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PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF VARIOUS SUPPLIES & MATERIALS IN PREPARATION FOR THE LIMITED FACE-TO FACE CLASSES OF THE UNIVERSITY (2ND NEGOTIATED PROCUREMENT)

ABC - ₱1,693,941.00

Pre-bid Conference: 10 June 2022 – 9:30 A.M.

Opening of Bids: 22 June 2022 - 9:30 A.M.

PB 2022 - G & S – 03

**Sixth Edition
July 2020**

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.

Table of Contents

Section I. Invitation to Bid.....4
**Checklist of Eligibility Documents, Technical Proposal,
and Best and Final Offer.....6**
Instructions to Bidders.....8
Bid Data Sheet16
General Conditions of Contract19
Special Conditions of Contract22
Schedule of Requirements27
Technical Specifications30



INVITATION TO BID

PROCUREMENT OF VARIOUS SUPPLIES & MATERIALS IN PREPARATION FOR THE LIMITED FACE TO FACE CLASSES OF THE UNIVERSITY (2ND NEGOTIATED PROCUREMENT)

- In view of the two (2) failed competitive biddings, the Southern Leyte State University Main Campus, through its Bids and Awards Committee (BAC), invites interested bidders to participate in the negotiation for the project: **“Procurement of Various Supplies & Materials in Preparation for the Limited Face to Face Classes of the University” Lot 1 & 3** with a total Approved Budget for the Contract (ABC) of **ONE MILLION SIX HUNDRED NINETY THREE THOUSAND NINE HUNDRED FORTY-ONE PESOS** chargeable against **SLSUs Internally Generated Fund** in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR 2016) OF THE Republic Act No. 9184, otherwise known as the Government Procurement Reform Act (GPRA). The description per Lot are detailed as follows:

| Lot No. | Description | ABC | Amount of Bidding Documents |
|------------------|--|----------------------|-----------------------------|
| 1 | Supplies & Materials for Repair & Maintenance of Classrooms & Installation of Exhaust Fans | ₱1,022,216.00 | 1,500.00 |
| 3 | Medicines and Various Medical Supplies & Materials for the Isolation Room | ₱671,725.00 | 1,000.00 |
| TOTAL ABC | | ₱1,693,941.00 | |

- The BAC will hold a Negotiation Conference on **10 June 2022 at 9:30 in the morning** through videoconference via Zoom which shall be open to all interested bidders.
- The Eligibility Documents, Technical Proposal, and Best and Final Offer stated in the checklist shall be submitted in one (1) original and two (2) duplicate copies on or before 14 June 2022 at 9:30 am at the AVR Room, CCSIT Building, SLSU Main Campus, Sogod, Southern Leyte

The BAC shall conduct the meeting for the opening of the Eligibility Documents, Technical Proposal, and Best and Final Offer on **22 June 2022 at 9:30 a.m.**, via Zoom. Authorized attendees, including representatives of bidders, who are physically present at the AVR Room, CCSIT Building, SLSU Main Campus shall likewise join the meeting via videoconferencing
- Within one (1) calendar day from notice, the bidder whose submission is determined as the Lowest Calculated Quotation shall submit its 2021 Income Tax Return and its November 2021 to April 2022 VAT returns (Forms 2550M and 2550Q) or Percentage Tax Return (Form 2551M), with proofs of payment filed and paid through the Electronic Filing and Payment System.
- A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of the non-refundable applicable fee for the bidding documents pursuant to the latest Guidelines issued by GPPB in the amount stated above. It may also be

downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of SLSU, provided that Bidders shall pay the non-refundable fee for the Bidding Documents in the amount stated above not later than the submission of bids.

6. Those who participated in the two failed biddings will no longer pay the cost of the Negotiated Procurement Documents. However, should anyone be interested to participate, they need to attend the negotiation Conference and must submit new sets of proposals.
7. For new bidders, only those who attended the negotiation Conference and acquired the Negotiated Procurement Documents are allowed to submit proposals.
8. Bids in excess of the Approved Budget for the Contract shall be automatically rejected. The opening of the best and final offer will be on **22 June 2022 at 9:30 in the morning** at the Plenary Hall, USSC Building, SLSU Main Campus, Sogod, Southern Leyte.
9. The Southern Leyte State University reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders and to make an award to the bidder whose proposal is deemed most advantageous to the government.
10. For further information, please refer to: SLSU Main Campus BAC Secretariat, Ground Floor, CCSIT Building, SLSU Main Campus, Sogod, Southern Leyte, Contact Nos. 09565490615 / 09078309506.
11. You may visit the following website to download the Bidding Documents:
www.slsuonline.edu.ph.

02 June 2022

Date

Sgd.

MABEL R. CALVA, MPA

Chairperson

Bids & Awards Committee

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Southern Leyte State University Main Campus* wishes to receive Bids for the *Procurement of Various Supplies & Materials in Preparation for the Limited Face to Face Classes of the University*, with identification number *PB 2022-G&S-03*.

The Procurement Project (referred to herein as “Project”) is composed of *127 items*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2022 in the amount of **One Million Six Hundred Ninety-Three Thousand Nine Hundred Forty-One Pesos (₱1,693,941.00)**.

The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is **Internally Generated Fund**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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 **10 June 2022, 9:30 A.M.**, as indicated in paragraph 5 of the IB. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences through videoconference.

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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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.

- 14.2. The Bid and bid security shall be valid for *one hundred twenty calendar days from the date of the opening of bids (or until 20 October 2022)*. 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 **three (3) copies** 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.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address and contact number of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC;
- (d) bear the specific identification of this bidding process indicated in the 1.0; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

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.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Referred to the <i>Procurement of Various Supplies & Materials in Preparation for the Limited Face to Face Classes of the University</i>. b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | The price of the Goods shall be quoted DDP Region VIII or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than ₱33,878.82, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱84,697.05 if bid security is in Surety Bond. |
| 19.3 | Project will be awarded per item. |
| 20.2 | <p>The Bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties; 2. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be a copy of any verifiable document(s) such as but not limited to the following: <ol style="list-style-type: none"> a) Contract/s or Purchase Order/s; b) Corresponding Sales Invoice/s; c) Official Receipt/Cash Receipt/Collection Receipt; d) Certification of Satisfactory Completion. 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> i. 2021 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from November 2021 to April 2022. |

| | |
|--|--|
| | <p>4. Duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable. (Should expressly indicate the Authorized representative to transact with the Procuring Entity).</p> <p><i>* Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</i></p> <p><i>** In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</i></p> <p><i>*** In case the valid Mayor’s Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</i></p> <p><i>**** In case the notice for the submission of post-qualification documents is sent via the bidder’s email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder’s responsibility to check its/his/her email for the purpose.</i></p> |
|--|--|

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 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

Special Conditions of Contract

| GCC Clause | |
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| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are DDP delivered Sogod, Southern Leyte. In accordance with INCOTERMS.”</p> <p>The delivery terms applicable to this Contract are delivered in Sogod, Southern Leyte. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is FRANCIS ANN R. SY, End-user’s Representative.</p> <p>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |

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| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |

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| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Clause 33.2 of Section II. Instructions to Bidders of the Bidding Documents, in lieu of the unnotarized PSD. |
| 3 | <p>In accordance with item 6.4 of GPPB Resolution No. 09-202, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and |

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| | <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 184 upon lifting of the State of Calamity, or community quarantine or similar restriction, as the case may be.</p> |
| 4 | <p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> |

Section VI. Schedule of Requirements

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

| Item # | Description | Qty. | Total | Delivered, Weeks/Mos. |
|---|--|----------|----------|-----------------------|
| Supplies & Materials for Repair & Maintenance of MMC and Ceramics Building | | | | |
| 1 | Door Jamb | 7 sets | 7 sets | 30 cd |
| 2 | Coco Lumber 2"x3x10' (S4S) | 28 pcs. | 28 pcs. | 30 cd |
| 3 | Marine Plywood 1/4 | 16 pcs. | 16 pcs. | 30 cd |
| 4 | Hinges #4 | 24 pcs. | 24 pcs. | 30 cd |
| 5 | Door Knob | 6 pcs. | 6 pcs. | 30 cd |
| 6 | Common Nail #4 | 4 kls. | 4 kls. | 30 cd |
| 7 | Common Nail #3 | 2 kls. | 2 kls. | 30 cd |
| 8 | Common Nail #2 | 1 kls. | 1 kls. | 30 cd |
| 9 | Flat Wall | 3 gals. | 3 gals. | 30 cd |
| 10 | QDE Choco Brown | 3 gals | 3 gals | 30 cd |
| 11 | Body Filter | 4 lts | 4 lts | 30 cd |
| 12 | Sand Paper #80 | 20 pcs. | 20 pcs. | 30 cd |
| 13 | Baby Roller | 4 pcs. | 4 pcs. | 30 cd |
| 14 | Paint Brush #2 | 4 pcs. | 4 pcs. | 30 cd |
| 15 | CHB #4 | 50 pcs. | 50 pcs. | 30 cd |
| 16 | Cement | 12 bags | 12 bags | 30 cd |
| 17 | Spring Latch Assembly | 4 pcs. | 4 pcs. | 30 cd |
| 18 | Screened Sand | 3 cu.m. | 3 cu.m. | 30 cd |
| Supplies and Materials for Fabrication of 50 pcs footbath | | | | |
| 19 | Angle Bar 1x3/16 | 30 pcs. | 30 pcs. | 30 cd |
| 20 | Steel Plate Gauge #18 | 10 pcs. | 10 pcs. | 30 cd |
| 21 | Welding Rod #6013 | 10 kls. | 10 kls. | 30 cd |
| 22 | Lacquer Thinner | 4 gals | 4 gals | 30 cd |
| 23 | Acrylic Paint Gray Color with catalyst | 3 cans | 3 cans | 30 cd |
| 24 | Paint Brush #1 | 5 pcs. | 5 pcs. | 30 cd |
| 25 | Paint Brush #2 | 5 pcs. | 5 pcs. | 30 cd |
| Supplies and Materials For Installation of Industrial Exhaust Fan | | | | |
| 26 | Industrial Exhaust Fan (16"x16") | 45 units | 45 units | 30 cd |
| 27 | Wire # 16 (flat cord) | 4 rolls | 4 rolls | 30 cd |
| 28 | Moulding 3/4 | 100pcs. | 100pcs. | 30 cd |
| 29 | Gang Box | 45 pcs. | 45 pcs. | 30 cd |
| 30 | Single Switch (Flash Type) | 45 pcs. | 45 pcs. | 30 cd |
| 31 | Plastic Tux (5mm) | 4 box | 4 box | 30 cd |
| 32 | Metal Screw (5mm x 1 inch) | 300 pcs. | 300 pcs. | 30 cd |
| 33 | Electrical Tape (1inch) | 5 rolls | 5 rolls | 30 cd |
| 34 | Masonry Drill Bit (5mm) | 5 pcs. | 5 pcs. | 30 cd |
| 35 | Insulated Staple Wire # 1 | 10box | 10box | 30 cd |

| Supplies and Materials for the Rehabilitation of Septic Tank at MMC Building | | | | |
|---|---|-----------|-----------|-------|
| 36 | PPR Male Adaptor 1/2" | 45 units | 45 units | 30 cd |
| 37 | PPR Female Adaptor 1/2" | 4 rolls | 4 rolls | 30 cd |
| 38 | PPR Male elbow 1/2" | 100pcs. | 100pcs. | 30 cd |
| 39 | PPR Female elbow 1/2" | 45 pcs. | 45 pcs. | 30 cd |
| 40 | PPR Ball valve 1/2" | 45 pcs. | 45 pcs. | 30 cd |
| 41 | PPR Union 1/2" | 4 box | 4 box | 30 cd |
| 42 | PPR Tee 1/2" | 300 pcs. | 300 pcs. | 30 cd |
| 43 | PPR Elbow 1/2"x90° | 5 rolls | 5 rolls | 30 cd |
| 44 | PPR Elbow 1/2"x45° | 5 pcs. | 5 pcs. | 30 cd |
| 45 | PPR Coupling 1/2 | 10box | 10box | 30 cd |
| 46 | PPR Pipe 1/2"x12ft (Hot & Cold) | 45 units | 45 units | 30 cd |
| 47 | Teflon tape tomboul 1" | 4 rolls | 4 rolls | 30 cd |
| 48 | Faucet Bronze, ordinary | 100pcs. | 100pcs. | 30 cd |
| 49 | Angle valve 1/2"x1/2" | 45 pcs. | 45 pcs. | 30 cd |
| 50 | Flexible Hose 1/2"x1/2"x18" | 45 pcs. | 45 pcs. | 30 cd |
| 51 | GI Nipple 1/2"x2"x5-40 | 4 box | 4 box | 30 cd |
| 52 | GI Tee 1/2"x5-40 | 300 pcs. | 300 pcs. | 30 cd |
| 53 | Toilet Bowl | 5 rolls | 5 rolls | 30 cd |
| | For Ceramics Building | | | |
| 54 | Aluminum Double Swing Door -Supplies & Installation | 1 set | 1 set | 30 cd |
| Other Supplies & Materials: CAO | | | | |
| 55 | Battery AAA | 720 pcs. | 720 pcs. | 30 cd |
| 56 | Caution tape (3" x 1000ft.) | 10 rolls | 10 rolls | 30 cd |
| 57 | Nylon Rope # 10 | 20 rolls | 20 rolls | 30 cd |
| 58 | Straw | 20 rolls | 20 rolls | 30 cd |
| 59 | Rugs (doormat) W: 16", L: 23" | 200 pcs. | 200 pcs. | 30 cd |
| 60 | Alcohol (70% Ethyl) | 200 gal. | 200 gal. | 30 cd |
| 61 | Hand Liquid Soap | 200 lts. | 200 lts. | 30 cd |
| 62 | Hand Sanitizer | 200 lts. | 200 lts. | 30 cd |
| 63 | Medical Infrared Thermometer | 150 pcs. | 150 pcs. | 30 cd |
| 64 | Trash Bin with foot pedal (17liters capacity) | 50 pcs. | 50 pcs. | 30 cd |
| 65 | Acrylic Sheet Transparent - table top W: 45" L:40" | 10 pcs. | 10 pcs. | 30 cd |
| 66 | Liquid Disinfectant | 200 gals. | 200 gals. | 30 cd |
| 67 | Paint (concrete, Red) | 5 gals. | 5 gals. | 30 cd |
| ISOLATION ROOM: | | | | |
| 68 | Ceiling fan /wall fan | 4 units | 4 units | 30 cd |
| 69 | Shower curtain plain white | 6 panels | 6 panels | 30 cd |
| 70 | Shower curtain plain light mint green | 6 panels | 6 panels | 30 cd |
| 71 | Spinned mop | 2 pcs. | 2 pcs. | 30 cd |
| 72 | Boots (size 7) | 2 pairs | 2 pairs | 30 cd |
| 73 | Boots (size 8) | 2 pairs | 2 pairs | 30 cd |
| 74 | Boots (size 9) | 2 pairs | 2 pairs | 30 cd |
| Various Medical Supplies & Materials for Isolation Room | | | | |
| 75 | Adhesive bandage | 15 pcs. | 15 pcs. | 30 cd |
| 76 | Electrostatic Sprayer | 5 pcs. | 5 pcs. | 30 cd |
| 77 | Alcohol, 70% Ethyl | 10 gals. | 10 gals. | 30 cd |
| 78 | Sensored Alcohol Dispenser | 6 pcs. | 6 pcs. | 30 cd |

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| 79 | Alcohol Spray Gun | 3 pcs. | 3 pcs. | 30 cd |
| 80 | Povidone Iodine wound solution 60ml | 10 pcs. | 10 pcs. | 30 cd |
| 81 | Blood pressure digital | 2 pcs. | 2 pcs. | 30 cd |
| 82 | Blood pressure manual | 2 pcs. | 2 pcs. | 30 cd |
| 83 | Clean gloves 100s | 25 boxes | 25 boxes | 30 cd |
| 84 | Disposable cup 100pcs | 5 packs | 5 packs | 30 cd |
| 85 | Disposable waste bin for sharp object | 10 pcs. | 10 pcs. | 30 cd |
| 86 | Electrostatic Sprayer | 2 pcs. | 2 pcs. | 30 cd |
| 87 | Face mask N95 | 500 pcs. | 500 pcs. | 30 cd |
| 88 | Face mask KN95 | 100 pcs. | 100 pcs. | 30 cd |
| 89 | Faceshield | 500 pcs. | 500 pcs. | 30 cd |
| 90 | Garbage bag (Large) 50pcs/roll | 50 rolls | 50 rolls | 30 cd |
| 91 | Gauze pad 4x4 | 5 boxes | 5 boxes | 30 cd |
| 92 | Glucometer | 1 pc. | 1 pc. | 30 cd |
| 93 | Glucometer strip 50pcs/box | 5 boxes | 5 boxes | 30 cd |
| 94 | Hand sanitizer green 1L | 50 pcs. | 50 pcs. | 30 cd |
| 95 | Hand soap | 10 pcs. | 10 pcs. | 30 cd |
| 96 | Hospital bed w/ foam | 3 pcs. | 3 pcs. | 30 cd |
| 97 | Infrared Thermal Scanner K3plus 3in1 set | 2 pcs. | 2 pcs. | 30 cd |
| 98 | IV Cannula G20 | 50 pcs. | 50 pcs. | 30 cd |
| 99 | IV Cannula G23 | 50 pcs. | 50 pcs. | 30 cd |
| 100 | Lancet (100pcs/box) | 5 boxes | 5 boxes | 30 cd |
| 101 | Concentrated Liquid Disinfectant (900ml) | 10 bots. | 10 bots. | 30 cd |
| 102 | Concentrated Spray Disinfectant (510g) | 20 tins | 20 tins | 30 cd |
| 103 | Macroset | 50 pcs. | 50 pcs. | 30 cd |
| 104 | Medical Kit complete Orange Tag | 2 pcs. | 2 pcs. | 30 cd |
| 105 | Medical waste Disposal bin 80L | 5 pcs. | 5 pcs. | 30 cd |
| 106 | Nasal Cannula O2 | 50 pcs. | 50 pcs. | 30 cd |
| 107 | Nebulizer | 3 pcs. | 3 pcs. | 30 cd |
| 108 | Nebulizer kit | 30 pcs. | 30 pcs. | 30 cd |
| 109 | Oral Thermometer | 20 pcs. | 20 pcs. | 30 cd |
| 110 | Oxygen Kit | 30 pcs. | 30 pcs. | 30 cd |
| 111 | Oxygen refill @20lbs. | 10 cyl. | 10 cyl. | 30 cd |
| 112 | Oxygen tank (20 lbs.) complete set, ready to use | 3 sets | 3 sets | 30 cd |
| 113 | Pillow | 10pcs. | 10pcs. | 30 cd |
| 114 | Plain white bed sheet w/ pillowcase | 10 sets | 10 sets | 30 cd |
| 115 | PPE (Personal Protective Equipment) Hazmat | 200 pcs. | 200 pcs. | 30 cd |
| 116 | PPE (Personal Protective Equipment) Large | 20 pcs. | 20 pcs. | 30 cd |
| 117 | PPE (Personal Protective Equipment) Medium | 20 pcs. | 20 pcs. | 30 cd |
| 118 | Pulse Oximeter | 3 pcs. | 3 pcs. | 30 cd |
| 119 | Sterile Gloves 6.5 | 500 pcs. | 500 pcs. | 30 cd |
| 120 | Sterile Gloves 7 | 300 pcs. | 300 pcs. | 30 cd |
| 121 | Sterile Gloves 7.5 | 200 pcs. | 200 pcs. | 30 cd |
| 122 | Sterile water 100ml | 10 pcs. | 10 pcs. | 30 cd |
| 123 | Syringe 10cc (100pcs/box) | 5 pcs. | 5 pcs. | 30 cd |
| 124 | Syringe 1cc (100pcs/box) | 5 boxes | 5 boxes | 30 cd |
| 125 | Syringe 3cc (100pcs/box) | 5 boxes | 5 boxes | 30 cd |
| 126 | Syringe 5cc (100pcs/box) | 5 boxes | 5 boxes | 30 cd |
| 127 | Tissue | 100 rolls | 100 rolls | 30 cd |

Section VII. Technical Specifications

Technical Specifications

| Item | Specification | Statement of Compliance |
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| | | <p><i>[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.]</i></p> |
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| | (please refer to attached Specs for Medical Supplies/Materials) | |
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Republic of the Philippines



SLSU MAIN CAMPUS