47	pieces	Scissors Heavy Duty	
			344	30	pieces	Scotch tape	
			345	30	bundes	Scrap fabrics for doormat	
			346	12	pieces	Scrub	sponge
						100mm*75mm*30mm	
			347	30	pieces	Seat Cover	
			348	10	packs	Sewing Machine Needle No.11	
			349	10	packs	Sewing Machine Needle No.14	
			350	10	packs	Sewing Machine Needle No.16	

			351	10	packs	Sewing Machine Needle No.18
			352	10	packs	Sewing Machine Needle No.21
			353	3	sets	Sewing Needle
			354	2	packs	Sewing Needle 11
			355	2	packs	Sewing Needle 14
			356	2	packs	Sewing Needle 18
			357	5	pieces	Sewing Tape Measure
			358	2	bales	SHORT PANTS (ukay)
			359	16	pieces	Silk screen mesh
			360	5	pieces	Silk screen with frame
			361	240	kilograms	Single Use plastics
			362	30	pieces	Slicer
			363	50	bundes	Small Nito
			364	3	yards	Soft polyester
			365	4	sets	Square Plastic Table with 4 pcs chair
			366	10	pieces	Squeegee
			367	4	pieces	Squeegee for silk screen

			60/70/75 12"	
			368 5 pieces Stainless Steel Dressmaker's Shears Clothing Scissors 9-Inch1012Inch Line Cutting Cloth Household Big Scissors	
			369 12 boxes Staple wire 26/6	
			370 5 pieces Stapler and staple wire	
			371 100 bundles Stick	
			372 4,000 pieces Sticker	
			373 50 packs Sticker Paper	
			374 15 pieces Storage box	
			375 4 pieces Storage box 9804 small	
			376 1 pieces Storage box big	
			377 4 pieces storage box big 2-1500	
			378 1 sets Storage Rack - H 6 ft x L 4 ft x W 16" - 5L	
			379 6 pieces STORE CHAIR	
			380 50 pieces Strainer	
			381 5 pieces Strainer Bowl	
			382 4 pieces Strainer with handle	
			383 10 pieces Strainer with wood handle	

			384	10	packs	Straw
			385	10	pieces	STYRO (LARGE)
			386	5	pieces	Styro Box (big)
			387	10	pieces	Styro box 40kg capacity
			388	200	pieces	Styro Foam
			389	5	bales	Styro lunch box
			390	300	pieces	Styro Plate with Plastic Wrap
			391	1,000	packs	STYRO PLATES
			392	12	bales	Styrofoam
			393	4	sets	Sublimation Ink
			394	40	packs	Sublimation Paper
			395	60	pieces	Sublimation Shirt
			396	20	pairs	Suit Scrub Uniform
			397	5	pieces	Surgical forceps
			398	5	pieces	Suyod/Paragus
			399	2	pieces	syringe
			400	19	units	Table
			401	1	pieces	Table (Drying Table)

			402	3	units	Table (Office Table)
			403	7	pieces	Table (Printing Table)
			404	6	pieces	Table with Drawers
			405	4	pieces	Table, Long
			406	5	sets	Table, Monoblock Table 4x4
			407	3	pieces	Table, Rectangular
			408	3	pieces	Table, Round
			409	8	pieces	Table, Stainless
			410	10	pieces	Table, White, 30 x 48
			411	1	pieces	Table, Wooden
			412	21	pieces	Table, Wooden 100cm X 80cm
			413	1	pieces	Table, Wooden 2x1meters
			414	2	units	Table, Wooden with drawers
			415	2	pieces	Table, Wooden, Long
			416	6	pieces	Tables
			417	11	pieces	Tabo
			418	1	sets	taho container

			419	1	box	Tailors chalk red
			420	15	pieces	Tamblers (Big)
			421	3	pieces	Tape Measure
			422	2	pieces	Tarpauline Media 5ft
			423	10	pieces	Teflon Pipe Seal Tape 1"x10m
			424	1	pieces	TELA (GEENA SILK)- YELLOW 1 ROLL
			425	1	pieces	TELA (GEENA SILK)-AGUA BLUE 1 ROLL
			426	1	pieces	TELA (GEENA SILK)-BLUE 1ROLL
			427	1	pieces	TELA (GEENA SILK)-GOLD 1 ROLL
			428	1	pieces	TELA (GEENA SILK)-GRAY 1 ROLL
			429	1	pieces	TELA (GEENA SILK)- GREEN 1 ROLL
			430	1	pieces	TELA (GEENA SILK)- ORANGE 1 ROLL
			431	1	pieces	TELA (GEENA SILK)-PINK 1 ROLL
			432	1	pieces	TELA (GEENA SILK)-RED 1 ROLL
			433	1	pieces	TELA (GEENA SILK)-WHITE 2 ROLLS
			434	33	sets	Thread

			435	1	packs	Thread	
			436	30	boxes	Thumbtacks	
			437	4	box	Tissue	
			438	6	packs	TISSUE TABLE NAPKIN	
			439	20	pieces	Tooth brush	
			440	3	pieces	Towel (white) small	
			441	5	pieces	Towel big	
			442	5	pieces	Towel small	
			443	8	pieces	Tray 12x8	
			444	6	pieces	Tray stainless	
			445	275	pieces	Trays	
			446	1	bales	TSHIRT RED (SMALL, medium, large)	
			447	1	bales	TSHIRT WHITE (SMALL, medium, large)	
			448	5	pieces	Tumbler (25 gallon)	
			449	5	rolls	UV FILM PLASTIC	
			450	30	packs	Vacuum Sealer plastic 10x13" (100pcs/pack)	

			451	1	bales	WAKA-WAKA (ukay)	
			452	50	sets	WHITE LEAF	
			453	10	stacks	WHITE ROSES	
			454	6	pieces	White Towel big	
			455	6	pieces	White Towel small	
			456	65	pieces	White T-Shrit Large	
			457	45	pieces	White T-Shrit Medium	
			458	40	pieces	White T-Shrit Small	
			459	6	pieces	Wide Big Umbrella with adjustable extension handle 40"	
			460	10	pieces	Winnowing basket	
			461	5	sets	WISTERIA	
			462	1	pieces	Wood Power Planer	
			463	2	pieces	Wooden box	
			464	3	units	Wooden Rice box (3 divisions)	
			465	500	yadrs	Wool Fabric	
			466	3	pieces	Zigzag Meter	
			467	10	packs	Ziplock	

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

- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) 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**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) 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

- ☐ (k) 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**
- ☐ (l) 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

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint

venture is already in existence;

or

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

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

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

