

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply and Delivery of Office Furniture and Fixtures for VSU Main and VSU Isabel

(GOODS-21-16)

Government of the Republic of the Philippines

March 9, 2021; 9:00 AM Cooperative Building, VSU Market, Visca, Baybay City, Leyte

> Sixth Edition July 2020

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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)

STFI – 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



INVITATION TO BID FOR SUPPLY AND DELIVERY OF OFFICE FURNITURE AND FIXTURES FOR VSU MAIN AND VSU ISABEL

1. The Supply and Delivery of Office Furniture and Fixtures for VSU Main and VSU Isabel through the GF, STF, TF 2021 intends to apply the sum of One Million Four Hundred Twenty-Nine Thousand Eight Hundred Thirty and 26/100 Pesos (PhP 1,429,830.26) being the ABC to payments under the contract for Supply and Delivery of Office Furniture and Fixtures for VSU Main and VSU Isabel (GOODS-21-16). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Visayas State University – Main Campus*, through the *GF*, *STF*, *TF* 2021 intends to apply the following ABC per item to payments under the contract for each item, to wit:

Item No.	Description & Specifications	Unit	Qty	ABC/unit	Total ABC/item
	For VSU Main (FOB Baybay, Leyte)				
1	Office Table	pcs	2	4,000.00	8,000.00
	Laminated Wood,				
	One Long Drawer with 3 Side Drawers,				
	2 Top Drawers with Locks,				
	Color: Gray, Wenge,				
	Dimension: at least W22.75" x L47.25" x H29.5"				
2	Metal Filing Shelves, open, 4 layers	units	6	10,000.00	60,000.00
3	Office chair, with arm rest	pcs	7	5,000.00	35,000.00
	at least (580mmx600mx890-990mm)				
	Butterfly Mechanism = 360 Degree Swivel Seat				
	Backrest: Polypropylene (Pp) Plastic With New Foam Covered With Mesh Fabric				
	Seat: Plywood Seatpad With Injection Molded Foam, Covered With Polyester Fabric				
	Arm: Polypropylene plastic				
	Base: Chrome finish, Adjustable lumbar support, pneumatic seat height adjustment				
4	Zebra Roller Blinds Pleated	rolls	13	1,300.00	16,900.00
	Color: Beige				
	Size: 120 cm x 160 cm (LxW)				
5	Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair)	set	1	90,000.00	90,000.00

			. Jul	project):	1,429,830.26
	COLOR. TALL OF FARROID COLOR		Total	ABC (for this	4 400 000 00
	Color: RAL or Pantone Color				
	Thickness: .6mm regular; 0.4-1.00mm				
12	Size: H1800 * W900 * D400 mm	นเแธ	13	18,000.00	234,000.00
12	22 Gauge Metal Locker, 18 Compartment	units	13	18 000 00	234,000.00
	Gray & Wooden Brown Color				
	Steel Swing Door with Glass Lock & keys				
	Powder Coated Metal				
	Dimension: 185H x 90W x 420 CM				
11	Display Cabinet	units	12	15,500.00	186,000.00
4.4	2 Drawers, 4 Door and Lock System		40	45 500 00	400,000,00
	Color: Metal Grey				
	Dimension: 180 x 90 x 40 cm				
10	Storage Steel Cabinet	sets	12	16,500.00	198,000.00
4.5	Stainless steel double sink		4.5	10.700.00	100 000 00
9	Portable Sink	units	2	16,715.13	33,430.26
8	Conference Table (8 Seater) with Chairs	units	5	35,500.00	177,500.00
	Set includes: (1) Piece 3 - Seater and (2) Pieces 1 - Seater			_	
	3 - Seater Dimendion: L80" x W34" x H38"				
	1 - Seater, Dimension: L38" x W34" x H38"				
	Color: Black				
	Foam: Standard Foam				
	Material: Leatherette + Wood				
7	Sofa Set	sets	5	43,000.00	215,000.00
	Shape: L-Shape			_	
	Color: Brown				
	Edge: High Quality PVC Edge, Smooth				
	Leather Cover				
	Surface Material: High Density Veneer and PU				
	Inner Material: High Quality MDF, Durable Strong				
	Side Table: 1000*600*670Hmm				
	Size: Main Table: 2400*1100*750Hmm				
6	Wooden Executive Table	units	11	16,000.00	176,000.00
	For VSU Isabel (FOB Isabel, Leyte)				
	Table Capacity: 16 seaters			_	
	Oval Form				
	and 6 rectangular desks at 0.60m D x 1.5m W x 0.75m H				
	The entire conference table consists of 2 half rounds at 0.75m R x 1.5m D x 0.75m H				
	Total Conference Table Dimension: 1m depth x 6m long x 0.75 high				

Bids received in excess of the ABC for each item shall be automatically rejected at bid opening.

- 2. The *Visayas State University Main Campus* now invites bids for the above Procurement Project. Delivery of the Goods is required by *forty-five* (45) calendar days upon receipt of Notice to Proceed (NTP). Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from *Visayas State University* and inspect the Bidding Documents at the address given below during *Mondays Fridays* (8:00 AM-5:00 PM).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 14 February 09 March 2021 until 8:30 AM from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The Visayas State University Main Campus will hold a Pre-Bid Conference on February 23, 2021; 2:00 PM at the Cooperative Building, VSU Market, Visca, Baybay City, Leyte and/or through video conferencing or webcasting via Google Meet, which shall be open to prospective bidders.

Bidders are advised to contact the BAC Secretariat before the scheduled Pre-Bid Conference for the Google Meet link.

- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before 09 March 2021 until 8:30 AM. 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 09 March 2021; 9:00 AM at the Cooperative Building, VSU Market, Visca, Baybay City, Leyte and/or via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 - Bidders are advised to contact the BAC Secretariat before the scheduled Bid Opening for the Google Meet link.
- 10. For bidders who opt to submit their bids electronically, a hardcopy (original) of the bid must be sent to the BAC through couriers. A proof (e.g. courier receipt, etc.) that a hardcopy of the bid is on transit must be presented upon submission of the electronic bid.
- 11. The *Visayas State University* 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. Jessamine C. Ecleo (BAC Secretariat)

Office of the Head for Procurement, VSU-Main, Visca, Baybay City, Leyte

Mobile: 053 565 0600 local 1093 or 0917 6341 474

Email: jecleo@vsu.edu.ph

or

Mr. Toni Marc L. Dargantes (BAC Secretariat)

Office of the VP for Planning, Resource Generation & Auxiliary Services VSU-Main, Visca, Baybay City, Leyte

Mobile: 053 565 0600 local 1004 or 0977 7186594

Email: tmdargantes@vsu.edu.ph

13. You may visit the following websites:

For downloading of Bidding Documents: https://www.vsu.edu.ph/transparency-seal-documents/philgeps-opportunities

February 13, 2021

DILBERTO O. FERRAREN

Chairperson, VSU BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Visayas State University, wishes to receive Bids for the Supply and Delivery of Office Furniture and Fixtures for VSU Main and VSU Isabel, with identification number GOODS-21-16.

The Procurement Project (referred to herein as "Project") is composed of 12 items, 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 2021 in the amount of One Million Four Hundred Twenty-Nine Thousand Eight Hundred Thirty and 26/100 Pesos (PhP 1,429,830.26).
- 2.2. The source of funding is: NGA, the General Appropriations Act (GAA) and Special Appropriations, and Trust Fund.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

Bidders 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%) 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: **Subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two** (2 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *July 8, 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of

RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause						
5.3	For this purpose, contracts similar to the Project shall be:					
	a.	a. Office Furniture and Fixtures for VSU Main and VSU Isabel				
		b. completed within two (2) years prior to the deadline for the submission and receipt of bids.				
7.1	Subcon	tracting is not allowed.				
12	The price of the Goods shall be quoted <i>DDP VSU Main, Visca, Baybay City, Leyte</i> (<i>items 1-5</i>) and <i>VSU Isabel, Isabel, Leyte</i> (<i>items 6-12</i>) or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1		d security shall be in the form of a ling forms and amounts:	Bid Sec	uring]	Declaration,	or any of the
	 a. The amount of not less than Twenty-Eight Thousand Five Hundred Ninety-Six and 61/100 Pesos (PhP 28,596.61) or two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Seventy-One Thousand Four Hundred Ninety-One and 52/100 Pesos (PhP 71,491.52) or five percent (5%) of ABC if bid security is in Surety Bond. 					
19.3	Item No.	Description & Specifications	Unit	Qty	ABC/unit	Total ABC/item
		For VSU Main (FOB Baybay, Leyte)				712 6/110111
	1	Office Table	pcs	2	4,000.00	8,000.00
	2	Metal Filing Shelves, open, 4 layers	units	6	10,000.00	
	3	wiciai i iiiig Sherves, open, 4 layers		_		60,000.00
	4	Office chair, with arm rest	pcs	7	5,000.00	60,000.00 35,000.00
			pcs rolls	13	1,300.00	•
•	5	Office chair, with arm rest	 			35,000.00
	5	Office chair, with arm rest Zebra Roller Blinds Pleated Connectible Conference Table w/ 16	rolls	13	1,300.00	35,000.00 16,900.00
	6	Office chair, with arm rest Zebra Roller Blinds Pleated Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair)	rolls	13	1,300.00	35,000.00 16,900.00
		Office chair, with arm rest Zebra Roller Blinds Pleated Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair) For VSU Isabel (FOB Isabel, Leyte)	rolls	13	1,300.00	35,000.00 16,900.00 90,000.00
	6	Office chair, with arm rest Zebra Roller Blinds Pleated Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair) For VSU Isabel (FOB Isabel, Leyte) Wooden Executive Table	rolls	13 1 11	1,300.00 90,000.00 16,000.00	35,000.00 16,900.00 90,000.00
	6 7	Office chair, with arm rest Zebra Roller Blinds Pleated Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair) For VSU Isabel (FOB Isabel, Leyte) Wooden Executive Table Sofa Set Conference Table (8 Seater) with	rolls set units sets	13 1 1 11 5	1,300.00 90,000.00 16,000.00 43,000.00	35,000.00 16,900.00 90,000.00 176,000.00 215,000.00
	6 7 8	Office chair, with arm rest Zebra Roller Blinds Pleated Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair) For VSU Isabel (FOB Isabel, Leyte) Wooden Executive Table Sofa Set Conference Table (8 Seater) with Chairs	rolls set units sets units	13 1 11 5 5	1,300.00 90,000.00 16,000.00 43,000.00 35,500.00	35,000.00 16,900.00 90,000.00 176,000.00 215,000.00 177,500.00
	6 7 8 9	Office chair, with arm rest Zebra Roller Blinds Pleated Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair) For VSU Isabel (FOB Isabel, Leyte) Wooden Executive Table Sofa Set Conference Table (8 Seater) with Chairs Portable Sink	rolls set units sets units units	13 1 11 5 5	1,300.00 90,000.00 16,000.00 43,000.00 35,500.00 16,715.13	35,000.00 16,900.00 90,000.00 176,000.00 215,000.00 177,500.00 33,430.26

20.2	In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184.
21.2	Not Applicable.

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.

Special Conditions of Contract

000					
GCC					
Clause					
1	Delivery and Documents –				
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:				
	The delivery terms applicable to this Contract are delivered <i>VSU Main Campus</i> , <i>Visca, Baybay City, Leyte (items 1-5) and VSU Isabel, Isabel, Leyte (items 6-12).</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.				
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).				
	For purposes of this Clause the Procuring Entity's Representatives at the Project Sites are:				
	Ms. Alicia M. Flores Head, Supply and Property Management Office, VSU-Main, Visca, Baybay City, Leyte Contact #: 053 565 0600 local 1082 / 0917 6341 430				
	Ms. Edith J. Ablen Procurement Officer, VSU-Isabel, Isabel, Leyte Contact #: 0956 1433 265 / 0995 518 1484				
	Incidental Services –				
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;				
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;				
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;				
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and				
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or				

	C .1	1. 1	a 1
repair	of the	supplied	Cioods
ICPan	OI UIC	supplica	Ooous

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

Spare Parts -

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

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 3 years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.

Packaging -

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

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

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

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

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

Transportation -

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

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until

	their receipt and final acceptance at the final destination.		
	Intellectual Property Rights –		
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.		
2.2	Payment shall be done upon full delivery of the items and compliance of all terms specified in the Purchase Order/Contract.		
4	The inspections and tests that will be conducted will be specified by the appropriate technical team of VSU Main and VSU Isabel to confirm conformity to the contract specifications at no extra cost to VSU.		

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description & Specifications	Unit	Qty	Delivered, Weeks/Months
	For VSU Main (FOB Baybay, Leyte)			
1	Office Table	pcs	2	
2	Metal Filing Shelves, open, 4 layers	units	6	
3	Office chair, with arm rest	pcs	7	
4	Zebra Roller Blinds Pleated	rolls	13	
5	Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair)	set	1	All Items Should Be Delivered Within 45
	For VSU Isabel (FOB Isabel, Leyte)			Calendar Days From
6	Wooden Executive Table	units	11	Receipt Of Notice To
7	Sofa Set	sets	5	Proceed And Purchase Order
8	Conference Table (8 Seater) with Chairs	units	5	
9	Portable Sink	units	2	
10	Storage Steel Cabinet	sets	12	
11	Display Cabinet	units	12	
12	Metal Locker, 18 Compartment	units	13	

Section VII. Technical Specifications

Technical Specifications

Item No.	Description & Specifications	STATEMENT OF COMPLIANCE
1	Office Table	[Bidders must state here either
	Laminated Wood,	"Comply" or "Not Comply" against
	One Long Drawer with 3 Side Drawers,	each of the individual parameters of
	2 Top Drawers with Locks,	each Specification stating the
	Color: Gray, Wenge,	corresponding performance parameterof the equipment offered. Statements of
	Dimension: at least W22.75" x L47.25" x H29.5"	"Comply" or "Not Comply" must be
2	Metal Filing Shelves, open, 4 layers	supported by evidence in a Bidd
3	Office chair, with arm rest	Bid and cross-referenced to that
	at least (580mmx600mx890-990mm)	evidence. Evidence shall be in the
	Butterfly Mechanism = 360 Degree Swivel Seat	form of manufacturer's un-amended
	Backrest: Polypropylene (Pp) Plastic With New Foam Covered With Mesh Fabric	sales literature, unconditional statements of specification and
	Seat: Plywood Seatpad With Injection Molded Foam, Covered With Polyester Fabric	compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A
	Arm: Polypropylene plastic	statement that is not supported by
	Base: Chrome finish, Adjustable lumbar support, pneumatic seat height adjustment	evidence or is subsequently found to be contradicted by the evidence
4	Zebra Roller Blinds Pleated	presented will render the Bid under
	Color: Beige	evaluation liable for rejection. A
	Size: 120 cm x 160 cm (LxW)	statement either in the Bidder's
5	Connectible Conference Table w/ 16 units Chairs (Fabric Steel Chair)	statement of compliance or the supporting evidence that is found to be false either during Bid evaluation,
	Total Conference Table Dimension: 1m depth x 6m long x 0.75 high	post-qualification or the execution of the Contract may be regarded as
	The entire conference table consists of 2 half rounds at 0.75m R x 1.5m D x 0.75m H	fraudulent and render the Bidder or supplier liable for prosecution subject
	and 6 rectangular desks at 0.60m D x 1.5m W x 0.75m H	to the applicable laws and issuances.]
	Oval Form	
	Table Capacity: 16 seaters	
6	Wooden Executive Table	
	Size: Main Table: 2400*1100*750Hmm	
	Side Table: 1000*600*670Hmm	
	Inner Material: High Quality MDF, Durable Strong	
	Surface Material: High Density Veneer and PU Leather Cover	
	Edge: High Quality PVC Edge, Smooth	1
	Color: Brown	
	Shape: L-Shape	7
7	Sofa Set	7

	Material: Leatherette + Wood
	Foam: Standard Foam
	Color: Black
	1 - Seater, Dimension: L38" x W34" x H38"
	3 - Seater Dimendion: L80" x W34" x H38"
	Set includes: (1) Piece 3 - Seater and (2) Pieces 1 - Seater
8	Conference Table (8 Seater) with Chairs
9	Portable Sink
	Stainless steel double sink
10	Storage Steel Cabinet
	Dimension: 180 x 90 x 40 cm
	Color: Metal Grey
	2 Drawers, 4 Door and Lock System
11	Display Cabinet
	Dimension: 185H x 90W x 420 CM
	Powder Coated Metal
	Steel Swing Door with Glass Lock & keys
	Gray & Wooden Brown Color
	22 Gauge
12	Metal Locker, 18 Compartment
	Size: H1800 * W900 * D400 mm
	Thickness: .6mm regular; 0.4-1.00mm
	Color: RAL or Pantone Color

Section VIII. Checklist of Technical and Financial Documents

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

② (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;

<u>and</u>

(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Note: If the bidder submits item (a), bidder may not submit requirements (b), (c) & (d).

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**
- Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid in the amount of <u>at least 50% of the ABC</u> or at least Seven Hundred Fourteen Thousand Nine Hundred Fifteen and 13/100 Pesos (PhP 714,915.13);

or

Statement of at least two (2) similar completed contracts, the aggregate amount of which should be equivalent to <u>at least 50% of the ABC</u> or **at least Seven Hundred Fourteen Thousand Nine Hundred Fifteen and 13/100 Pesos (PhP 714,915.13)** and the largest of these similar contracts must be equivalent to at least half of the said aggregate amount or **at least Three Hundred Fifty-Seven Thousand Four Hundred Fifty Seven and 57/100 Pesos (PhP 357,457.57)**; and

Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

Original copy of Notarized Bid Securing Declaration; and

- ② (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

- 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
- The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) at least equal to ABC (**PhP 1,429,830.26**); or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (at least 10% of ABC or PhP 142,983.03).

II. FINANCIAL COMPONENT ENVELOPE

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

Guideline on the Preparation of Electronic Bid (e-Bid)

(for bidders who prefer electronic bid submission)

- 1. Convert all documents into Portable Document Format (PDF) and should be printable.
- 2. Properly label all documents for prompt identification. Filename of documents, whichever are applicable to the bidder, should be as follows:

	Document	Filename (in PDF form)
1.	PhilGEPS Certificate of Registration	PhilGEPS
	(Platinum)	
2.	Registration Certificate (SEC/DTI)	Registration Certificate
3.	Mayor's/Business Permit	Mayor's-Business Permit
4.	Tax Clearance	Tax Clearance
5.	Statement of On-Going Government	Statement of On-Going
	& Private Contracts	Contracts
6.	Statement of Bidder's Single Largest	SLCC
	Completed Contract	
7.	Statement of at least two (2) similar	Statement of Completed
	completed contracts	Contracts
8.	Bid Security	Bid Security
9.	Technical Specifications	Technical Specifications
10.	SCHEDULE of	Schedule of Requirements
	Requirements/Production and	
	delivery schedule	
11.	Manpower Requirements	Manpower Requirements
12.	After Sales service/parts	After Sales
13.	Omnibus Sworn Statement	Omnibus Sworn Statement
14.	Audited Financial Statements	Audited Financial Statements
15.	Net Financial Contracting Capacity	NFCC
16.	Committed Line of Credit	CLC
17.	Bid Form	Bid Form
18.	Price Schedule	Price Schedule

- 3. Create two (2) folders that are password-protected. The first folder should contain all requirements under Technical Component checklist as presented under Section VIII. The second folder should contain all requirements under Financial Component checklist.
- 4. Compress the two (2) folders and name as follows: a) first folder: **Technical Documents**, b) second folder: **Financial Documents**.
- 5. Email the 2 compressed folders to Ms. Jessamine C. Ecleo at <u>jecleo@vsu.edu.ph</u> before the deadline (March 9, 2021; 8:30AM).



