

Government of the Republic of the Philippines



METROPOLITAN WATERWORKS & SEWERAGE SYSTEM

**REGULATORY OFFICE**

**BIDDING DOCUMENTS FOR THE  
PROCUREMENT OF THE SUPPLY,  
DELIVERY AND INSTALLATION OF  
FURNITURE AND ACCESSORIES**

**Contract No. RO-PG2021-001-B  
March 2021**

**PHILIPPINE BIDDING DOCUMENTS**  
**(As Harmonized with Development Partners)**  
**6<sup>th</sup> 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.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or -controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.



## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

# INVITATION TO BID FOR THE PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE AND ACCESSORIES

1. The **Metropolitan Waterworks and Sewerage System Regulatory Office (MWSS RO)**, through the Corporate Operating Budget (COB) for CY 2021, intends to apply the sum of **FIVE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED TWENTY PESOS ONLY (Php5,535,220.00)** being the Approved Budget for the Contract (ABC), to payments under the Contract for the Procurement for the Supply, Delivery and Installation of Furniture and Accessories under **Contract No. RO-PG2021-001-B**. Bids received in excess of the total ABC shall automatically be rejected at bid opening.

Lot No.	Description	ABC (Vat Inclusive)	Bid Security: (Bid Securing Declaration OR Cashier's/ Mgr.'s Check equal to at least 2% of the ABC)	Cost of Bid Documents (cash payment only)
	Loose Furniture, Soft Seating, Rugs, Plant Box, Window Blinds	Php5,535,220.00	Php110,704.40	Php5,000.00

2. The MWSS RO now invites bids for the above Procurement Project. Delivery of the Goods is required **within Ninety (90) upon receipt of NTP**. Bidders should have completed, within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "**pass/fail**" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective Bidders may obtain further information from **MWSS RO** and inspect the Bidding Documents at the address given below during **weekdays from 8:00AM to 5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **08 April 2021** upon payment of the applicable fee for the Bidding Documents indicated above. Bidders who participated in the previous bidding for Lot 3 under Contract No. RO-PG2021-001-A shall not be required to pay the applicable fee subject to verification of proof of payment.

6. The Schedule of Bidding Activities shall be as follows:

ACTIVITIES	DATE AND TIME	VENUE/PLATFORM
Issuance and Availability of Bidding Documents	From 08 April 2021 up to 11:30AM of 3 May 2021 (8AM to 5PM)	Bidding Documents may be acquired by interested Bidders from the given address and websites below and upon payment of the applicable fees.
Pre-Bid Conference	21 April 2021 1:00 PM	Pre-Bid Conference will be through video conferencing via Google Meet platform.
Submission of Bids	3 May 2021 11:30 AM	Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before the date & time specified. Late bids shall not be accepted.
Opening of Bids	3 May 2021 1:30 PM	Bid opening shall be through video-conferencing using the Google Meet platform. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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. Prospective Bidders are encouraged to download supplementary Annexes from the official MWSS RO website ([ro.mwss.gov.ph](http://ro.mwss.gov.ph))
9. The **MWSS RO** 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:

**LEE ROBERT M. BRITANICO**

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Telefax Number: (02) 3435-8902/ (02) 34358904  
Website: [ro.mwss.gov.ph](http://ro.mwss.gov.ph)*

11. You may visit these websites for downloading of Bidding Documents:  
[ro.mwss.gov.ph](http://ro.mwss.gov.ph) (MWSS RO)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph) (Philippine Government Electronic Procurement System)

08 April 2021

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*(sgd.) LEE ROBERT M. BRITANICO*  
Chairperson, MWSS RO BAC

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, *Metropolitan Waterworks and Sewerage System Regulatory Office* wishes to receive Bids for the *Procurement of Supply, Delivery and Installation of Furniture and Accessories* with identification number *Contract No. RO-PG2021-001-B*.

The Procurement Project (referred to herein as “Project”) is composed of *One (1) Lot*, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021** in the amount of **FIVE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED TWENTY PESOS ONLY (Php5,535,220.00)**.

2.2. The source of funding is **GOCC and GFIs, the proposed Corporate Operating Budget of MWSS RO for CY 2021 approved through BOT Resolution No. 2020-088-RO**.

## 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 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 the Project as allowed by the Procuring Entity.

The Procuring Entity has prescribed that subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **MWSS RO, 3rd Floor, Engineering Building, MWSS Complex, Katipunan Road, Balara, 1105 Quezon City** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.



## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 **120 Calendar days**. 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. (*Refer to BDS*)

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**

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<sup>1</sup> 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.

- 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 6 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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*

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Supply, delivery and installation of furniture and accessories.</li> <li>b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted shall not exceed twenty percent (20%) of the contracted Goods.
11	Please provide <i>soft copy in Excel file for the Schedule of prices for easier validation of total amounts</i>
12	The price of the Goods shall be quoted DDP MWSS RO Building, Katipunan Avenue, corner H. Ventura Street, Barangay Pansol, Balara, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b><i>Php110,704.40</i></b>, <i>equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><i>Php 276,761.00</i></b>, <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>
15	Each Bidder shall submit <b><i>One (1) Original Copy and is requested to submit One (1) Photocopy, and One (1) Electronic/Scan Copy of its Bid</i></b>
19.3	<i>The descriptions of the items are indicated in Section VII (Technical Specifications) and the ABC for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 is <b>Five Million Five Hundred Thirty-Five Thousand Two Hundred Twenty Pesos only (Php5,535,220.00).</b></i>
20.1	<i>Post Qualification: Submit appropriate licenses, permits, registration and certifications required by law.</i>

	<p><i>For purposes of evaluation of samples:</i></p> <p>Within the period of Twelve (12) calendar days from receipt of notice from the MWSS RO BAC that the bidder has the lowest calculated bid, the bidder <b>shall be required to present the products to be supplied for evaluation as to its compliance with the prescribed specifications, certifications, and test of durability as prescribed below.</b> The evaluation must be done in the presence of the authorized representatives of MWSS RO:</p> <ul style="list-style-type: none"> <li>a. Actual <b><u>digital or printed pictures and/or online virtual presentation of the products;</u></b></li> <li>b. Actual fabric swatches;</li> <li>c. Actual wood stained swatches;</li> <li>d. Brochures with the material and technical specifications of actual items to be delivered; and</li> </ul> <p>Any other information, documents and/or samples requested by MWSS RO which are necessary to prove its compliance with the required specifications.</p>
21.2	<p><i>Additional Contract documents:</i></p> <p>Warranty Certificate on parts and services for a minimum period of five (5) years including compliance with paragraph 2 of Section 62.1 of the 2016 RIRR of R.A. 9184.</p> <p>Other documents or proof of authentication/compliance as may be required by MWSS RO.</p>

## *Section IV. General Conditions of Contract*

### **Notes on the General Conditions of Contract**

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

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

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



## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents -</b></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 <i>MWSS RO Building, Katipunan Avenue corner H. Ventura Street, Barangay Pansol, Balara, Quezon City</i>. In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are <b>delivered</b> <i>MWSS RO Building, Katipunan Avenue corner H. Ventura Street, Barangay Pansol, Balara, Quezon City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt, inspection, 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 the <i>Project Management Unit (“PMU”) Head, Noel D. Gappi</i>.</p> <p><b>Incidental Services -</b></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:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts -</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>Two (2) months</i> of placing the order.</p>
	<p><b>Packaging -</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation -</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights -</b></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>
4	<p><b>Within the period of twelve (12) calendar days from receipt of notice from the MWSS RO BAC that the bidder has the lowest calculated bid, the bidder shall be required to present the products to be supplied for evaluation as to its compliance with the prescribed specifications, certifications, and test of durability as prescribed below.</b></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.

<b>SCHEDULE OF REQUIREMENT</b>		
<b>Products</b>	<b>Delivery Period</b>	<b>Place of Delivery</b>
<b>LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS</b>	Within ninety (90) calendar days upon receipt of NTP	The new MWSS RO Building at Katipunan Road, corner H. Ventura Street, Balara, Quezon City.
<p style="text-align: center;"><b>STATEMENT OF COMPLIANCE</b></p> <p><b>This is to certify and confirm that the bid of (<i>name of supplier</i>) complies with the above Schedule of Requirements under contract No. RO-PG2021-001-B.</b></p> <p><b>Name of Supplier:</b> _____</p> <p><b>By:</b> _____</p> <p style="text-align: center;"><b>Name and Signature of Authorized Representative</b></p>		



## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply,

unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.




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



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

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






# Technical Specifications






*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.*



LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
FT	8			Center Coffee Table	1800 x 750 x 450	Top: Solid Stone // LEGS: Tubular Steel Powder coated Black	N/A	2
Statement of Compliance								
FT	8	A		Center Coffee Table	1200 x 650 x 400	TOP: Veneer Laminate Top // LEGS: Solid Wood Legs w/ Brass Plated Stainless Steel Foot	N/A	4
Statement of Compliance								
FT	9			Pantry Table	1600 x 775 x 740	TOP: 25mm Laminated Top / LEGS: Powder coated Tubular Legs / Accessories: w/ Felt pads	N/A	4
Statement of Compliance								

LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
FT	11			Pantry Table	1000 x 750	TOP:MFC E-0 Class Melamine, ABS laser edge banding with opening for cable hatch (TAPERED EDGE) // LEGS: Finished with sand grain white metal with silver white aluminum alloy fitting	N/A	1
Statement of Compliance								
FT	12			Pantry Table	1600 x 700 x 750	TOP: MFC E-0 Class Melamine, ABS laser edge banding with opening for cable hatch // LEGS: Straight leg fixed height chrome finish	N/A	3
Statement of Compliance								
FT	13			Coffee Table	900 x 450	TOP: Veneer Top // LEGS: Powder coated Steel Tubular // ACCESSORIES: Brass Plated Stainless steel connectors	N/A	1
Statement of Compliance								
FT	14			Ren Side Table	450 x 420 (CxH)	Solid wood legs, veneer laminate top, Brass plated stainless steel	N/A	8
Statement of Compliance								
FT	15			Utility Side Table	480 x 450 (DxH)	Solid wood legs, veneer laminate top, Stainless steel brass finish	N/A	5

LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
Statement of Compliance								
FT	16			Tripod Side Table	400 x 400 x 465 (WDH)	Steel legs and veneer laminate top	N/A	2
Statement of Compliance								
FS	1	A		Office Sofa 3-Seater	W2303* D810 *H735cm x SH(410)	Solid ash legs, veneer laminate panels, upholstered	N/A	5
Statement of Compliance								
FS	2	A		Office Sofa 1-Seater	W76*D72*H56cm	Powder coated steel frame, solid wood arm rest, upholstered Legs: 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	8
Statement of Compliance								
FS	3			Office Sofa 1-Seater	W842*D670*H720cm	Powder coated steel frame, brass plated stainless steel, solid wood arm rest, upholstered Legs: 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	2
Statement of Compliance								
FS	4			Office Sofa 3-Seater	2300 x 903 x 780mm (WxDxH)	Powder coated steel frame, brass plated stainless steel connectors, upholstered Legs: 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	2

LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
Statement of Compliance								
FS	5			Office Sofa 1-Seater	780 x 810 x 860 mm (LWH)	Upholstered seat with big pillow, metal steel foot black Legs: one piece steel leg powdercoated, 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	6
Statement of Compliance								
FS	6			5-Seater Secotional Sofa w/ coffee table (square shaped)	3980 x 750 x 760 x 420 (LWHxS H)	Sofa: Fabric upholstered (verify color) / Wood Base w/ arm rest // Coffee Table (square shaped): Solid Wood w/ wood base	N/A	2
Statement of Compliance								
FS	7			3-Seater Sofa w/ coffee table (square shaped)	3000 x 750 x 760 x 420 (LWHxS H)	Sofa: Fabric upholstered (verify color) / Wood Base w/ arm rest // Coffee Table: Solid Wood w/ wood base	N/A	1
Statement of Compliance								
FC	1			Gang Chair (4-Seater) w/ side table	Approx. 2000mm Length	Back & legs: Metal / Seat: Upholstered back and seat leatherette / with built-in side table / with leveler	N/A	2
Statement of Compliance								
FC	9			Pantry Chair (Wood)	N/A	Chair wooden legs, polypropylene seat shell or equivalent	N/A	16

LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
Statement of Compliance								
FC	10			Pantry Chair (Stackable - Sled type)	N/A	Stackable chair with chrome legs	N/A	16
Statement of Compliance								
DEC	1			Area Rug	5x8 FT	Material : Polypropylene / Polyester / Construction: Machine Made	N/A	4
Statement of Compliance								
DEC	2	A		Area Rug	6x9 FT	Material : Polypropylene / Polyester / Construction: Machine Made	N/A	2
Statement of Compliance								
DEC	2	B		Area Rug	6x9 FT	Material : Polypropylene / Polyester / Construction: Machine Made	N/A	1
Statement of Compliance								
PB	1			XXL Plant box	XXL (900mm H)	As per photo	N/A	3
Statement of Compliance								

LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS									
PRODUCT SPECIFICATIONS									
Reference			Image	Description	Size	Specifications		Certification	Qty.
PB	2			L Plant Box	L (900mm H - includes pot stand)	As per photo		N/A	18
Statement of Compliance									
PB	3			Tambour Cabinet with Plant box	450 x 900 x 900 (Tambour) LWH / 450 x 200 x 900 (Plant box) LWH	Tambour cabinet with plant box provision. Shop drawing to be provided by supplier.		N/A	29
Statement of Compliance									
W	1		Refer to Window Schedule (A602)	Rollerblinds Sun shade	33	2000 x 1500	Roller Blind / Chain type / Verify Fabric	N/A	60
Statement of Compliance									
W	2		Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	2000 x 600	Roller Blind / Chain type / Verify Fabric	N/A	7
Statement of Compliance									
W	3		Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1800 x 600	Roller Blind / Chain type / Verify Fabric	N/A	8
Statement of Compliance									
W	4		Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1500 x 600	Roller Blind / Chain type / Verify Fabric	N/A	12
Statement of Compliance									



LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS									
PRODUCT SPECIFICATIONS									
Reference			Image	Description	Size	Specifications		Certification	Qty.
W	5		Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1000 x 600	Roller Blind / Chain type / Verify Fabric	N/A	1
Statement of Compliance									
W	6		Refer to Window Schedule (A602)	Rollerblinds Sun shade	135	5200 x 2400	Roller Blind / Chain type / Verify Fabric	N/A	2
Statement of Compliance									
W	7		Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1300 x 1200	Roller Blind / Chain type / Verify Fabric	N/A	2
Statement of Compliance									
W	8		Refer to Window Schedule (A602)	Rollerblinds Sun shade	500	11000 x 4500	Roller Blind / Chain type / Verify Fabric	N/A	3
Statement of Compliance									
W	9		Refer to Window Schedule (A602)	Rollerblinds Sun shade	190	1600 x 11000	Roller Blind / Chain type / Verify Fabric	N/A	6
Statement of Compliance									
W	10		Refer to Window Schedule (A602)	Rollerblinds Sun shade	72	3150 x 2100	Roller Blind / Chain type / Verify Fabric	N/A	1
Statement of Compliance									
W	11		Refer to Window Schedule (A602)	Rollerblinds Sun shade	46	3500 x 1200	Roller Blind / Chain type / Verify Fabric	N/A	2
Statement of Compliance									
W	12		Refer to Window	Rollerblinds Sun shade	59	4500 x 1200	Roller Blind / Chain type / Verify Fabric	N/A	2

LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS									
PRODUCT SPECIFICATIONS									
Reference			Image	Description	Size	Specifications		Certification	Qty.
			Schedule (A602)						
Statement of Compliance									

**STATEMENT OF COMPLIANCE**

This is to certify and confirm that the bid of (name of supplier) complies with all the above prescribed Images/Designs, Descriptions, Sizes, Specifications, Certifications and Quantities for the products to be supplied under for contract No. RO-PG2021-001-B.

Name of Supplier: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Signature of Authorized Representative

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**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).

# *Annex A1*

## **Terms of Reference**

## TERMS OF REFERENCE FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF FURNITURE AND ACCESSORIES

### I. RATIONALE/OBJECTIVE

This is the Terms of Reference ("TOR") for the Supply, Delivery, and Installation of Furniture and Accessories pursuant to the 2016 Revised Implementing Rules and Regulations ("2016 RIRR") of Republic Act No. 9184 ("R.A. 9184"), otherwise known as the "Government Procurement Reform Act" prescribing the necessary rules and regulations for the modernization, standardization, and regulation of the procurement activities of the Government of the Philippines. Accordingly, prospective bidders who will participate in the competitive public bidding for this procurement are advised to follow the requirements of the 2016 RIRR.

The Metropolitan Waterworks and Sewerage System Regulatory Office ("MWSS RO") is in need of a contractor to supply, deliver, and install furniture and accessories to be delivered at the new MWSS RO building located at Katipunan Road, corner H. Ventura Street, Balara, Quezon City in replacement of its aged-old and worn-out office furniture and accessories.

The MWSS RO engaged the services of a registered Interior Designer in the development of the concept design of all the movable furniture, accessories, including the material finishes, color, dimensions, specifications and space saving solutions. This Procurement Project shall be based on the Interior Design plans as approved by the MWSS RO.

### II. SCOPE OF WORK

1. The Supplier shall be responsible for the supply and delivery of furniture and accessories within **ninety (90) calendar days** upon receipt of Notice to Proceed, as specified in the Schedule of Requirements;
2. The Supplier shall be responsible for the conduct of actual site inspection at the new MWSS RO Building at Katipunan Road, corner H. Ventura Street, Balara, Quezon City before bid submission and shall notify the MWSS RO at least one day before the site visit. A certificate shall be given as proof of the site inspection;





3. The Supplier shall be responsible for the assembly, installation, and commissioning of the supplied furniture and accessories based on the Interior Design Plans, Specifications and Rendering, with the supervision of the Project Management Unit ("PMU") and Interior Design ("ID") consultant;
4. The Supplier shall submit a semi-monthly progress report for each Lot of this procurement project;
5. The Supplier shall coordinate with the PMU for the schedule and timing of all deliveries at the new MWSS RO Building located at Katipunan Road, corner H. Ventura Street, Balara, Quezon City;
6. The Supplier is also responsible for the resources, supplies and equipment that will be used in the assembly, commissioning, and installation of the supplied furniture and accessories; and
7. Any cost incidental to the assembly, commissioning, and installation of the supplied furniture and accessories will be shouldered by the Supplier.

### III. PRODUCT SPECIFICATIONS

The overall concept design of the movable furniture and accessories is aimed to establish a modern corporate setting that shall optimize the limited office spaces of the new MWSS RO Building.

The Suppliers shall be guided by the Design Plans to be provided in soft copy to form an integral part of the Bidding Documents grouped into Lots 3 and 4.

Suppliers are required to submit Statement of compliance with the prescribed Image/Design, Description, Size, Specification, Certifications and Quantities for the products to be supplied on a per Lot basis, except Lots 1 & 2, as follows:


**LOT-1. N/A**

**LOT-2. N/A**








**LOT-3. LOOSE FURNITURE, SOFT SEATING, RUGS AND PLANT BOXES;**

**LOT-4. WINDOW BLINDS.**



LOT-3. LOOSE FURNITURE, SOFT SEATING, RUGS AND PLANT BOX							
PRODUCT SPECIFICATIONS							
Reference		Image	Description	Size	Specifications	Certification	Qty.
FT	8		Center Coffee Table	1800 x 750 x 450	Top: Solid Stone // LEGS: Tubular Steel Powder coated Black	N/A	2
FT	8 A		Center Coffee Table	1200 x 650 x 400	TOP: Veneer Laminate Top // LEGS: Solid Wood Legs w/ Brass Plated Stainless Steel Foot	N/A	4
FT	9		Pantry Table	1600 x 775 x 740	TOP: 25mm Laminated Top / LEGS: Powder coated Tubular Legs / Accessories: w/ Felt pads	N/A	4
FT	1 1		Pantry Table	1000 x 750	TOP:MFC E-0 Class Melamine, ABS laser edge banding with opening for cable hatch (TAPERED EDGE) // LEGS: Finished with sand grain white metal with silver white aluminum alloy fitting	N/A	1
FT	1 2		Pantry Table	1600 x 700 x 750	TOP: MFC E-0 Class Melamine, ABS laser edge banding with opening for cable hatch // LEGS: Straight leg fixed height chrome finish	N/A	3
FT	1 3		Coffee Table	900 x 450	TOP: Veneer Top // LEGS: Powder coated Steel Tubular // ACCESSORIES: Brass Plated Stainless steel connectors	N/A	1
FT	1 4		Ren Side Table	450 x 420 (CxH)	Solid wood legs, veneer laminate top, Brass plated stainless steel	N/A	8

LOT-3. LOOSE FURNITURE, SOFT SEATING, RUGS AND PLANT BOX								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
FT	1			Utility Side Table	480 x 450 (DxH)	Solid wood legs, veneer laminate top, Stainless steel brass finish	N/A	5
FT	1			Tripod Side Table	400 x 400 x 465 (WDH)	Steel legs and veneer laminate top	N/A	2
FS	1	A		Office Sofa 3-Seater	W2303*D810 *H735cm x SH(410)	Solid ash legs, veneer laminate panels, upholstered	N/A	5
FS	2	A		Office Sofa 1-Seater	W76*D72* H56cm	Powder coated steel frame, solid wood arm rest, upholstered Legs: 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	8
FS	3			Office Sofa 1-Seater	W842*D670*H720cm	Powder coated steel frame, brass plated stainless steel, solid wood arm rest, upholstered Legs: 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	2
FS	4			Office Sofa 3-Seater	2300 x 903 x 780mm (WxDxH)	Powder coated steel frame, brass plated stainless steel connectors, upholstered Legs: 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	2
FS	5			Office Sofa 1-Seater	780 x 810 x 860 mm (LVWH)	Upholstered seat with big pillow, metal steel foot black Legs: one piece steel leg powdercoated, 16mm dia, 2mm thk stainless steel tubular powder coated finish	N/A	6

LOT-3. LOOSE FURNITURE, SOFT SEATING, RUGS AND PLANT BOX								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
FS	6			5-Seater Secotional Sofa w/ coffee table (square shaped)	3980 x 750 x 760 x 420 (LWHxSH)	Sofa: Fabric upholstered (verify color) / Wood Base w/ arm rest // Coffee Table (square shaped): Solid Wood w/ wood base	N/A	2
FS	7			3-Seater Sofa w/ coffee table (square shaped)	3000 x 750 x 760 x 420 (LWHxSH)	Sofa: Fabric upholstered (verify color) / Wood Base w/ arm rest // Coffee Table: Solid Wood w/ wood base	N/A	1
FC	1			Gang Chair (4-Seater) w/ side table	Approx. 2000mm Length	Back & legs: Metal / Seat: Upholstered back and seat leatherette / with built-in side table / with leveler	N/A	2
FC	9			Pantry Chair (Wood)	N/A	Chair wooden legs, polypropylene seat shell or equivalent	N/A	16
FC	10			Pantry Chair (Stackable - Sled type)	N/A	Stackable chair with chrome legs	N/A	16
DE C	1			Area Rug	5x8 FT	Material : Polypropylene / Polyester / Construction: Machine Made	N/A	4
DE C	2	A		Area Rug	6x9 FT	Material : Polypropylene / Polyester / Construction: Machine Made	N/A	2



LOT-3. LOOSE FURNITURE, SOFT SEATING, RUGS AND PLANT BOX								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
DE C	2	B		Area Rug	6x9 FT	Material : Polypropylene / Polyester / Construction: Machine Made	N/A	1
PB	1			XXL Plant box	XXL (900mm H)	As per photo	N/A	3
PB	2			L Plant Box	L (900mm H -includes pot stand)	As per photo	N/A	18
PB	3			Tambour Cabinet with Plant box	450 x 900 x 900 (Tambour) LWH / 450 x 200 x 900 (Plant box) LWH	Tambour cabinet with plant box provision. Shop drawing to be provided by supplier.	N/A	29

#### STATEMENT OF COMPLIANCE

This is to certify and confirm that the bid of (name of supplier) complies with all the above prescribed Image/Design, Description, Size, Specification, Certifications and Quantities for the products to be supplied under LOT-3 for contract No. RO-PG2021-001.

Name of supplier: \_\_\_\_\_

By: \_\_\_\_\_

Name and Signature of authorized representative \_\_\_\_\_

LOT-4 WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference			Image	Description	Size	Specifications	Certification	Qty.
W	1		Refer to Window Schedule (A602)	Rollerblinds Sun shade	33	2000 x 1500 Roller Blind / Chain type / Verify Fabric	N/A	60

LOT-4 WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference		Image	Description	Size	Specifications		Certification	Qty.
<b>W</b>	<b>2</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	2000 x 600	Roller Blind / Chain type / Verify Fabric	N/A	7
<b>W</b>	<b>3</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1800 x 600	Roller Blind / Chain type / Verify Fabric	N/A	8
<b>W</b>	<b>4</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1500 x 600	Roller Blind / Chain type / Verify Fabric	N/A	12
<b>W</b>	<b>5</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1000 x 600	Roller Blind / Chain type / Verify Fabric	N/A	1
<b>W</b>	<b>6</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	135	5200 x 2400	Roller Blind / Chain type / Verify Fabric	N/A	2
<b>W</b>	<b>7</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	20	1300 x 1200	Roller Blind / Chain type / Verify Fabric	N/A	2
<b>W</b>	<b>8</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	500	11000 x 4500	Roller Blind / Chain type / Verify Fabric	N/A	3
<b>W</b>	<b>9</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	190	1600 x 11000	Roller Blind / Chain type / Verify Fabric	N/A	6
<b>W</b>	<b>10</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	72	3150 x 2100	Roller Blind / Chain type / Verify Fabric	N/A	1
<b>W</b>	<b>11</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	46	3500 x 1200	Roller Blind / Chain type / Verify Fabric	N/A	2

LOT-4 WINDOW BLINDS								
PRODUCT SPECIFICATIONS								
Reference		Image	Description	Size	Specifications		Certification	Qty.
<b>W</b>	<b>12</b>	Refer to Window Schedule (A602)	Rollerblinds Sun shade	59	4500 x 1200	Roller Blind / Chain type / Verify Fabric	N/A	2
<b>STATEMENT OF COMPLIANCE</b>								
<p>This is to certify and confirm that the bid of <u>(name of supplier)</u> complies with all the above prescribed Image/Design, Description, Size, Specification, Certifications and Quantities for the products to be supplied under LOT-4 for contract No. RO-PG2021-001.</p> <p>Name of supplier: _____</p> <p>By: _____</p> <p>Name and Signature of Authorized Representative _____</p>								

#### IV. SCHEDULE OF REQUIREMENT

Suppliers are required to submit Statement of Compliance with the prescribed Schedule of Requirements to complete the delivery and installation of all the Furniture and Accessories within **ninety (90) calendar days** from receipt of the Notice to Proceed ("NTP").

SCHEDULE OF REQUIREMENT			
Lot No.	Products	Delivery Period	Place of Delivery
LOT-3	LOOSE FURNITURE, SOFT SEATING, RUGS AND PLANT BOX	Within ninety (90) calendar days upon receipt of NTP	The new MWSS RO Building at Katipunan Road, corner H. Ventura Street, Balara, Quezon City.
LOT-4	ROLLER BLINDS		
<b>STATEMENT OF COMPLIANCE</b>			
<p>This is to certify and confirm that the bid of <u>(name of supplier)</u> complies with the above Schedule of Requirements under LOT-3 and LOT-4 for contract No. RO-PG2021-001.</p>			



SCHEDULE OF REQUIREMENT			
Lot No.	Products	Delivery Period	Place of Delivery
Name of supplier: _____ By: _____ Name and Signature of Authorized Representative			

#### ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT

1. **Post Qualification.** Within the non-extendible period of five (5) calendar days from receipt of notice from the MWSS RO BAC that the bidder has the lowest calculated bid, the bidder shall be required to submit additional documents as follows:

- a. Warranty Certificate on parts and services for a minimum period of five (5) years including compliance with paragraph 2 of Section 62.1 of the 2016 RIRR of R.A. 9184, stating;

*"The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof. Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met."*

- b. Other documents or proof of authentication/compliance as may be required by MWSS RO.

2. **Product Evaluation.** Within the period of Twelve (12) calendar days from receipt of notice from the MWSS RO BAC that the bidder has the lowest calculated bid, the bidder shall be required to present actual samples of the furniture and accessories for evaluation as to its compliance with the prescribed specifications, certifications, and test of durability. The evaluation must be done in the presence of the authorized representatives of MWSS RO.

Furthermore, within the same period, the bidder shall be required to present the following documents and/or information:

- a. Actual sample products and/or materials to be supplied/used including specifications;
  - b. Actual fabric swatches;
  - c. Picture and/or brochures with the technical specifications of actual items to be delivered; and
  - d. Any other information, documents and/or samples requested by MWSS RO which are necessary to prove its compliance with the required specifications.
3. **Bids per Lot.** Bidders must bid for both Lot 3 & Lot 4. A bid for only (1) one Lot shall be rejected.
  4. **Warranty.** The furniture and accessories must be covered by warranty on parts and services for a period of five (5) years. The warranty shall commence after inspection and acceptance of the delivered furniture and accessories.
  5. **Liquidated Damages.** If the winning bidder fails to satisfactorily deliver any or all of the furniture and accessories and/or perform within the prescribed period, inclusive of duly granted extension time, if any, the Procuring Entity shall without prejudice to its other remedies under any applicable laws, deduct from the price, as liquidated, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the undelivered and/or underperformed portion of everyday of delay until the actual and complete delivery of the furniture and accessories.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract per Lot, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

#### V. APPROVED BUDGET FOR THE CONTRACT ("ABC")

The total Approved Budget for the Contract for the **SUPPLY, DELIVERY, AND INSTALLATION OF FURNITURE AND ACCESSORIES** is **FIVE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED TWENTY PESOS ONLY (PhP 5,535,220.00)**, inclusive of all applicable government taxes and charges, with the allocated ABC per Lot as follows:

Lot #	Products	ABC
LOT-3	LOOSE FURNITURE, SOFT SEATING, RUGS AND PLANT BOX;	PHP 4,756,000.00



Lot #	Products	ABC	
LOT-4	ROLLER BLINDS	PHP	779,220.00
TOTAL		PHP	5,535,220.00

- VI. The MWSS RO 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.

**RECOMMENDING APPROVAL:**

  
**CLAUDINE B. OROCIO-ISORENA**  
 DA for Administration and Legal Affairs

**APPROVED:**

  
**PATRICK LESTER N. TY**  
 Chief Regulator

*Annex A2*

**Complete Design  
Plans**

## **Annex A2**

Bidders may download the complete Design Plans from PhilGEPS and MWSS RO website as follows:

: [ro.mwss.gov.ph](http://ro.mwss.gov.ph) (MWSS RO)

: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) (*Philippine Government Electronic Procurement System*)

**With the following content(s):**

**LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS.**

# *Annex B1*

*(First Envelope)*

## **Statement of All Ongoing Government and Private Contracts**

**Statement of all ongoing government and private contracts, including  
contracts awarded but not yet started, for the last five (5) years**

Bidder's Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Bidder's Role Description:

1. Manufacturer
2. Supplier
3. Distributor

Submitted by:

*Name and Signature of Authorize Representative*

*Position:* \_\_\_\_\_

*Date:* \_\_\_\_\_

## *Annex B2*

# **Statement of the Bidder's Single Largest Completed Contract (SLCC) Similar to the Contract**

**Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract, completed within Five (5) years prior to the deadline for the submission and receipt of bids.**

Bidder's Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name b.Address c.Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Bidder's Role Description:

1. Manufacturer
2. Supplier
3. Distributor

Submitted by:

*Name and Signature of Authorize Representative*

*Position:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Annex B3*

**Bid Securing  
Declaration Form**



REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**  
**Project Identification No.: [Insert number]**

To: *[Insert name and address of the Procuring Entity]*

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 procurement 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 No. 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; and
  - 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 OR ITS AUTHORIZED  
REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

*Annex B4*

**Omnibus Sworn  
Statement  
(Revised)**

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, **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;**

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. **In case advance payment was made or given, failure to perform or deliver any of the 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 Revised Penal Code.**

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

# *Annex B5*

*(Second Envelope)*

## **Bid Form for the Procurement of Goods**

## Bid Form for the Procurement of Goods

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 figures]* 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 of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------


(if none, state "None")]

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.

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.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of:

\_\_\_\_\_

Date: \_\_\_\_\_

## *Annex B6*

# **Price Schedule for Goods Offered from Within the Philippines**



## Price Schedule for Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

**Note: The authorized representative should sign every page of this document**

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	QTY	Size	Unit price EXW per item	Transportation 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+7 +8+9)	Total Price delivered Final Destination (col 10) x (col 4)
<b>LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS</b>										
FT8	Center Coffee Table		2	N/A						
FT8A	Center Coffee Table		4	N/A						
FT9	Pantry Table		4	N/A						
FT11	Pantry Table		1	N/A						
FT12	Pantry Table		3	N/A						
FT13	Coffee Table		1	N/A						
FT14	Ren Side Table		8	N/A						
FT15	Utility Side Table		5	N/A						
FT16	Tripod Side Table		2	N/A						
FC1	Gang Chair (4-Seater) w/ side table		2	N/A						
FC9	Pantry Chair (Wood)		16	N/A						
FC10	Pantry Chair (Stackable)		16	N/A						

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	QTY	Size	Unit price EXW per item	Transportation 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+7+8+9)	Total Price delivered Final Destination (col 10) x (col 4)
<b>LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS</b>										
	- Sled type)									
FS1A	Office Sofa 3-Seater		5	N/A						
FS2A	Office Sofa 1-Seater		8	N/A						
FS3	Office Sofa 1-Seater		2	N/A						
FS4	Office Sofa 3-Seater		2	N/A						
FS5	Office Sofa 1-Seater		6	N/A						
FS6	5-Seater Secotional Sofa w/ coffee table (square shaped)		2	N/A						
FS7	3-Seater Sofa w/ coffee table (square shaped)		1	N/A						
DEC1	Area Rug		4	N/A						
DEC2A	Area Rug		2	N/A						
DEC2B	Area Rug		1	N/A						
PB1	XXL Plant box		3	N/A						
PB2	L Plant Box		18	N/A						
PB3	Tambour Cabinet with Plantbox		29	N/A						
W1	Rollerblinds Sun shade		60	33						

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	QTY	Size	Unit price EXW per item	Transportation 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+7+8+9)	Total Price delivered Final Destination (col 10) x (col 4)
<b>LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS</b>										
W2	Rollerblinds Sun shade		7	20						
W3	Rollerblinds Sun shade		8	20						
W4	Rollerblinds Sun shade		12	20						
W5	Rollerblinds Sun shade		1	20						
W6	Rollerblinds Sun shade		2	135						
W7	Rollerblinds Sun shade		2	20						
W8	Rollerblinds Sun shade		3	500						
W9	Rollerblinds Sun shade		6	190						
W10	Rollerblinds Sun shade		1	72						
W11	Rollerblinds Sun shade		2	46						
W12	Rollerblinds Sun shade		2	59						
								<b>TOTAL</b>		

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## *Annex B7*

# **Price Schedule for Goods Offered from Abroad**

## Price Schedule for Goods Offered from Abroad

Name of Bidder\_\_\_\_\_ Project ID No.\_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

*Note: The authorized representative should sign every page of this document*

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	QTY	Size	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 9)	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)
<b>LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS</b>										
FT8	Center Coffee Table		2	N/A						
FT8A	Center Coffee Table		4	N/A						
FT9	Pantry Table		4	N/A						
FT11	Pantry Table		1	N/A						
FT12	Pantry Table		3	N/A						
FT13	Coffee Table		1	N/A						
FT14	Ren Side Table		8	N/A						
FT15	Utility Side Table		5	N/A						
FT16	Tripod Side Table		2	N/A						
FC1	Gang Chair (4-Seater) w/ side table		2	N/A						

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	QTY	Size	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 9)	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)
<b>LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS</b>										
FC9	Pantry Chair (Wood)		16	N/A						
FC10	Pantry Chair (Stackable - Sled type)		16	N/A						
FS1A	Office Sofa 3-Seater		5	N/A						
FS2A	Office Sofa 1-Seater		8	N/A						
FS3	Office Sofa 1-Seater		2	N/A						
FS4	Office Sofa 3-Seater		2	N/A						
FS5	Office Sofa 1-Seater		6	N/A						
FS6	5-Seater Secotional Sofa w/ coffee table (square shaped)		2	N/A						
FS7	3-Seater Sofa w/ coffee table (square shaped)		1	N/A						
DEC1	Area Rug		4	N/A						
DEC2A	Area Rug		2	N/A						

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	QTY	Size	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 9)	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)
<b>LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS</b>										
DEC2B	Area Rug		1	N/A						
PB1	XXL Plant box		3	N/A						
PB2	L Plant Box		18	N/A						
PB3	Tambour Cabinet with Plantbox		29	N/A						
W1	Rollerblinds Sun shade		60	33						
W2	Rollerblinds Sun shade		7	20						
W3	Rollerblinds Sun shade		8	20						
W4	Rollerblinds Sun shade		12	20						
W5	Rollerblinds Sun shade		1	20						
W6	Rollerblinds Sun shade		2	135						
W7	Rollerblinds Sun shade		2	20						
W8	Rollerblinds Sun shade		3	500						
W9	Rollerblinds Sun shade		6	190						

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	QTY	Size	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 9)	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)
LOOSE FURNITURE, SOFT SEATING, RUGS, PLANT BOXES AND WINDOW BLINDS										
W10	Rollerblinds Sun shade		1	72						
W11	Rollerblinds Sun shade		2	46						
W12	Rollerblinds Sun shade		2	59						
								TOTAL		

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



*Annex C1*

**Contract  
Agreement Form  
for the  
Procurement of  
Goods(Revised)**

## CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

#### **Acknowledgment**

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

*Annex C2*

**Performance  
Securing  
Declaration  
(Revised)**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of 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. 9184 as required by the end-user.

**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 OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

Republic of the Philippines



Government Procurement Policy Board