

BUREAU OF CORRECTIONS IWAHIG PRISON AND PENAL FARM Iwahig, 5301 Puerto Princesa City Palawan



BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

For the

SUPPLY AND DELIVERY OF CONSTRUCTION MATERIALS FOR PREVENTIVE MAINTENANCE OF 1). BUILDING #4 (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS, REPAIR OF PLUMBING AND OTHER MINOR REPAIR) 2). SUPPLY OFFICE (RE-PAINTING OF OUTER WALL, REPAIR OF CEILING, REPLACEMENT OF BUSTED LIGHTS) 3). NEW CONFERENCE (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS) 4). LAKANDULA IVSU (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS) 5). LAKANDULA MAIN GATE POST (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS)

> 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)

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 Nation

Section I. Invitation to Bid





INVITATION TO BID

SUPPLY AND DELIVERY OF CONSTRUCTION MATERIALS FOR PREVENTIVE MAINTENANCE OF 1). BUILDING #4 (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS, REPAIR OF PLUMBING AND OTHER MINOR REPAIR) 2). SUPPLY OFFICE (RE-PAINTING OF OUTER WALL, REPAIR OF CEILING, REPLACEMENT OF BUSTED LIGHTS) 3). NEW CONFERENCE (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS) 4). LAKANDULA IVSU (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS) 5). LAKANDULA MAIN GATE POST (RE-PAINTING, REPLACEMENT OF BUSTED LIGHTS)

The Iwahig Prison and Penal Farm (IPPF), through General Appropriations Act 2024 *intends* to apply the sum of Nine Hundred Forty-Six Thousand Pesos (Php 946,000.00) being the Approved Budget for the Contracts (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 1. The *IPPF* now invites bids for the above Procurement Project. Delivery of the Goods is required *within Thirty (30) calendar days from the receipt of the Notice to Proceed*. 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).
- 2. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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.
- 3. Prospective Bidders may obtain further information from *IPPF-BAC Secretariat* and inspect the Bidding Documents at the address given below during Mondays to Fridays (8:00 to 5:00 P.M.).
- 4. A complete set of Bidding Documents may be acquired by interested Bidders on **8** October 2024 (8:00 A.M. to 5:00 P.M. not available on Saturdays, Sundays and Holidays) 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 Php 1,000.00* The Procuring Entity shall allow the bidder to

present its proof of payment for the fees to be presented in person at the IPPF-BAC Secretariat.

- 5. The IPPF will hold a Pre-Bid Conference¹ on *16 October 2024* (3:00 PM) at *IPPF*, *New Conference Room* which shall be open to prospective bidders.
- 6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. Late bids shall not be accepted.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 8. Bid opening shall be on 28 October 2024 (3:00 P.M.) at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 9. The *IPPF* 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.
- 10. For further information, please refer to:

MONETTE M MARTIN

Office of the BAC Secretariat BAC Office, Bureau of Corrections, Puerto Princesa City *ippfbac@bucor.gov.ph*

11. You may visit the following websites:

For downloading of Bidding Documents: bucor.gov.ph

Issued on 08th day of October 2024.

CTINSP FRANCISCO C CAABAY, DMD Chairperson Bids and Awards Committee Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Iwahig Prison and Penal Farm* wishes to receive Bids for the payments for supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula main Gate post (re-painting, replacement of busted lights) with IPPF-ITB-14-2024.

[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 lot* (1), 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 in the amount of Nine Hundred Forty-six Thousand pesos (PhP946,000.00)
- 2.2. The source of funding is: NGAs

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. 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 twenty-five percent (25%) of the ABC.
- 5.3. 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 *IPPF New Conference Room* 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 5.2 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 the **BDS.**

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *17 September 2024*. 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **One Project having several items that shall be awarded as one contract.**

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

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB	
Clause	
5.2	For this purpose, contracts similar to the Project shall be:
	 a.) considered "similar" to the contract to be bid if it involves goods and services of the same nature and complexity as the subject matter of the project being procured (<i>GPPB Non-Policy Matter No. 150-2017</i>); and b.) Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	No further instruction.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	The amount of not less than the amount equivalent to two percent (2%) of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	The amount of not less than the amount equivalent to five percent (5%) of total ABC, if bid security is in Surety Bond.
19.3	The Approved Budget for the Contract payments Nine Hundred Forty-six Thousand pesos
	(PhP946,000.00).
20.2	
20.2	(PhP946,000.00). Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice
20.2	 (PhP946,000.00). 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; 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance)
20.2	 (PhP946,000.00). 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; 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users
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20.2	 (PhP946,000.00). 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; 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance) 3. Valid and Current Registration Certificate (SEC Certificate of Registration for Corporation or DTI Certificate of Registration for Sole Proprietorship or CDA Certificate of Registration for Cooperative)
20.2	 (PhP946,000.00). 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; 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance) 3. Valid and Current Registration Certificate (SEC Certificate of Registration for Corporation or DTI Certificate of Registration for Sole Proprietorship or CDA Certificate of Registration for Cooperative) 4. Valid and Current Mayor's or Business Permit

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* or Framework Agreement*]* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring

Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. 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).**

6. Advance Payment and Terms of Payment

- 6.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 6.2. 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**.

7. **Performance Security**

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

8. 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 *{[Include if Framework Agreement will be used:]* or Framework Agreement*]* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

9. Warranty

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

10. 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.

11. 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).**

12. Advance Payment and Terms of Payment

- 12.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 12.2. 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**.

13. Performance Security

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

14. 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 *{[Include if Framework Agreement will be used:]* or Framework Agreement*]* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

15. Warranty

- 5.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.4 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.

16. 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

17. 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).**

18. Advance Payment and Terms of Payment

- 18.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 18.2. 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**.

19. Performance Security

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

20. 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 *{[Include if Framework Agreement will be used:]* or Framework Agreement*]* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

21. Warranty

- 5.5 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.6 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.

22. 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

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	Delivery of the Goods/Security Services shall be made by the Service Provider within Thirty (30) calendar days from receipt of notice to proceed by the winning bidder, 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, MR KING DAVID C DELA CRUZ , Puerto Princesa City.
	Incidental Services –
	The Supplier/Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.
	The Contract price for the Goods/ and Services 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.
	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.
2.2	No further instructions.
4	The inspections and tests that will be conducted at the project site and actual
	inspections and tests that will be conducted at the project site and actual inspection of the goods/services shall be done as required under Section VII. Technical Specifications.

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.

Supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula Main Gate Post (re-painting, replacement of busted lights)

Item Number	Description	Quantity	Delivered, Weeks/Months
1.	Roof guard paint Baguio Green	11pails	30 calendar days from receipt of Notice to Proceed
2.	Enamel Baguio green	12 pails	30 calendar days from receipt of Notice to Proceed
3.	Enamel Semi -Gloss White	34 pails	30 calendar days from receipt of Notice to Proceed
4.	Enamel Flat White	12 pails	30 calendar days from receipt of Notice to Proceed
5.	Enamel Black	7 pails	30 calendar days from receipt of Notice to Proceed
6.	Paint Thinner	121 gallons	30 calendar days from receipt of Notice to Proceed
7.	Latex Baguio Green	13 pails	30 calendar days from receipt of Notice to Proceed
8.	Latex Semi-Gloss White	46 pails	30 calendar days from receipt of Notice to Proceed
9.	Latex paint Flat White	20 pails	30 calendar days from receipt of Notice to Proceed
10.	Paint Brush 4"	80 pcs	30 calendar days from receipt of Notice to Proceed
11.	Paint Brush 3"	80 pcs	30 calendar days from receipt of Notice to Proceed
12.	Paint Brush 2"	50 pcs	30 calendar days from receipt of Notice to Proceed
13.	Paint Brush 1"	15 pcs	30 calendar days from receipt of Notice to Proceed
14.	Paint roller, cotton, 9"	40 pcs	30 calendar days from receipt of Notice to Proceed
15.	Paint roller, cotton, 7"	40 pcs	30 calendar days from receipt of Notice to Proceed
16.	Paint roller, cotton, 4"	30 pcs	30 calendar days from receipt of Notice to Proceed
17.	Putty for cement board	20 gallons	30 calendar days from receipt of Notice to Proceed

18.	Metal Primer	5 gallons	30 calendar days from receipt of Notice to Proceed
19.	Fiber adhesive tape / mesh tape 2"	40 rolls	30 calendar days from receipt of Notice to Proceed
20.	Putty Knife w/o handle 4"	25 pair	30 calendar days from receipt of Notice to Proceed
21.	Putty Knife w/o handle 6"	25 pair	30 calendar days from receipt of Notice to Proceed
22.	Putty Knife w/ handle 6"	15 pcs	30 calendar days from receipt of Notice to Proceed
23.	Putty Knife w/ handle10"	15 pcs	30 calendar days from receipt of Notice to Proceed
24.	Putty Knife w/ handle 2"	15 pcs	30 calendar days from receipt of Notice to Proceed
25.	Sand Paper # 80 1ft x 1m	100 pcs	30 calendar days from receipt of Notice to Proceed
26.	Sand Paper # 60 1ft x 1m	100 pcs	30 calendar days from receipt of Notice to Proceed
27.	Sanding Disk # 80 x 4"	60 pcs	30 calendar days from receipt of Notice to Proceed
28.	Sanding Disk # 60 x 4"	70 pcs	30 calendar days from receipt of Notice to Proceed
29.	Sanding Disk # 100 x 4"	70 pcs	30 calendar days from receipt of Notice to Proceed
30.	Steel Wire polishing wheel grinder	20 pcs	30 calendar days from receipt of Notice to Proceed
31.	Latex Yellow	4 Gallons	30 calendar days from receipt of Notice to Proceed
32.	Latex Black	4 Gallons	30 calendar days from receipt of Notice to Proceed
33.	Latex Red Orange	2 Gallons	30 calendar days from receipt of Notic to Proceed
34.	Enamel Yellow	2 Gallons	30 calendar days from receipt of Notic to Proceed
35.	Enamel Red Orange	2 Gallons	30 calendar days from receipt of Notic to Proceed
36.	1 ½" x 6" x 12" Good Lumber	65 pcs	30 calendar days from receipt of Notic to Proceed
37.	2 x 6" x 10" Good Lumber	30 pcs	30 calendar days from receipt of Notic to Proceed
38.	Common Wire Nail 3", 25kg/box	3 boxes	30 calendar days from receipt of Notic to Proceed
39.	Common Wire Nail 2", 25kg/box	4 boxes	30 calendar days from receipt of Notic to Proceed
40.	Common Wire Nail 1 1/2", 25kg/box	2 boxes	30 calendar days from receipt of Notic to Proceed
41.	Hammer, Plastic handle	6 pcs	30 calendar days from receipt of Notic to Proceed

			1
42.	Steel Tape 5m	14 pcs	30 calendar days from receipt of Notice to Proceed
43.	Cross cut saw (for wood) 16" pointed tip	5 pcs	30 calendar days from receipt of Notice to Proceed
44.	Cross cut saw (for wood) 20" ordinary	4 pcs	30 calendar days from receipt of Notice to Proceed
45.	Termite Control (Chemical Spray application)	1 gallon	30 calendar days from receipt of Notice to Proceed
46.	Barrel bolt 8mm heavy duty	15 sets	30 calendar days from receipt of Notice to Proceed
47.	Hinges 3" heavy duty	20 pair	30 calendar days from receipt of Notice to Proceed
48.	Head Barrel lock with spring and chain 8mm	10 sets	30 calendar days from receipt of Notice to Proceed
49.	Foot Bolt 8mm heavy duty	10 stes	30 calendar days from receipt of Notice to Proceed
50.	Planer including 1pc blade 4", 600watts, extra blade 2pcs, sharpening stone-1pc, extra carbon brush-2sets (preferably made in Japan or Germany-ORIGINAL)	1 set	30 calendar days from receipt of Notice to Proceed
51.	Electric grinder (preferably made in Japan or Germany-ORIGINAL)	1 pc	30 calendar days from receipt of Notice to Proceed
52.	Marine Plywood 6mm	26 pcs	30 calendar days from receipt of Notice to Proceed
53.	Marine Epoxy A & B 1L/can	4 cans	30 calendar days from receipt of Notice to Proceed
54.	Vulcaseal 75ml	18 sachet	30 calendar days from receipt of Notice to Proceed
55.	Tie Wire # 16	16 kls	30 calendar days from receipt of Notice to Proceed
56.	Nylon, 3.0mm	7 kls	30 calendar days from receipt of Notice to Proceed
57.	Nylon, 1.0mm	2 kls	30 calendar days from receipt of Notice to Proceed
58.	Lavatory Drain	4 sets	30 calendar days from receipt of Notice to Proceed
59.	Stainless faucet for lavatory	4 sets	30 calendar days from receipt of Notice to Proceed
60.	Stainless Floor Drain 4"x4"	4 pcs	30 calendar days from receipt of Notice to Proceed
61.	Bidet	4 sets	30 calendar days from receipt of Notice to Proceed
62.	HDPE Hose 3/4"	150 mtrs	30 calendar days from receipt of Notice to Proceed
63.	HDPE Compression coupling 3/4"	10 pcs	30 calendar days from receipt of Notice to Proceed
64.	HDPE Compression Tee 3/4"	10 pcs	30 calendar days from receipt of Notice
65.	HDPE Compression Tee reducer 3/4" x 1/2"	5 pcs	to Proceed 30 calendar days from receipt of Notice

66.	HDPE Compression coupling reducer 3/4" x 1/2"	5 pcs	30 calendar days from receipt of Notice to Proceed
67.	HDPE Compression coupling 1/2"	10 pcs	30 calendar days from receipt of Notice to Proceed
68.	2 pcs Silicon sealant 300ml with 1 caulking gun	1 set	30 calendar days from receipt of Notice to Proceed
69.	PVC Elbow 3/4"	15 pcs	30 calendar days from receipt of Notice to Proceed
70.	Teplon Tape big1/2	30 pcs	30 calendar days from receipt of Notice to Proceed
71.	Solvent Cement 200cc/can with dip stick	15 cans	30 calendar days from receipt of Notice to Proceed
72.	Electrical tape (big)	20 rolls	30 calendar days from receipt of Notice to Proceed
73.	Bulb, LED, 15watts	85 pcs	30 calendar days from receipt of Notice to Proceed
74.	THHN wire, 2.0mm.sq	4 boxes	30 calendar days from receipt of Notice to Proceed
75.	2 holes connector adaptor for T8 lamp holder - verify per sample	120 pcs	30 calendar days from receipt of Notice to Proceed
76.	T8 LED Glass Tube (TP-T8-0.6m-GF9-DL 9W Daylight 230V AC 60H)z - verify per sample	100 pcs	30 calendar days from receipt of Notice to Proceed

Mode of Payment: Lump Sum (Subject for approval by end-user and upon issuance of Certificate of Acceptance by the End-User and Inspection and Acceptance Committee)

Section VII. Technical Specifications

Technical Specifications

Supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula Main Gate Post (re-painting, replacement of busted lights)

Item	Specification	Statement of Compliance
1.	Roof guard paint Baguio Green	
2.	Enamel Baguio green	
3.	Enamel Semi -Gloss White	
4.	Enamel Flat White	
5.	Enamel Black	
6.	Paint Thinner	
7.	Latex Baguio Green	
8.	Latex Semi-Gloss White	
9.	Latex paint Flat White	
10.	Paint Brush 4"	
11.	Paint Brush 3"	
12.	Paint Brush 2"	
13.	Paint Brush 1"	
14.	Paint roller, cotton, 9"	
15.	Paint roller, cotton, 7"	
16.	Paint roller, cotton, 4"	
17.	Putty for cement board	
18.	Metal Primer	
19.	Fiber adhesive tape / mesh tape 2"	
20.	Putty Knife w/o handle 4"	

21.	Putty Knife w/o handle 6"	
22.	Putty Knife w/ handle 6"	
23.	Putty Knife w/ handle10"	
24.	Putty Knife w/ handle 2"	
25.	Sand Paper # 80 1ft x 1m	
26.	Sand Paper # 60 1ft x 1m	
27.	Sanding Disk # 80 x 4"	
28.	Sanding Disk # 60 x 4"	
29.	Sanding Disk # 100 x 4"	
30.	Steel Wire polishing wheel grinder	
31.	Latex Yellow	
32.	Latex Black	
33.	Latex Red Orange	
34.	Enamel Yellow	
35.	Enamel Red Orange	
36.	1 ½" x 6" x 12" Good Lumber	
37.	2 x 6" x 10" Good Lumber	
38.	Common Wire Nail 3", 25kg/box	
39.	Common Wire Nail 2", 25kg/box	
40.	Common Wire Nail 1 1/2", 25kg/box	
41.	Hammer, Plastic handle	
42.	Steel Tape 5m	
43.	Cross cut saw (for wood) 16" pointed tip	
44.	Cross cut saw (for wood) 20" ordinary	
45.	Termite Control (Chemical Spray application)	
46.	Barrel bolt 8mm heavy duty	

47.	Hinges 3" heavy duty	
48.	Head Barrel lock with spring and chain 8mm	
49.	Foot Bolt 8mm heavy duty	
50.	Planer including 1pc blade 4", 600watts, extra blade 2pcs, sharpening stone-1pc, extra carbon brush-2sets (preferably made in Japan or Germany-ORIGINAL)	
51.	Electric grinder (preferably made in Japan or Germany-ORIGINAL)	
52.	Marine Plywood 6mm	
53.	Marine Epoxy A & B 1L/can	
54.	Vulcaseal 75ml	
55.	Tie Wire # 16	
56.	Nylon, 3.0mm	
57.	Nylon, 1.0mm	
58.	Lavatory Drain	
59.	Stainless faucet for lavatory	
60.	Stainless Floor Drain 4"x4"	
61.	Bidet	
62.	HDPE Hose 3/4"	
63.	HDPE Compression coupling 3/4"	
64.	HDPE Compression Tee 3/4"	
65.	HDPE Compression Tee reducer 3/4" x 1/2"	
66.	HDPE Compression coupling reducer 3/4" x 1/2"	
67.	HDPE Compression coupling 1/2"	
68.	2 pcs Silicon sealant 300ml with 1 caulking gun	
69.	PVC Elbow 3/4"	
70.	Teplon Tape big1/2	
71.	Solvent Cement 200cc/can with dip stick	
72.	Electrical tape (big)	
73.	Bulb, LED, 15watts	
74.	THHN wire, 2.0mm.sq	

75.	2 holes connector adaptor for T8 lamp holder - verify per sample	
76.	T8 LED Glass Tube (TP-T8-0.6m-GF9-DL 9W Daylight 230V AC 60H)z - verify per sample	

I/We hereby commit to comply and deliver all the requirement in accordance with the above stated specifications.

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative

Date

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, within the last two (2) years from the date of submission and receipt of bids amounting to at last twenty-five percent (25%) of the Approval Budget of the Contract ABC, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Technical Specifications and Schedule of Requirements which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

COMPANY LETTERHEAD

Statement of ongoing government & private contracts

Supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula Main Gate Post (re-painting, replacement of busted lights)

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract

Supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula Main Gate Post (re-painting, replacement of busted lights)

Statement of Single (1) Largest Completed Contract of Similar in nature within the last two (2) years from the date of submission and receipt of bids amounting to at least twenty-five percent (25%) of the Approved Budget of the Contract (ABC)

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery	end user's acceptance or official receipt(s) or sales invoice issued for the contract, (Attached Copy)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Certificate of Net Financial Contracting Capacity

Supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula Main Gate Post (re-painting, replacement of busted lights)

(Please show figures at how you arrived at the NFCC)

 This is to certify that our (P_____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

NFCC = (CA-CL) (15) - C

Where:

CA	=	Current Assets
CL	=	Current Liabilities
С	=	value of all outstanding or uncompleted portions of the
		Projects under going contracts, including awarded contracts
		Yet to be started coinciding with the contract for this Project

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (Per GPPB Resolution No. 20-2013, July 13, 2013)

Latest Annual Tax Return must be attached to the NFCC computation that was filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar of fiscal year income per Revenue Regulations 3-2005

Issued this ______ day of ______ 2023

Name & Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula Main Gate Post (re-painting, replacement of busted lights)

REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

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BID SECURING DECLARATION Invitation to Bid: [IPPF-ITB-14-2024]

To: Iwahig Prison and Penal Farm

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at ____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission	
Notary Public for	until
Roll of Attorneys No	
PTR No [date issu	ued], [place issued]
IBP No [date issi	ued], [place issued]

Doc. No. _____ Page No. _____ Book No. _____ Series of _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No.____ Page ___of___

Supply and delivery of construction materials for preventive maintenance of 1). Building #4 (re-painting, replacement of busted lights, repair of plumbing and other minor repair) 2). Supply Office (re-painting of outer wall, repair of ceiling, replacement of busted lights) 3). New Conference (re-painting, replacement of busted lights) 4). Lakandula IVSU (re-painting, replacement of busted lights) 5). Lakandula Main Gate Post (re-painting, replacement of busted lights)

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportati on and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit(col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1.	Roof guard paint Baguio Green		11pails						
2.	Enamel Baguio green		12 pails						
3.	Enamel Semi -Gloss White		34 pails						
4.	Enamel Flat White		12 pails						
5.	Enamel Black		7 pails						
6.	Paint Thinner		121 gallons						
7.	Latex Baguio Green		13 pails						
8.	Latex Semi-Gloss White		46 pails						
9.	Latex paint Flat White		20 pails						

10.	Paint Brush 4"	80 pcs			
11.	Paint Brush 3"	80 pcs			
12.	Paint Brush 2"	50 pcs			
13.	Paint Brush 1"	15 pcs			
14.	Paint roller, cotton, 9"	40 pcs			
15.	Paint roller, cotton, 7"	40 pcs			
16.	Paint roller, cotton, 4"	30 pcs			
17.	Putty for cement board	20 gallons			
18.	Metal Primer	5 gallons			
19.	Fiber adhesive tape / mesh tape 2"	40 rolls			
20.	Putty Knife w/o handle 4"	25 pair			
21.	Putty Knife w/o handle 6"	25 pair			
22.	Putty Knife w/ handle 6"	15 pcs			
23.	Putty Knife w/ handle10"	15 pcs			
24.	Putty Knife w/ handle 2"	15 pcs			
25.	Sand Paper #80 1ft x 1m	100 pcs			
26.	Sand Paper #60 1ft x 1m	100 pcs			
27.	Sanding Disk # 80 x 4"	60 pcs			
28.	Sanding Disk # 60 x 4"	70 pcs			
29.	Sanding Disk # 100 x 4"	70 pcs			
	• •				

30.	Steel Wire polishing wheel	20 2 2 2			
	grinder	20 pcs			
31.	Latex Yellow	4 Gallons			
32.	Latex Black	4 Gallons			
33.	Latex Red Orange	2 Gallons			
34.	Enamel Yellow	2 Gallons			
35.	Enamel Red Orange	2 Gallons			
36.	1 ½" x 6" x 12" Good Lumber	65 pcs			
37.	2 x 6" x 10" Good Lumber	30 pcs			
38.	Common Wire Nail 3", 25kg/box	3 boxes			
39.	Common Wire Nail 2", 25kg/box	4 boxes			
40.	Common Wire Nail 1 1/2", 25kg/box	2 boxes			
41.	Hammer, Plastic handle	6 pcs			
42.	Steel Tape 5m	14 pcs			
43.	Cross cut saw (for wood) 16" pointed tip	5 pcs			
44.	Cross cut saw (for wood) 20" ordinary	4 pcs			
45.	Termite Control (Chemical Spray application)	1 gallon			
46.	Barrel bolt 8mm heavy duty	15 sets			
47.	Hinges 3" heavy duty	20 pair			
48.	Head Barrel lock with spring and chain 8mm	10 sets			
49.	Foot Bolt 8mm heavy duty	10 stes			

69.	PVC Elbow 3/4"	15 pcs			
70.	Teplon Tape big1/2	30 pcs			
71.	Solvent Cement 200cc/can with dip stick	15 cans			
72.	Electrical tape (big)	20 rolls			
73.	Bulb, LED, 15watts	85 pcs			
74.	THHN wire, 2.0mm.sq	4 boxes			
75.	2 holes connector adaptor for T8 lamp holder - verify per sample	120 pcs			
76.	T8 LED Glass Tube (TP-T8- 0.6m-GF9-DL 9W Daylight 230V AC 60H)z - verify per sample	100 pcs			

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. :

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and <u>figures</u>] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agent Currency Commission or gratuity

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

⁽if none, state "None")]

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Legal	capacity:	

Signature: _____

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

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES) CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[*If a sole proprietorship:*] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[*If a partnership, corporation, cooperative, or joint venture:*] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[*If a sole proprietorship:*] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true

and correct;

- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[*If a sole proprietorship:*] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[*If a partnership or cooperative:*] None of the officers and members of [*Name of Bidder*] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[*If a corporation or joint venture:*] None of the officers, directors, and controlling stockholders of [*Name of Bidder*] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. <u>In case advance payment was made or given, failure to perform or deliver any of the</u> obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the <u>Revised Penal Code.</u>

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20___ at ____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

