

REPUBLIC OF THE PHILIPPINES QUEZON CITY GOVERNMENT BIDS AND AWARDS COMMITTEE – GOODS AND SERVICES



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

SUPPLY AND INSTALLATION OF MODULAR PARTITIONS INCLUDING FURNITURE AND OTHER WORKS FOR HUMAN RESOURCE MANAGEMENT DEPARTMENT (HRMD)

PROJECT NO. HRMD-25-FIXTURES-0376

Government of the Republic of the Philippines

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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.

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.

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Quezon City Local Government wishes to receive Bids for the SUPPLY AND INSTALLATION OF MODULAR PARTITIONS INCLUDING FURNITURE AND OTHER WORKS FOR HUMAN RESOURCE MANAGEMENT DEPARTMENT (HRMD) with identification number HRMD-25-FIXTURES-0376.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of *one (1) Item*, 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 2025 in the amount of ELEVEN MILLION NINE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-TWO PESOS AND 69/100 ONLY (Php11,939,432.69).
- 2.2. The source of funding is:
 - a. 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.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. 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.
- 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 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 *the last three (3) 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:
 - a. 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**.
- 14.2. The Bid and bid security in no case shall exceed One Hundred Twenty (120) calendar days from the date of opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity (HoPE) of the Quezon City Local Government. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

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 through manual submission as indicated in paragraph 7 of the IB.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

20.1. 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**.

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

	Did Data Silet				
ITB					
Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	a. A single contract similar to the item/s to be bid and must be at least Fifty percent (50%) of the ABC.				
	b. Completed within the last three (3) years prior to the deadline for submission and receipt of bids substantially in a FORM prescribed by to QC-BAC-GOODS AND SERVICES, must be accompanied by a co of Certificate of Acceptance by the end-user or Official Receipt (O. or Sales Invoice (S.I.) issued for the Contract.				
7.1	Subcontracting is not allowed.				
12	The price of the Goods shall be quoted DDP within Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	a. The amount of not less than <i>Php 238,788.65</i> or equivalent to two percent (2 of ABC if bid security is in cash, cashier's/manager's check, badraft/guarantee or irrevocable letter of credit; or				
	b. The amount of not less than <i>Php</i> 596,971.63 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.				
19.3	[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]				
	[In case the project will be awarded by item, list each item indicating its quantity and ABC.]				
20.2	List of required licenses and permits relevant to the Project and the corresponding law requiring it.				
	No Additional Requirement				
21.2	Additional required documents relevant to the Project that are required by existing laws and/or the Procuring Entity.				
	No Additional Requirement				

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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.

GCC Clause 1 [List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:] **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: [For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with **INCOTERMS.**" [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[indicate name(s)]*. 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: Select appropriate requirements and delete the rest. performance or supervision of on-site assembly and/or start-up of a. the supplied Goods; furnishing of tools required for assembly and/or maintenance of the b. supplied Goods; furnishing of a detailed operations and maintenance manual for each c. appropriate unit of the supplied Goods; performance or supervision or maintenance and/or repair of the d. 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 training of the Procuring Entity's personnel, at the Supplier's plant e. and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. [Specify additional incidental service requirements, as needed.] f. 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.

Special Conditions of Contract

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:

Select appropriate requirements and delete the rest.

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months 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 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 Contract to transport the Goods to a specified place of destination within 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 available, Goods may be shipped by a carrier which is not of Philippine registry available, Goods may be shipped by a carrier which is not of Philippine registry available. However, that carriers of Philippine registry available, 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		
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Section VI. Schedule of Requirements

PROJECT NAME: SUPPLY AND INSTALLATION OF MODULAR PARTITIONS INCLUDING FURNITURE AND OTHER WORKS FOR HUMAN RESOURCE MANAGEMENT DEPARTMENT (HRMD)

PROJECT NO. HRMD-25-FIXTURES-0376

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

Item Number	Description	Unit of Issue	Quantity	Delivered, Weeks/Months
1	SUPPLY AND INSTALLATION OF MODULAR PARTITIONS	lot	1	
	Modular Laminated Partition Floor to ceiling height, 60mm thick modular laminated partition with glass and frosting or without glass; complete with off-white or charcoal gray aluminum endtrims and cable/wire-ready baseboard			
	Fabric Low Partition with Glass 1.5mH (46mm thk) 46mm thick modular 2-tone fabric low partition 1,200mm Ht (top panel 150mm and bottom panel 1050mm) with clear glass on top (300mm Ht.) complete with off-white or charcoal gray aluminum endtrims and cable/wire-ready baseboard			
	Fabric Low Partition with Glass 1.5mH (60mm thk) 60mm thick modular 2-tone fabric low partition 1,200mm Ht (top panel 150mm and bottom panel 1050mm) with clear glass on top (300mm Ht.) complete with off-white or charcoal gray aluminum endtrims and cable/wire-ready baseboard			Within One Hundred Twenty (120) Calendar Days
	Modular Desk Top 600mm width 30mm Thick Modular Desktop: high pressure laminated top (600mm width) color light brown (wood grain): with metal drawer, powder coated support brackets and metal joining plates			Upon Issuance of Notice to Proceed
	Modular Desk Top (600mm width) with Tubular Leg 30mm Thick Modular Desktop: high pressure laminated top (600mm width) color light brown (wood grain); with metal drawer, powder coated support brackets and metal joining plates; inclusive of 1 Tubular chrome leg per linear meter with black plastic footing (adjustable height), mounting plate and fixings/fasteners			
	Modular Ledge 300mmD 30mm thick high pressure laminate finish modular ledge (300mm depth) color: light brown (wood grain): with heavy duty off-white powder coated metal brackets and stainless steel wood joining plates			

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Somm thick high pressure laminate finish modular ledge (000mm depth) color: light brown (wood grain): with heavy duty off-write powder coated metal brackels and stariness steel wood joining plates Ful Swing Fabric Partition Swing Door (DA) 60mm thick 2-lone modular fabric low partition ful swing door (600mm W x 1,200m H) complete with adurnium end tim (color: off- write), fabric: top color (150mm) & bottom color (1050mm) complete with hardware and accessories Modular Door, Single Leat (D1) 60mm thick Laminated Partition-Hatt Glass Door with Door Jambs, single leat, 800mm Width x 2,100mm Height Panel Type Door, Single Leat (D3) 800mm x 2100mm height including 2 inches x 4 inches solid wood door jamb with (1 inch x 3 inches) door casing, duca paint finish, hall glass with firsted glass films indoor Blackout Fabric with Aluminum Framing Indoor Blackout Fabric with Muminum Framing Indoor Blackout Fabric with Muminum Framing Indoor Blackout Fabric with With W with a start with a complete for ON source of Notice to Proceed Proceed of Notice to Proceed Soft Chair (4) With Bolts modied for J drawers, caster - Somm, gauge 20 Accessories: pencil tray and file divider, flush handle, central locking system: Dimension: 400 W x 560 D x 550 H mm Proceed Proceed Proceed Sofa - 3 Seater (3) glass top with stainless steel base (9) glass top with stainless steel base	 Counter Top - 400mmD]]
 ledge (400mm depth) color: Light brown (wood grain): with heavy duly of-white powder coated metal brackels and stainless steel wood joining plates Full Swing fabric Partifian Swing Door (DA) 60mm thick 2-tone modular fabric low partition fail swing door (600mm W x 1,200mm H) complete with autinum end tim (color: of- white), fabric: top color (150mm) & bottom color (1050mm) complete with automum end tim (color: of- white), fabric: top color (150mm) & bottom color (1050mm) complete with automum end tim (color: of- white), fabric: top color (150mm) & bottom color (1050mm) complete with automum end tim (color: of- with Door Jambs, single leaf (D3) 800mm Height Including 2 inches x 4 inches solid wood door jamb with (11 inch x 3 inches) door cosing, duce paint finish, half glass with frosted glass film with complete hardware and accessories Roler Shade Blind: Indoor Combl Fabric with Aluminum Framing Indoor Sunscreen Fabric with W to Song Song Song Song Song Song Song Son		
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stainless steel wood joining plates Full Swing Gobic Partition Swing Door (DA) 60mm thick 2-tone modular fabric low partition full Swing door (600mm V x 1, 200mm H) complete with aluminum end tim (colar: off- white), fabric: top color (150mm) & bottom color (1050mm) complete with hardware and accessories Modular Door, Single Leaf (D1) Morn thick taminated Partition-Half Glass Door with Door Jambs, single leaf, 800mm Wiath x 2,100mm theight Panel Type Door, Single Leaf (D3) 800mm x 2100mm height Boot Jambs, single leaf, 800mm Wiath x 2,100mm theight Panel Type Door, Single Leaf (D3) 800mm x 2100mm height Boot Jambs, single leaf, 800mm Wiath x 2,100mm theight Panel Type Door, Single Leaf (D3) 800mm x 2100mm height including 2 inches x 4 inches solid wood toor jamb with (1 inch x 3 inches) door cosing, duce opaint finish, holf glass with fraced glass film with complete hardware and accessories Roller Shade Binds Indoor Contal Fabric with Aluminum Framing indoor Blackau upholistered fabric chair with custored plass indiced toor, nyon side for all drockau pholistered fabric chair with custored plass molecel toop, nyon side for all drowers, caster - 55mm, gauge 20 Accessories: pencil tray and file drivder, fush handle, central locking system: Dimension: 400 W x 560 D x 650 H mm Sofa - 1 Seater (2) 1- seater with ammest, Fabric or leathere		
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Filing Cabinet Vertical - 4 drawers (13) All metal Construction, steel ball bearing, Gauge 0.9mm or gauge 20, capacity 65kg per		
All metal Construction, steel ball bearing, Gauge 0.9mm or gauge 20, capacity 65kg per	450mm W x 600mm H	
All metal Construction, steel ball bearing, Gauge 0.9mm or gauge 20, capacity 65kg per		
Gauge 0.9mm or gauge 20, capacity 65kg per		1
	-	
arawer: life divider, liush handle, central locking	All metal Construction, steel ball bearing,	
	All metal Construction, steel ball bearing, Gauge 0.9mm or gauge 20, capacity 65kg per	
	All metal Construction, steel ball bearing, Gauge 0.9mm or gauge 20, capacity 65kg per	

Schedule of Requirements Page 2 of 4

system, black handle; Dimensions: W 460 x 620 x	
H 1400 mm	
Free Standing Table -1.2m x 0.60m (19e)	
High Pressure Laminated top, color; light brown	
(wood grain) with powder coated off-white	
metal legs and metal drawer (with lock)	
Dimension: 1,200mm L x 600mm W x 750mm H	
Conference Chair (3S)	
Midback chair with arm rest gas lift and backtilt;	
fabric finish seat and backrest with 5 pronged	
PVC star base legs	
Receiving Counter (L-Type)	
Fabric low partition reception counter (size: 4,249	
W x 1,560 x 1100 H mm) with 60mm thick	
aluminum frame charcoal gray powder coated	
endtrims with raceway and glider; 30mm thick	
laminated worktop (size: 4059W x 600 x 1560 H x	
600 mm) inclusive of tubular Legs and 300mm W	
countertop; side fabric low partition with glass	
(size: 1,764 W x 1,500 H mm) inclusive of swing	
door (600mm W x 1,200mm H)	
OTHER WORKS	
Drywall with Transaction Window for Records	
Room 1	Within One
6.0 mm thk. Fiber cement Board	Hundred
6.0 mm thk. Laminated Board, Single Face	Twenty (120)
Flat Latex Paint (3 Coats) 50 x 75 x 1,45mm thk. G.I. Metal U Track	alendar Days
31 x 70 x 0.6mm thk. G.I. Metal C Stud	pon Issuance
6mm Thk. Tempered Glass in Aluminum	of Notice to
Powdered Coated Frame (Window Transaction)	Proceed
25mm Thk. Laminated Board, Two Face	1 I Occcu
(Countertop)	
10mm Thk. Aluminum Trim Grooves	
Miscellaneous and Consumables including	
percent wastage	
Blind Rivets, 1/8 x 3/8	
Blind Rivets, 1/8 x 3/8	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works	
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Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor 20mm ø PVC Coupling	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor 20mm ø PVC Coupling 50mm x 100mm PVC Utility Box	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor 20mm ø PVC Coupling 50mm x 100mm PVC Utility Box 100mm x 100mm PVC Junction Box with cover	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor 20mm ø PVC Coupling 50mm x 100mm PVC Utility Box 100mm x 100mm PVC Junction Box with cover 15mm ø Flexible Metallic Conduit	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor 20mm ø PVC Coupling 50mm x 100mm PVC Utility Box 100mm x 100mm PVC Junction Box with cover 15mm ø Flexible Metallic Conduit ½ inch x ½ inch x 8ft. Metal Moulding	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor 20mm ø PVC Coupling 50mm x 100mm PVC Utility Box 100mm x 100mm PVC Junction Box with cover 15mm ø Flexible Metallic Conduit ½ inch x ½ inch x 8ft. Metal Moulding 4 inches x 2.5mm x 21ft., Aluminum Threshold	
Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor 20mm ø PVC Coupling 50mm x 100mm PVC Utility Box 100mm x 100mm PVC Junction Box with cover 15mm ø Flexible Metallic Conduit ½ inch x ½ inch x 8ft. Metal Moulding	

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Electrical Taps G.1 Tie Wire 1/8 ø x 1 ½ Tox Screw 3 inches Concrete Nails Epoxy Primer Paint Thinner Paint Brush 2 inches
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I hereby certify to comply and deliver all the above requirements.

Name: ______

Legal Capacity: _____

Signature: ______

Duly authorized to sign the Bid for and behalf of: _____

Schedule of Requirements Page 4 of 4

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

PROJECT NAME: SUPPLY AND INSTALLATION OF MODULAR PARTITIONS INCLUDING FURNITURE AND OTHER WORKS FOR HUMAN RESOURCE MANAGEMENT DEPARTMENT (HRMD)

PROJECT NO. HRMD-25-FIXTURES-0376

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or
		"Not Comply" against each of the individual
		parameters of each Specification stating the
		corresponding performance parameter of the
		equipment offered. Statements of "Comply" or
		"Not Comply" must be supported by evidence
		in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of
		manufacturer's un-amended sales literature,
		unconditional statements of specification and
		compliance issued by the manufacturer,
		samples, independent test data etc., as
		appropriate. A statement that is not supported
		by evidence or is subsequently found to be
		contradicted by the evidence presented will
		render the Bid under evaluation liable for
		rejection. A statement either in the Bidder's
		statement of compliance or the supporting
		evidence that is found to be false either during
		Bid evaluation, post-qualification or the
		execution of the Contract may be regarded as
		fraudulent and render the Bidder or supplier
		liable for prosecution subject to the applicable laws and issuances.]
		laws and issuances.
1	SUPPLY AND INSTALLATION OF MODULAR PARTITIONS	
	Modular Laminated Partition	
	Floor to ceiling height, 60mm thick modular	
	laminated partition with glass and frosting or without	
	glass; complete with off-white or charcoal gray	
	aluminum endtrims and cable/wire-ready	
	baseboard	
	busebound	
	Fabric Low Partition with Glass 1.5mH (46mm thk)	
	46mm thick modular 2-tone fabric low partition	
	1,200mm Ht (top panel 150mm and bottom panel	
	1050mm) with clear glass on top (300mm Ht.)	
	complete with off-white or charcoal gray aluminum	
	endtrims and cable/wire-ready baseboard	
	Fabric Low Partition with Glass 1.5mH (60mm thk)	
	60mm thick modular 2-tone fabric low partition	1
	1,200mm Ht (top panel 150mm and bottom panel	
	1050mm) with clear glass on top (300mm Ht.)	
	complete with off-white or charcoal gray aluminum	
	endtrims and cable/wire-ready baseboard	
	Modular Desk Top 600mm width	1
	30mm Thick Modular Desktop: high pressure	
	laminated top (600mm width) color light brown	
	(wood grain): with metal drawer, powder coated	
	support brackets and metal joining plates	
	Modular Desk Top (600mm width) with Tubular Leg	
	30mm Thick Modular Desktop: high pressure	
	laminated top (600mm width) color light brown	
1	(wood grain); with metal drawer, powder coated	
	support brackets and metal joining plates; inclusive	

Technical Specifications Page 1 of 4

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plas	Tubular chrome leg per linear meter with black tic footing (adjustable height), mounting plate I fixings/fasteners	
30m ledg colo whit	dular Ledge 300mmD am thick high pressure laminate finish modular ge (300mm depth) pr: light brown (wood grain): with heavy duty off- te powder coated metal brackets and stainless al wood joining plates	
30m ledg colo whit	unter Top - 400mmD nm thick high pressure laminate finish modular ge (400mm depth) or: light brown (wood grain); with heavy duty off- te powder coated metal brackets and stainless el wood joining plates	
60m swir alur (150	Swing Fabric Partition Swing Door (DA) nm thick 2-tone modular fabric low partition full ng door (600mm W x 1,200mm H) complete with minum end trim (color: off-white), fabric: top color 0mm) & bottom color (1050mm) complete with dware and accessories	
60m	dular Door, Single Leaf (D1) hm thick Laminated Partition-Half Glass Door with or Jambs, single leaf, 800mm Width x 2,100mm ght	
800 incl doc	Hel Type Door, Single leaf (D3) Imm x 2100mm height including 2 inches x 4 hes solid wood door jamb with (1 inch x 3 inches) or casing, duco paint finish, half glass with frosted ss film with complete hardware and accessories	
Ind Ind	l er Shade Blinds oor Combi Fabric with Aluminum Framing oor Blackout Fabric with Aluminum Framing oor Sunscreen Fabric with Aluminum Framing	
Mic bac arm	ff Chair (4) Iback upholstered fabric chair with cushioned ck and seat molded foam, polypropylene (PP) ns and base (5-prong with caster wheels), gas lift re with tilt mechanism.	
2 sr pla - 55 div	bile Pedestal (5) mall and 1 file drawer, all metal construction with istic molded top, nylon slide for all drawers, caster form, gauge 20 Accessories: pencil tray and file ider, flush handle, central locking system: nension: 400 W x 560 D x 650 H mm	
	a - 3 Seater (6) seater with armrest, fabric or leatherette	
	a -1 Seater (27) seater with armrest, Fabric or leatherette	
glo	n ter Table Rectangular (8) ass top with stainless steel base 1,000 mm L x Dmm W x 470mm H)	

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Side Table with Stainless steel base (?) glass top with stainless steel base 450mm L x 450mm W x 450mm H Hing Cablet Vertical - 4 drawers (13) All metal Construction, steel ball bearing, Gauge 0.50mm or gauge 20, coopacity 65kg per drawer. file divider, flush handle, central locking system, black handle: Dimensions: W 460 x 520 x H 1400 mm Free Standing Table - 1.2m x 0.60m (19e) High Pressure Laminated top, color: light brown (wood grain) with powder coated off-white metal legs and metal drawer (with lock) Dimension: 1,200mm L x 600mm W x 750mm H Conference Chair (33) Midback chair with arm rest gas lift and backtilt: table: finish seat and backrest with 5 pronged PVC star base legs Receiving Counter (L-Type) Fabitic tow partition reception counter (size: 4.249 W x 1,550 x 100 H mm) with 60mm thick aluminum frame charcoal gray powder coated endritms with raceway and glider: 30mm thick aluminated worktop (size: 4058 W x 500 x 1560 H x 600 mm) inclusive of tubudar Legs and 300mm W z 0.00mm W x 1,200mm H) OTHER WORKS Dywall with framsaction Window for Records Room 1 6.0 mm thk. Hiber cement Board 6.0 mm thk. Jenninated Board, Single Face Hat Latex Paint [3 Coats] 50 x 75 x 1.45mm thic. G.1. Metal C Stud 4mm Thk. Jenninated Board, Two Face (Countertop) 10mm Thk. Aluminum Tim Grooves Mescelaneous and Consumables including percent wastage Black Stowh, A 1 ½ inch 32mm Concrete Nail. A inches Metal and Concrete Dill Bit			
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25mm Thk. Laminated Board, Two Face (Countertop) 10mm Thk. Aluminum Trim Grooves Miscellaneous and Consumables including percent wastage Blind Rivets, 1/8 x 3/8 Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-Ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
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Black Screw, 6 x 1 ¼ inch 32mm Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Concrete Nail. 4 inches Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-Ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Metal and Concrete Dill Bit Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Drywall Tape Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Roller Brush Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Paint Brush Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Sanding Paper Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Putty Knife Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Paint Thinner Solvent Silicone Sealant Electrical Works Roughing-Ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Silicone Sealant Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor		•	
Electrical Works Roughing-ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Roughing-Ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
Roughing-Ins 20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor		Flectrical Works	
20mm ø x 3m PVC Pipe 20mm ø PVC Adaptor			
20mm ø PVC Adaptor			
		•	
50mm x 100mm PVC Utility Box			
100mm x 100mm PVC Junction Box with cover		•	
15mm ø Flexible Metallic Conduit			

Technical Specifications Page 3 of 4

B.	Compliance to the Schedule of Requirements (Section VI)	
	Paint Brush 2 inches	
	Epoxy Primer Paint Thinner	
	3 inches Concrete Nails	
	1/8 ø x 1 ½ Tox Screw	
	G.I Tie Wire	
	Electrical Taps	
	Hacksaw Blade	
	400cc PVC Solvent Cement	
	Miscellaneous and Consumables	
	Face, 1.2V, 600mAh	
	LED Exit Light Milled Aluminum Type Double sided	
	Cover	
	Wiring Devices and lighting Fixtures Duplex Convenience Outlet, with Grounding and	
	3.5mm² THHN Copper Wire	
	3.5mm ² THW Copper Wire	
	Wires	
	Cover)	
	4 inches x 2.5mm x 21ft., Aluminum Threshold (Cable	
	½ inch x ½ inch x 8ft. Metal Moulding	

I hereby certify to comply and deliver all the above requirements.

Name: ______

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: ______

Technical Specifications Page 4 of 4

COST DERIVATION

PROJECT NAME: SUPPLY AND INSTALLATION OF MODULAR PARTITIONS INCLUDING FURNITURE AND OTHER WORKS FOR HUMAN RESOURCE MANAGEMENT DEPARTMENT (HRMD) PROJECT NO. HRMD-25-FIXTURES-0376

ITEM NO.	ITEM & DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE	ITEM TOTAL
1	MODULAR LAMINATED PARTITION	m²	71		
2	FABRIC LOW PARTITION	m²	65		
3	FABRIC LOW PARTITION	m²	245		
4	MODULAR DESK TOP 600MM	lm	136		
5	MODULAR DESK TOP 600MM WITH TUBULAR LEG	lm	8		
6	MODULAR LEDGE 300MMD	lm	138		
7	COUNTER TOP400MMD	lm	4		
8	FULL SWING FABRIC PARTITION SWING DOOR (DA)	set	1		
9	MODULAR DOOR SINGLE LEAF (D1)	set	3		
10	PANEL TYPE DOOR SINGLE LEAF (D3)	set	1		
11	INDOOR COMBI	m²	11		
12	INDOOR BLACKOUT	m²	11		
13	INDOOR SUNSCREEN	m²	49		
14	STAFF CHAIR	piece	114		
15	MOBILE PEDESTAL	piece	58		
16	SOFA 3 SEATER	piece	1		
17	SOFA 1 SEATER	piece	2		
18	CENTER TABLE RECTANGULAR	piece	1		
19	SIDE TABLE WITH STAINLESS STEEL BASE	piece	2		
20	FILING CABINET VERTICAL	piece	62		
21	FREE STANDING TABLE	piece	1		
22	CONFERENCE CHAIR	piece	10		
23	RECEIVING COUNTER	set	1		
24	FIBERCEMENT BOARD 6.0MM	sheet	7		
25	LAMINATED BOARD SINGLE FACE 6.00MM THK	sheet	7		
26	FLAT LATEX PAINT	m²	19		
27	G.I METAL U TRACK	piece	6		
28	G.I METAL C STUD	piece	26		
29	TEMPERED GLASS ALUMINUM 6MM THK	m²	1.02		
30	LAMINATED BOARD TWO FACE 25MM THK	m²	0.48		
31	ALUMINUM TRIM 10MM THK	m²	28		
32	MISCELLANEOUS AND CONSUMABLES	ls	1		
33	PVC PIPE 20MM Ø 3M	piece	12		·
34	PVC ADAPTOR 20MM Ø	piece	24		

Cost Derivation Page 1 of 2

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35	PVC COUPLING 20MM Ø	piece	24		
36	PVC UTILITY BOX 50MM X 100MM	piece	107		
37	PVC JUCTION BOX WITH COVER 100MM X 100MM	piece	27		
38	FLEXIBLE METALLIC CIRCUIT	piece	15		
39	METAL MOULDING ½ INCH X ½ INCH X 8FT	piece	100		
40	ALUMINUM THRESHOLD 4 INCHES X 2.5MM X 21FT	piece	2		
41	COPPER WIRE 3.5MM ² THW	roll	3		
42	COPPER WIRE 3.5MM ² THHN	roll	6		
43	DUPLEX CONVINIENCE	piece	118		
44	LED EXIT	piece	6		
45	PVC SOLVENT 400CC	can	3		
46	HACKSAW BLADE	piece	3		
47	ELECTRICAL TAPE	roll	10		
48	G.I TIE WIRE	kilo	2		
49	SCREW 1/8 INCH Ø X 1 ½	box	2		
50	CONCRETE NAILS 3 INCHES	kilo	2		
51	EPOXY PRIMER	liter	3		
52	PAINT THINNER	liter	3		
53	PAINT BRUSH	piece	3		
		·		TOTAL	

I hereby certify to comply and deliver all the above requirements.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: ______

Cost Derivation Page 2 of 2

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

<u>Technical Documents</u>

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (in a FORM prescribed by the QC-BAC-GOODS AND SERVICES); and
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (in a FORM prescribed by the QC-BAC-GOODS AND SERVICES); and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or

Original copy of Notarized Bid Securing Declaration; and

- (h) Conformity with Section VI. (Schedule of Requirements) and Section VII. (Technical Specifications), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
- (i) Original duly signed Omnibus Sworn Statement (OSS);
 and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (in a FORM prescribed by the QC-BAC-GOODS AND SERVICES);

<u>or</u>

 $\overline{\mathbf{A}}$ committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(k) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

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

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

- (1) [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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- \Box (a) Original of duly signed and accomplished Financial Bid Form;
- (b) Original of duly signed and accomplished Price Schedule(s); and
- \Box (c) Cost Derivation

III. REQUIRED DOCUMENTS in BDS SECTION 20.2 and 21.2

• No Additional Requirements

Note:

1. Please refer to

[https://drive.google.com/file/d/1uiYurh5WrpBL5B_pqpzAb62yucAblR1p/view?usp=sh aring] for the following requirements:

- a. Computation of NFCC;
- b. List of All Ongoing Contracts/List of Contracts already awarded but not yet started;
- c. Statement of Single Largest Completed Contract
- 2. Please refer to GPPB Resolution No. 16-2020 for the following requirements:
 - a. Bid Form;
 - b. Price Schedule (for Goods Offered from Abroad/ Within the Philippines)
 - c. Bid Securing Declaration; and
 - d. Omnibus Sworn Statement

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