

# **PHILIPPINE BIDDING DOCUMENTS**

## **Supply, Delivery and Installation of Office Furniture and Fixtures for the Leased Office Space of the Philippine Competition Commission**

**IB No. 2023-07-0124**

**Philippine Competition Commission**

**31 July 2023**



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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***

## INVITATION TO BID FOR

### SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND FIXTURES FOR THE LEASED OFFICE SPACE OF THE PHILIPPINE COMPETITION COMMISSION

- The *Philippine Competition Commission (PCC)*, through the *FY 2022 Continuing Fund* intends to apply the sum of *Three Million Six Hundred Forty-Three Thousand Two Hundred Pesos (PhP3,643,200.00)* being the total Approved Budget for the Contract (ABC) to payments under the contract for the *Supply, Delivery and Installation of Office Furniture and Fixtures for the Leased Office Space of the Philippine Competition Commission* under *Invitation to Bid (IB) No. 2023-07-0124*.

Lot	Description	ABC (PhP)
Lot 1	Supply and Delivery of Office Furniture	1,500,000.00
Lot 2	Supply, Delivery and Installation of Customized Furniture and Fixtures	1,545,000.00
Lot 3	Supply and Delivery of Mobile Pedestal and Heavy-Duty Steel Racks	560,000.00
Lot 4	Supply, Delivery and Installation of Horizontal Diaper Changing Table for the Health and Wellness Room	38,200.00
<b>TOTAL</b>		<b>3,643,200.00</b>

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

- The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project within five (5) years from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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



4. Prospective Bidders may obtain further information from **PCC** and inspect the Bidding Documents at the address given below during **office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **01 August 2023** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount based on the lots to be bid as enumerated below:
  - **Lot 1 – Two Thousand Pesos (PhP2,000.00)**
  - **Lot 2 – Two Thousand Pesos (PhP2,000.00)**
  - **Lot 3 – One Thousand Pesos (PhP1,000.00)**
  - **Lot 4 – Five Hundred Pesos (PhP500.00)**

The Procuring Entity shall allow the bidder to present its proof of payment of the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The **PCC** will hold a Pre-Bid Conference on **14 August 2023, 1:30PM** the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
7. Bids must be duly received by the PBAC Secretariat through **IB No. 2023-07-0124** on **29 August 2023, 12:00NN** at **25<sup>F</sup> Vertis North Corporate Center 1, North Avenue, Quezon City** or via **e-bid submission through this link: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **29 August 2023, 1:30PM** at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be **both password-protected**. Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website. In case of tie, bidders' presence is required during tie breaking through toss coin or draw lots.
11. The **PCC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

***THE SECRETARIAT***

*Bids and Awards Committee*

*Philippine Competition Commission*

*25F Tower 1, Vertis North Corporate Center,*

*North Avenue, Quezon City*

*Telephone No.: (02) 771-9722 local 204*

*e-mail: [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [mrfaqutnao@phcc.gov.ph](mailto:mrfaqutnao@phcc.gov.ph)*

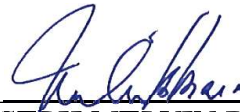
13. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/>

For online bid submission: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>

31 July 2023



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**ATTY. JOSEPH MELVIN B. BASAS**  
*Chairperson, PCC Bids and Awards Committee*



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

## 1. Scope of Bid

The Procuring Entity, *Philippine Competition Commission* wishes to receive Bids for the *Supply, Delivery and Installation of Office Furniture and Fixtures for the Leased Office Space of the Philippine Competition Commission*, with identification number *IB No. 2023-07-0124*.

The Procurement Project (referred to herein as “Project”) is composed of four (4) lots, 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 2023 in the amount of *Three Million Six Hundred Forty-Three Thousand Two Hundred Pesos (PhP3,643,200.00)*.

2.2. The source of funding is the *FY 2022 Continuing Fund*.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/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.

13.1. Payment of the contract price shall be made in 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 ***one hundred twenty (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.

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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.

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

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

## **16. Deadline for Submission of Bids**

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the



2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Supply, Delivery and Installation of Office Furniture and Fixtures</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 not allowed
12	<ul style="list-style-type: none"> <li>i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);</li> <li>ii. The cost of all customs duties and sales and other taxes already paid or payable.</li> <li>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.</li> </ul>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><i>Seventy-Two Thousand Eight Hundred Sixty-Four Pesos (PhP72,864.00)</i></b>, 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>One Hundred Eighty-Two Thousand One Hundred Sixty Pesos (PhP182,160.00)</i></b> if bid security is in Surety Bond.</li> </ul>
19.3	Please refer to the attached Technical Specifications
20.2	<ul style="list-style-type: none"> <li>1. PhilGEPS Platinum Registration</li> <li>2. Valid Mayor's/Business Permit</li> <li>3. SEC Registration Certificate</li> <li>4. Valid Tax Clearance</li> <li>5. Latest Income/Business Tax Return</li> </ul>
21.2	No Additional Requirements

## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

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

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
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 this Contract are delivered to <b>PCC</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p><b>Delivery and Documents –</b></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 are the End-Users of project proponents.</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> <ul 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> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	<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><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>
2.2	<p>The terms of payment shall be as follows:</p> <p>The Contractor shall issue a SOA/BS for the completed project upon compliance with Annex A and based on the items stated in Annex B. The PCC shall pay the Service Provider within fifteen (15) working days upon receipt of the Joint Inspection Report, Delivery Receipts and SOA/BS of the completed project and issuance of CSSR from the End-user. Payment shall be released within PCC premises.</p>
4	<p>Evaluation of Contractor and Staff Requirements in accordance with Required Qualifications</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.

***(Please see attached Technical Specifications)***

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

## TECHNICAL SPECIFICATIONS

### Supply, Delivery and Installation of Office Furniture and Fixtures for the Leased Office Space of the Philippine Competition Commission

#### I. RATIONALE

The Administrative Office - General Services Division (AO-GSD) provides general support services to ensure productivity and work efficiency within the workplace.


In order to effectively carry out the day-to-day operations in pursuit of public business by the Philippine Competition Commission (PCC) and respond to the increasing number of PCC employees, the AO-GSD intends to engage suppliers for the Supply, Delivery and Installation of Office Furniture and Fixtures for the Leased Office Space of the Philippine Competition Commission (the "Project").




#### II. ITEM REQUIREMENTS / SPECIFICATIONS





##### 1. Item Description and Quantity




##### A. Lot 1: Supply and Delivery of Office Furniture (in connection with Annex "A")

The Supplier shall provide the items based on the minimum specifications as indicated below, subject for inspection and approval by the authorized representative/s of the AO-GSD (the "End-user").



Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
1	126	pcs.	High Back Office Chair 	<ul style="list-style-type: none"><li>• Type: High-back with Head Rest</li><li>• Seat material: Mesh, and/or fabric</li><li>• Base Material: Aluminum or chrome metal</li><li>• Padded armrest</li><li>• Adjustable seat height</li><li>• Inclusive of tilt control mechanism</li><li>• 360-degree swivel function</li><li>• Seat color: Black</li><li>• Design and dimensions: Verify with the End-user</li></ul>

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
2	60	pcs.	<p>Guest Chair</p> 	<ul style="list-style-type: none"> <li>Type: Seat with backrest, stackable</li> <li>Seat material: Wood, polypropylene plastic or, synthetic leather</li> <li>Base material: stainless, chrome-plated or powder-coated steel metal</li> <li>Design, color and dimensions: Verify with the End-user</li> </ul>
3	1	set	<p>Sofa Set (Lobby/reception area)</p> 	<ul style="list-style-type: none"> <li>Seat Material: Fabric or leatherette with high resilience foam</li> <li>Frame Material: Powder-coated or stainless steel metal</li> <li>Sofa set includes: <ul style="list-style-type: none"> <li>- One (1) unit 3-seater sofa</li> <li>- Two (2) units 1-seater sofa</li> </ul> </li> <li>Seat color: Black, brown or gray</li> <li>Design and dimensions: Verify with the End-user</li> </ul>
4	1	pc.	<p>3-seater Gang Chair (Driver's lounge)</p> 	<ul style="list-style-type: none"> <li>Material: Stainless Steel</li> <li>Color: Any combination of silver, gray, black and/or blue</li> <li>Design and dimensions: Verify with the End-user</li> </ul>




Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
5	8	pcs.	Pantry Chair 	<ul style="list-style-type: none"> <li>• Seat material: Durable wood, acrylic or ABS Plastic</li> <li>• Base material: Combination of wood and metal with non-slip foot pads</li> <li>• Design, dimensions and color: Verify with End-user</li> </ul>
6	2	pcs.	Office Table 	<ul style="list-style-type: none"> <li>• Material: Laminated particle board or plywood</li> <li>• Table includes:               <ul style="list-style-type: none"> <li>- At least three (3) drawers with lock</li> <li>- Round grommet for wire management</li> <li>- Modesty board</li> </ul> </li> <li>• Design, dimension and color: Verify with End-user</li> </ul>
7	1	pc.	Executive Table (CKMO) 	<ul style="list-style-type: none"> <li>• Material: Laminated particle board or plywood</li> <li>• Table includes:               <ul style="list-style-type: none"> <li>- Side filing cabinet</li> <li>- Wire manager with electrical outlet</li> <li>- Modesty board</li> </ul> </li> <li>• Design, dimension, and color: Verify with End-user</li> </ul>
8	1	pc.	Executive Chair (CKMO Director) 	<ul style="list-style-type: none"> <li>• Type: High-back with Head Rest</li> <li>• Seat material: Mesh, fabric and/or leather</li> <li>• Base Material: Aluminum or chrome metal</li> <li>• Adjustable and padded armrest</li> </ul>



Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<ul style="list-style-type: none"> <li>Adjustable seat height</li> <li>Inclusive of tilt control mechanism</li> <li>360-degree swivel function</li> <li>Seat color: Black</li> <li>Design and dimensions: Verify with the End-user</li> </ul>
9	1	pc.	<p>Recliner Seat (Health and Wellness Room)</p> 	<ul style="list-style-type: none"> <li>Seat Material: Fabric or leatherette with high resilience foam</li> <li>Reclining type: Manual with handle/lever</li> <li>Capacity: one (1) person</li> <li>Design, color and dimensions: Verify with the End-user</li> </ul>
10	11	pcs.	<p>Foldable Table</p> 	<ul style="list-style-type: none"> <li>Length: 6 feet</li> <li>Standards: ANSI/BIFMA</li> <li>Tabletop material: UV-protected high-density polyethylene (HDPE)</li> <li>Tabletop color: Black</li> <li>Base material: Rust-resistant powder-coated steel frame</li> <li>Features: stain-resistant, easy to clean, for indoor/outdoor use</li> <li></li> </ul>



**B. Lot 2: Supply, Delivery and Installation of Customized Furniture and Fixtures (in connection with Annex “B”)**



Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
1	8	pcs.	<p>High Table A (Pantry)</p> 	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated wood with wood grain finish</li> <li>• Frame material: Stainless, chrome-plated or powder-coated steel/metal with non-slip foot pads</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.20 meters</li> <li>- Width: 0.40 meter</li> <li>- Height: 1.20 meters</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
2	1	pc.	<p>High Table B (Pantry)</p> 	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated wood with wood grain finish</li> <li>• Frame material: Stainless, chrome-plated or powder-coated steel/metal with non-slip foot pads</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.30 meters</li> <li>- Width: 0.40 meter</li> <li>- Height: 1.20 meters</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
3	1	pc.	<p>High Table C (Pantry)</p>	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated wood with wood grain finish</li> <li>• Frame material: Stainless, chrome-plated or powder-coated</li> </ul>







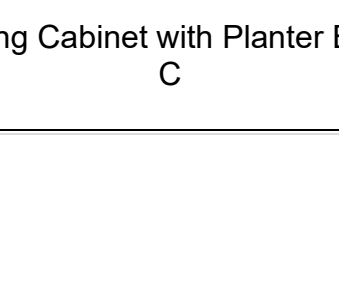
Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<ul style="list-style-type: none"> <li>steel/metal with non-slip foot pads</li> <li>Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>Length: 1.60 meters</li> <li>Width: 0.40 meter</li> <li>Height: 1.20 meters</li> </ul> </li> <li>Design and color: Verify with End-user</li> </ul>
4	2	pcs.	High Table D (Coffee Nook) 	<ul style="list-style-type: none"> <li>Tabletop material: Laminated wood with wood grain finish</li> <li>Frame material: Stainless, chrome-plated or powder-coated steel/metal with non-slip foot pads</li> <li>Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>Length: 1.20 meters</li> <li>Width: 0.40 meter</li> <li>Height: 1.20 meters</li> </ul> </li> <li>Design and color: Verify with End-user</li> </ul>
5	4	pcs.	Bar Stool A (Coffee Nook) 	<ul style="list-style-type: none"> <li>Seat material: Durable/laminated wood, plastic or acrylic</li> <li>Frame material: <ul style="list-style-type: none"> <li>Durable wood or powder-coated metal</li> <li>Includes non-slip foot pads</li> </ul> </li> <li>Frame may be fixed or adjustable</li> <li>Backrest may be included</li> <li>Overall dimensions (<math>\pm 1\%</math> margin):</li> </ul>



Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<ul style="list-style-type: none"> <li>- Length: 0.40 meter</li> <li>- Width: 0.40 meter</li> <li>- Height: 0.75 - 0.95 meter</li> <li>• Design and color: Verify with End-user</li> </ul>
6	17	pcs.	Bar Stool B (Pantry) 	<ul style="list-style-type: none"> <li>• Seat material: Durable/laminated wood, plastic or acrylic</li> <li>• Frame material:               <ul style="list-style-type: none"> <li>- Durable wood or powder-coated metal</li> <li>- Includes non-slip foot pads</li> </ul> </li> <li>• Frame may be fixed or adjustable</li> <li>• Backrest may be included</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin):               <ul style="list-style-type: none"> <li>- Length: 0.40 meter</li> <li>- Width: 0.40 meter</li> <li>- Height: 0.75 - 0.95 meter</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
7	3	pcs.	Square Table (Pantry) 	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated wood with wood grain finish</li> <li>• Frame material: Stainless, chrome-plated or powder-coated steel/metal with non-slip foot pads</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin):               <ul style="list-style-type: none"> <li>- Length: 0.6 meter</li> <li>- Width: 0.6 meter</li> <li>- Height: 0.75 meter</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
8	4	pcs.	Round Table (Huddle Area & Interview Room) 	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated wood with wood grain finish</li> <li>• Frame material: Stainless, chrome-plated or powder-coated steel/metal with non-slip foot pads</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin):               <ul style="list-style-type: none"> <li>- Diameter: 0.80 meter</li> <li>- Height: 0.75 meter</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
9	6	pcs.	Meeting Table (PBAC Room) 	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated wood with wood grain finish</li> <li>• Frame material: Stainless steel or powder-coated metal with locking caster wheels</li> <li>• Table includes:               <ul style="list-style-type: none"> <li>- Modesty board</li> <li>- Round grommet for wire management</li> </ul> </li> <li>• Overall dimensions (<math>\pm 1\%</math> margin):               <ul style="list-style-type: none"> <li>- Length: 1.20 meters</li> <li>- Width: 0.60 meter</li> <li>- Height: 0.75 meter</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
10	18	pcs.	Foldable Workstation A (GSD)	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated marine plywood with wood grain finish</li> <li>• Frame material: Powder-</li> </ul>

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<p>coated metal with locking caster wheels</p> <ul style="list-style-type: none"> <li>• Workstation includes: <ul style="list-style-type: none"> <li>- Modesty board</li> <li>- Two (2)-gang pop-up outlet</li> <li>- Wire management system (round grommet, cable tray and extension cord)</li> </ul> </li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.50 meters</li> <li>- Width: 0.60 meter</li> <li>- Height: 0.75 meter</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
11	26	pcs.	<p>Foldable Workstation B (CKMO)</p> 	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated marine plywood with wood grain finish</li> <li>• Frame material: Powder-coated metal with locking caster wheels</li> <li>• Workstation includes: <ul style="list-style-type: none"> <li>- Modesty board</li> <li>- Two (2)-gang pop-up outlet</li> <li>- Wire management system (round grommet, cable tray and extension cord)</li> </ul> </li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.20 meters</li> <li>- Width: 0.60 meter</li> <li>- Height: 0.75 meter</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
12	4	pcs.	Foldable Side Table	<ul style="list-style-type: none"> <li>• Tabletop material: Laminated marine plywood with wood grain</li> </ul>


Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<ul style="list-style-type: none"> <li>finish</li> <li>Frame material: Powder-coated metal with locking caster wheels</li> <li>Workstation includes: <ul style="list-style-type: none"> <li>- Modesty board</li> <li>- Two (2)-gang pop-up outlet</li> <li>- Wire management system (round grommet, cable tray and extension cord)</li> </ul> </li> <li>Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 0.90 meter</li> <li>- Width: 0.40 meter</li> <li>- Height: 0.75 meter</li> </ul> </li> <li>Design and color: Verify with End-user</li> </ul>
13	7	pcs.	<p>Foldable Meeting Table (Meeting/Collapsible Rooms, Collaboration Rooms, KOICA Rooms, PCCEA Room)</p> 	<ul style="list-style-type: none"> <li>Tabletop material: Laminated wood with wood grain finish</li> <li>Frame material: Stainless steel or powder-coated metal with locking caster wheels</li> <li>Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.60 meters</li> <li>- Width: 0.80 meter</li> <li>- Height: 0.75 meter</li> </ul> </li> <li>Design and color: Verify with End-user</li> </ul>
14	9	pcs.	<p>Filing Cabinet with Planter Box A</p>	<ul style="list-style-type: none"> <li>Cabinet material: Laminated wood with wood grain finish</li> <li>Features: <ul style="list-style-type: none"> <li>- Planter box integrated at the cabinet top</li> <li>- Two (2) doors with</li> </ul> </li> </ul>

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<ul style="list-style-type: none"> <li>sliding and locking mechanism hardware</li> <li>- Three (3) layer inner shelves</li> <li>- Includes skirting boards and six (6) locking caster wheels per cabinet</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.49 meters</li> <li>- Depth: 0.45 meter</li> <li>- Height: 1.65 meters</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
15	4	pcs.	Filing Cabinet with Planter Box B 	<ul style="list-style-type: none"> <li>• Cabinet material: Laminated wood with wood grain finish</li> <li>• Features: <ul style="list-style-type: none"> <li>- Planter box integrated at the cabinet top</li> <li>- Two (2) doors with sliding and locking mechanism hardware</li> <li>- Three (3) layer inner shelves</li> <li>- Includes skirting boards and six (6) locking caster wheels per cabinet</li> </ul> </li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.63 meters</li> <li>- Depth: 0.45 meter</li> <li>- Height: 1.65 meters</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
16	3	pcs.	Filing Cabinet with Planter Box C 	<ul style="list-style-type: none"> <li>• Cabinet material: Laminated wood with wood grain finish</li> <li>• Features:</li> </ul>

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<ul style="list-style-type: none"> <li>- Planter box integrated at the cabinet top</li> <li>- Two (2) doors with sliding and locking mechanism hardware</li> <li>- Three (3) layer inner shelves</li> <li>- Includes skirting boards and six (6) locking caster wheels per cabinet</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 1.25 meters</li> <li>- Depth: 0.45 meter</li> <li>- Height: 1.65 meters</li> </ul> </li> <li>• Design and color: Verify with End-user</li> </ul>
17	11.09	l.m.	Full Height Cabinet (Storage Room) 	<ul style="list-style-type: none"> <li>• Cabinet material: Laminated wood with wood grain finish</li> <li>• No. of layer: Eight (8) layers</li> <li>• Includes swing-type doors with at least five (5) soft close hinges per door panel</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length A: 3.44 meters</li> <li>- Length B: 2.70 meters</li> <li>- Length C: 4.95 meters</li> <li>- Depth: 0.45 meter</li> <li>- Height: 2.40 meters</li> </ul> </li> <li>• Design, color and location: Verify with End-user</li> </ul>
18	1	pc.	Storage Cabinet	<ul style="list-style-type: none"> <li>• Cabinet material: Laminated wood with wood grain finish</li> <li>• Cabinet includes:</li> </ul>

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
				<ul style="list-style-type: none"> <li>- two (2) swing-type doors with at least four (4) soft close hinges per door panel</li> <li>- four (4) external shelves</li> <li>• Overall dimensions (<math>\pm 1\%</math> margin): <ul style="list-style-type: none"> <li>- Length: 0.80 meter</li> <li>- Depth: 0.45 meter</li> <li>- Height: 1.80 meters</li> </ul> </li> <li>• Design, color and location: Verify with End-user</li> </ul>


**C. Lot 3: Supply and Delivery of Mobile Pedestal and Heavy-Duty Steel Racks (in connection with Annex “C”)**

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
1	42	pcs.	<p>Mobile Pedestal</p> 	<ul style="list-style-type: none"> <li>• Central lock with 2 keys</li> <li>• Steel, powder coated</li> <li>• Gauge: 18 (steel top)</li> <li>• The 1<sup>st</sup> drawer with plastic pencil tray, the 3<sup>rd</sup> file drawer with plastic dividers</li> <li>• 5 wheels on the bottom, wheels with brake</li> <li>• Color: White</li> </ul>
2	22	pcs.	<p>Heavy-Duty Steel Racks</p>	<ul style="list-style-type: none"> <li>• Dimension: <ul style="list-style-type: none"> <li>- Width: 0.95 Meter</li> <li>- Depth: 0.45 Meter</li> <li>- Height: 2.10 Meters (base footing not included)</li> </ul> </li> <li>• Number of Adjustable Shelves: Six (6) layers;</li> </ul>



				<p>complete accessories – rubber-base footing on each post, corner plates, bolts, nuts, and washer</p> <ul style="list-style-type: none"> <li>• Shelf Thickness: Gauge #18 to #20</li> <li>• Layer-to-Layer Height Clearance: 0.36 meter / 14"</li> <li>• Load Capacity: 80 to 120 kgs per shelf/level without bending or sagging</li> <li>• Color: Black or White</li> </ul>
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**D. Lot 4: Supply, Delivery and Installation of Horizontal Diaper Changing Table for the Health and Wellness Room (in connection with Annex “D”)**

Item No.	Quantity	UOM	Item / Sample Product Image	Minimum Specifications
1	1	pc.	<p>Horizontal Diaper Changing Table</p> 	<ul style="list-style-type: none"> <li>• Maximum overall dimensions(±50mm): Length: 850mm Width: 550mm Depth:500mm (open); 120mm (closed)</li> <li>• Body material: High Density Polypropylene</li> <li>• Wall-mount type with loading capacity of at least 25 kgs.</li> <li>• Meets any international safety standards such as, but not limited to: ASTM, ADA, EN</li> <li>• Inclusive of installation works to designated health and wellness room.</li> </ul>

**III. TERMS AND CONDITIONS**

1. Bid price per unit item in all Lots shall be **lower than Fifty Thousand Pesos (PhP50,000.00)**. Any bidder with a bid price per unit item above PhP50,000.00 shall be disqualified.

2. The Supplier shall submit shop drawings / actual pictures of the items for comments and approval of End-user prior to fabrication, delivery and/or installation. The End-user reserves the right to reject delivered items in absence of submission of shop drawings / actual pictures.
3. The evaluation of the items delivered shall include, but not limited to:
  - a. Physical checks for any deformation, dents, cracks and completeness of the items.
  - b. Inspection and acceptance of the product by the End-user, PCC Inspection and Acceptance Committee and Supply Officers.
4. All items per Lot shall be completed and delivered **within forty-five (45) calendar days** upon acceptance of the Notice to Proceed.
5. All items including installation works and mechanisms, if any, shall be guaranteed against all defects for a period of one (1) year as indicated in Section VII below.

#### IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The total ABC for this Project is **Three Million Six Hundred Forty-Three Thousand Two Hundred Pesos (PhP3,643,200.00)**, inclusive of all applicable government taxes, charges, and fees, subject to the usual budgeting, accounting, and auditing rules and regulations.

The contract price per Lot shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

##### Amount breakdown of ABC per Lot

Description	ABC, PhP
<b>Lot 1:</b> Supply and Delivery of Office Furniture	<b>1,500,000.00</b>
<b>Lot 2:</b> Supply, Delivery and Installation of Customized Furniture and Fixtures	<b>1,545,000.00</b>
<b>Lot 3:</b> Supply and Delivery of Mobile Pedestal and Heavy-Duty Steel Racks	<b>560,000.00</b>
<b>Lot 4:</b> Supply, Delivery and Installation of Horizontal Diaper Changing Table for the Health and Wellness Room	<b>38,200.00</b>
<b>Total</b>	<b>3,643,200.00</b>

Bid prices above the ABC shall be automatically rejected at bid opening.

## **V. MODE OF PROCUREMENT**

The Mode of Procurement shall be Competitive Bidding in accordance with the provisions of 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184.

## **VI. PAYMENT SCHEME AND DELIVERY**

Delivery of items shall be completed within **forty-five (45) calendar days** upon acceptance of the Notice to Proceed. All items shall be delivered at the **PCC, 9/F Vertis North Corporate Center 1, North Avenue, Quezon City**.

The PCC shall pay the Suppliers a one-time payment within fifteen (15) calendar days upon receipt of the Delivery Receipt (DR), Sales Invoice (SI), Statement of Account (SOA) and/or Billing Statement (BS) and other necessary documents, whichever is applicable. Payments shall be subject to existing government accounting and auditing rules and regulations.

Moreover, all payments and official receipts shall be released and claimed at the 25<sup>th</sup> floor PCC premises.

## **VII. WARRANTY**

The Supplier shall provide a warranty for one (1) year on all items, materials, parts and components of the Project against any defects. This warranty shall include replacement of defective items, materials, parts and/or components inclusive of all applicable fees at no additional cost to PCC. The warranty period shall commence upon approval and acceptance by the PCC of the Warranty Security to be provided by the Supplier in the form of retention money or cash equivalent.

## **VIII. LIQUIDATED DAMAGES**

In case of delay in the delivery of expected service from the Supplier within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, the amount of the liquidated damages shall be the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the sum of total liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity shall reserve the right to rescind the contract, without prejudice to other courses of action and remedies available to it.

## IX. DISPUTE RESOLUTION

Should any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.



In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendment or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties.

**Prepared by:**

  
**Catherine Anne N. Buncaras**  
Administrative Officer II  
General Services Division

**Reviewed by:**

  
**Rommel R. Oira**  
Chief Administrative Officer  
General Services Division  


**Approved by:**

  
**Jeson Q. de la Torre**  
Director IV  
Administrative Office

**CONFORME:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Company Name**

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

## ITEM PRICE SCHEDULE

## LOT 1: SUPPLY AND DELIVERY OF OFFICE FURNITURE (ABC: PHP1,500,000.00)

Item No.	Item Requirements / Specifications (Please refer to Section II of the Technical Specifications)	Qty. (1)	Bid Price, PhP (2)	Total Price, PhP (1) X (2)	Statement of Compliance (Indicate "COMPLY")
1	High Back Office Chair	126 pcs.			
2	Guest Chair	60 pcs.			
3	Sofa Set	1 set			
4	3-seater Gang Chair	1 pc.			
5	Pantry Chair	8 pcs.			
6	Office Table	2 pcs.			
7	Executive Table	1 pc.			
8	Executive Chair	1 pc.			
9	Recliner Seat	1 pc.			
10	Foldable Table	11 pcs.			
	<b>Grand Total Price for Lot 1, PhP</b>				

**Instruction to Bidders (as applicable):**

1. All prices shall be inclusive of all applicable government taxes, charges and fees.
2. Failure to indicate "COMPLY" in the Statement of Compliance shall be ground for disqualification.
3. All other Sections and provisions specified in the **Technical Specifications** shall also be conformed by the Bidder.

**CONFORME:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Company Name**

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

## ITEM PRICE SCHEDULE

## LOT 2: SUPPLY, DELIVERY AND INSTALLATION OF CUSTOMIZED FURNITURE AND FIXTURES (ABC: PHP1,545,000.00)

Item No.	Item Requirements / Specifications (Please refer to Section II of the Technical Specifications)	Qty. (1)	Bid Price, PhP (2)	Total Price, PhP (1) X (2)	Statement of Compliance (Indicate "COMPLY")
1	High Table A	8 pcs.			
2	High Table B	1 pc.			
3	High Table C	1 pc.			
4	High Table D	2 pcs.			
5	Bar Stool A	4 pcs.			
6	Bar Stool B	17 pcs.			
7	Square Table	3 pcs.			
8	Round Table	2 pcs.			
9	Meeting Table	6 pcs.			
10	Foldable Workstation A	18 pcs.			
11	Foldable Workstation B	26 pcs.			
12	Foldable Side Table	4 pcs.			
13	Foldable Meeting Table	7 pcs.			
14	Filing Cabinet with Planter Box A	9 pcs.			
15	Filing Cabinet with Planter Box B	4 pcs.			

<b>Item No.</b>	<b>Item Requirements / Specifications</b> (Please refer to Section II of the Technical Specifications)	<b>Qty. (1)</b>	<b>Bid Price, PhP (2)</b>	<b>Total Price, PhP (1) X (2)</b>	<b>Statement of Compliance</b> (Indicate "COMPLY")
16	Filing Cabinet with Planter Box C	3 pcs.			
17	Full Height Cabinet A	11.09 l.m. <sup>1</sup>			
18	Storage Cabinet	1 pc.			
<b>Grand Total Price for Lot 2, PhP</b>					

**Instruction to Bidders (as applicable):**

1. All prices shall be inclusive of all applicable government taxes, charges and fees.
2. Failure to indicate "COMPLY" in the Statement of Compliance shall be ground for disqualification.
3. All other Sections and provisions specified in the **Technical Specifications** shall also be conformed by the Bidder.

<p><b>CONFORME:</b></p> <div style="text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><b>Name &amp; Signature of Authorized Representative</b></p> </div> <div style="text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><b>Designation</b></p> </div> <div style="text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><b>Company Name</b></p> </div> <div style="text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><b>Date</b></p> </div>
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<sup>1</sup> Unit of measure is linear meter



## ITEM PRICE SCHEDULE

## LOT 3: SUPPLY AND DELIVERY OF MOBILE PEDESTAL AND HEAVY-DUTY STEEL RACKS (ABC: PHP560,000.00)

Item No.	Item Requirements / Specifications (Please refer to Section II of the Technical Specifications)	Qty. (1)	Bid Price, PhP (2)	Total Price, PhP (1) X (2)	Statement of Compliance (Indicate "COMPLY")
1	Mobile Pedestal	42 pcs.			
2	Heavy-Duty Steel Racks	22 pcs.			
<b>Grand Total Price for Lot 3, PhP</b>					

## Instruction to Bidders (as applicable):

1. All prices shall be inclusive of all applicable government taxes, charges and fees.
2. Failure to indicate "COMPLY" in the Statement of Compliance shall be ground for disqualification.
3. All other Sections and provisions specified in the Technical Specifications shall also be conformed by the Bidder.

## CONFORME:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## ITEM PRICE SCHEDULE

**LOT 4: SUPPLY, DELIVERY AND INSTALLATION OF HORIZONTAL DIAPER CHANGING TABLE FOR THE HEALTH AND WELLNESS ROOM (ABC: PHP38,200.00)**

<b>Item No.</b>	<b>Item Requirements / Specifications</b> (Please refer to Section II of the Technical Specifications)	<b>Qty. (1)</b>	<b>Bid Price, PhP (2)</b>	<b>Total Price, PhP (1) X (2)</b>	<b>Statement of Compliance</b>  (Indicate "COMPLY")
1	Horizontal Diaper Changing Table	1 pc.			
	<b>Grand Total Price for Lot 4, PhP</b>				

**Instruction to Bidders (as applicable):**

1. All prices shall be inclusive of all applicable government taxes, charges and fees.
2. Failure to indicate "COMPLY" in the Statement of Compliance shall be ground for disqualification.
3. All other Sections and provisions specified in the Technical Specifications shall also be conformed by the Bidder.

**CONFORME:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Company Name**

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

- ☐ (g) 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*

- ☐ (h) 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.

## II. FINANCIAL COMPONENT ENVELOPE

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

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

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

