

BIDDING DOCUMENTS

**PROCUREMENT OF VARIOUS OFFICE
EQUIPMENTS AT VARIOUS OFFICES, LINGAYEN,
PANGASINAN**

MUNICIPALITY OF LINGAYEN

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information	12
3. Bidding Requirements	12
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.	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	20
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26

Section VII. Technical Specifications	29
Section VIII. Checklist of Technical and Financial Documents	33

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 THE PROCUREMENT OF VARIOUS OFFICE EQUIPMENTS AT VARIOUS OFFICES, LINGAYEN, PANGASINAN

The *Municipality of Lingayen*, intends to apply the sum of *Nine Hundred Eighty-Two Thousand Pesos Only (P982,000.00)* being the ABC to pay for the *PROCUREMENT OF VARIOUS OFFICE EQUIPMENTS AT VARIOUS OFFICES, LINGAYEN, PANGASINAN* with Purchase Request No. 100- 21- 03- 061 to be charged through the LGU's General Fund. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The *Municipality of Lingayen* now invites bids for the above Procurement Project. Delivery of the Goods is required by *thirty (30) calendar days*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
2. Bidding will be conducted through open competitive bidding procedures using a 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.

3. Prospective Bidders may obtain further information from *BAC Office, Municipal Hall Building, Lingayen, Pangasinan* and inspect the Bidding Documents at the address given below during *8:00 A.M. to 5:00 P.M. Monday to Friday except holidays*.
4. A complete set of Bidding Documents may be acquired by interested Bidders on *April 30, 2021 to May 24, 2021* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos Only (P1,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *and will be presented in person*.
5. The *Municipality of Lingayen* will hold a Pre-Bid Conference¹ on *May 11, 2021 09:00 A.M.* at *Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan*, which shall be open to prospective bidders.

1

6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *May 24, 2021 09:00 A.M.* Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on *May 24, 2021 09:00 A.M.* at the given address below . Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The *Municipality of Lingayen* 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.

For further information, please refer to:

*BAC Office
Municipal Hall Building, Lingayen, Pangasinan*

You may visit the following websites:

For downloading of Bidding Documents: *www.lingayen.gov.ph*

April 29, 2021
Date of Issue

JOAN JUDE R. LOPEZ, LLB, MBM
BAC Chairperson, Mun. Civil Registrar

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Municipality of Lingayen* wishes to receive Bids for the **PROCUREMENT OF VARIOUS OFFICE EQUIPMENTS AT VARIOUS OFFICES, LINGAYEN, PANGASINAN** with Purchase Request Number 100-21-03-061

The Procurement Project (referred to herein as “Project”) is composed of *One (1) unit Projector with specifications as follows: White and Colour Brightness: minimum of 5500 lumens, Contrast Ratio: 15,000:1, Resolution: WXGA, Power voltage: 100-240 V AC ±10 %, 50/60 Hz, Connectivity: Wired LAN, Analog, Digital and Audio Input/Output, Dimension: 377 x 110 x 291 mm. Two (2) units Photocopier with specifications as follows: Copier, printer, Scanner, Maintenance kit: 150,000 pages, Min. 18 pages per minute (PPM), Paper Capacity: min. 400 sheets, Monochrome, toner. Three (3) units Paper Shredder with specifications as follows: Feed Width: 220mm, Shred Capacity: minimum of 10 sheets, Waste Volume: minimum of 30 liters, Motor: 350 watts, Dimension: 610x430x340mm. One (1) unit Coffee Maker with specifications as follows: Capacity: minimum of 1.2 Liters, Voltage Power: 220V/910 watts, Heat resistant Glass Carafe. One (1) set Camera with complete accessories with specifications as follows: (Camera) min. 32.5MP APS-CMOS Sensor+DIGIC 8, dual pixel CMOS AF, 45 cr5oss- type AF, face detection, min. 5,481 selectable fous positions, eye detection AF, 4K video (Lens) EF- S18-135mm f/3.5-5.6 IS USM, Filter size: 67mm, Max aperture: f/3.5-5.6 with nano USM & IS, (Battery Grip) comfort and control in vertical position, vertical shutter release buttons and dial (Battery) Lithium-Ion, 7.2V, 1865mAh (Flash) Auto intelligent bounce head, Zoom Range: 24- 105mm (14mm with panel), Tilts upward 120’’, +/- 180’’ Rotation, AI.B full-auto and AI.B semi auto modes, LCD Panel, AF Assist Beam, runs on 4x AA batteries (Tripod Grip) with Bluetooth remote controller, supports vertical recording (Compact tripod) Material: Aluminum alloy, Head attachment ball head, Leg+Column converts to 1660 mm monopod, reversible center post, rubber feet, bubble levelling indicator, Max. height- 1690mm, with carry bag. two (2) units **Laminating Machine** with specifications as follows: Frequency: 50-60mhz, Coating Speed: min. 0.2/minute, warming time 3.4 mins. temperature Regulation: 0-200 degrees, Dimensions: 54x26x28cm. Two (2) units airconditioner with specifications as follows: window- type, Inverter, Cooling capacity: 2 HP, Dimension: at least 80x60x24cm. One (1) unit **Airconditioner** with specifications as follows: Split- type, inverter, Cooling Capacity: 1 HP, Low sound level. Four (4) units **Electric fan** with specifications as follows: 18’’ fan blade 60 watts, 3 speeds (low, mid, high), 5 blades. One (1) unit **Television** with Specifications as follows: Smart TV size.50’’, Resolution: 3,840x2 2,160, Motion Rate: 120, HDR, 2USB Port, 2 HDMI Port, Flat screen, 20W sound output, 2CH speaker type. One (1) unit **Mini- refrigerator** with specifications as follows: Size: 3.5 cu.ft, two-door, stainless blook, Tempered glass shelves, with key lock- side. One (1) unit. **Water Dispenser** with specifications as follows: Hot, Cold, Warm, Free- standing, 5-gallon water bottle capacity, Power: 550W. One (1) unit **Refrigerator** with specifications as follows: Size: 5.5 cu.ft, single door, Storage volume: 147L (net), Power/ Voltage: 120W/230V. One (1) unit **Paper Shredder** with specifications as follows: Shred type: strip cut, Shred Capacity: 5 sheets, Horizontal Entry width: 200mm, Dimension: 300x185x320mm. 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 *C.Y. 2021* in the amount of *Nine Hundred Eighty-Two Thousand Pesos Only (P982,000.00)*

2.2. The source of funding is:

LGU's General Fund

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The 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 as indicated in paragraph 5 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 *Three 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.

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.

13. Bid and Payment Currencies

- 13.1. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit 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) days from the date of Opening of Bids. 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 original copy of the first and second components of its Bid and additional one copy.

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.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address 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. Partial Bid is not allowed in this project.

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

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

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

20. Post-Qualification

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

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"> a. <i>Office Equipments</i> b. completed within three years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable</i>
12	<i>Not Applicable</i>
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"> a. The amount of not less than nineteen thousand six hundred forty pesos only (P19,640.00) (2%) of ABCJ, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than forty-nine thousand one hundred pesos only (P49,100.00) (5%) of ABCJ if bid security is in Surety Bond.
19.3	<i>One lot consisting of not more than one (1) unit projector, not more than two (2) units photocopier, not more than four (4) units paper shredder, not more than one (1) unit coffee maker, not more than one (1) set camera with complete accessories, not more than two (2) units Laminating machine, not more than three (3) units airconditioner, not more than four (4) units electric fan, not more than one (1) unit television, not more than one (1) mini-refrigerator, not more than one (1) water dispenser, not more than one (1) refrigerator with an ABC of Nine Hundred Eighty-Two Thousand Pesos Only (P982,000.00)</i>
20.2	<i>Pertinent documents to be submitted by the winning supplier to the BAC Office before issuance of Notice of Award</i> <i>Philgeps Certificate, Mayor's Permit, Latest Income Tax and Business Tax Return, Tax Clearance.</i>
21.2	<i>[Not applicable]</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project

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	
	<p>Delivery and Documents –</p> <p>“The delivery terms applicable to this Contract are delivered <i>GSO Office, LGU Lingayen, Ligayen, PAngasinan</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Municipal General Services Officer</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> 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. <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>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <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>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

2.2	<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>
4	<p>The inspections and tests that will be conducted are: <i>a. checking of technical specifications, b. operational testing of units</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	ABC	Delivered, Weeks/Months
1	Projector <i>Specifications:</i> White and Colour Brightness: minimum of 5500 lumens Contrast Ratio: 15,000:1 Resolution: WXGA Power voltage: 100-240 V AC ±10 %, 50/60 Hz Connectivity: Wired LAN, Analog, Digital and Audio Input/Output Dimension: 377 x 110 x 291 mm	1 unit		
2	Photocopier Copier, printer, Scanner Maintenance kit: 150,000 pages Min. 18 pages per minute (PPM) Paper Capacity: min. 400 sheets Monochrome, toner	2 units		
3	Paper Shredder <i>Specifications:</i> Feed Width: 220mm Shred Capacity: minimum of 10 sheets Waste Volume: minimum of 30 liters Motor: 350 watts Dimension: 610x430x340mm	3 units		
4	Coffee Maker <i>Specifications:</i> Capacity: minimum of 1.2 Liters Voltage Power: 220V/910 watts Heat resistant Glass Carafe	1 unit		
5	Camera with complete accessories <i>Specifications:</i> Camera min. 32.5MP APS-CMOS Sensor+DIGIC 8 dual pixel CMOS AF, 45 cross-type AF, face detection min. 5,481 selectable focus positions, eye detection AF, 4K video Lens EF- S18-135mm f/3.5-5.6 IS USM Filter size: 67mm, Max aperture: f/3.5-5.6 with nano USM & IS Battery Grip Comfort and control in vertical position Vertical shutter release button, control buttons and dial	1 set	P982,000.00	Delivery of goods shall start immediately upon receipt of Notice to Proceed

	<p>Battery Lithium-Ion, 7.2V, 1865mAh</p> <p>Flash Auto intelligent bounce head Zoom Range: 24- 105mm (14mm with panel) Tilts upward 120°, +/- 180° Rotation AI.B full-auto and AI.B semi auto modes LCD Panel, AF Assist Beam, runs on 4x AA batteries</p> <p>Tripod Grip with Bluetooth remote controller, supports vertical recording</p> <p>Compact tripod Material: Aluminum alloy, Head attachment ball head Leg+Column converts to 1660 mm monopod reversible center post, rubber feet, bubble levelling indicator Max. height- 1690mm, with carry bag</p>			
6	<p>Laminating Machine <i>Specifications:</i> Frequency: 50-60mhz Coating Speed: min. 0.2/minute, warming time 3.4 mins. temperature Regulation: 0-200 degrees Dimensions: 54x26x28cm</p>	2 units		
7	<p>Airconditioner <i>Specifications:</i> window- type , Inverter Cooling capacity: 2 HP Dimension: at least 80x60x24cm</p>	2 units		
8	<p>Airconditioner <i>Specifications:</i> Split- type, inverter Cooling Capacity: 1 HP Low sound level</p>	1 unit		
9	<p>Electric fan <i>Specifications:</i> 18" fan blade 60 watts 3 speeds (low, mid, high) 5 blades</p>	4 units		
10	<p>Television <i>Specifications:</i> Smart TV size.50" Resolution: 3,840x2 2,160 Motion Rate: 120, HDR 2USB Port, 2 HDMI Pport Flat screen, 20W sound output, 2CH speaker type</p>	1 unit		
11	<p>Mini- refrigerator <i>Specifications:</i> Size: 3.5 cu.ft two-door, stainless look</p>	1 unit		

	Tempered glass shelves, with key lock-side			
12	Water Dispenser <i>Specifications:</i> Hot, Cold, Warm Free- standing 5-gallon water bottle capacity Power: 550W	1 unit		
13	Refrigerator <i>Specifications:</i> Size: 5.5 cu.ft single door Storage volume: 147L (net) Power/ Voltage: 120W/230V	1 unit		
14	Paper Shredder <i>Specifications:</i> Shred type: strip cut Shred Capacity: 5 sheets Horizontal Entry width: 200mm Dimension: 300x185x320mm	1 unit		

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p>Projector <i>Specifications:</i> White and Colour Brightness: minimum of 5500 lumens Contrast Ratio: 15,000:1 Resolution: WXGA Power voltage: 100-240 V AC ±10 %, 50/60 Hz Connectivity: Wired LAN, Analog, Digital and Audio Input/Output Dimension: 377 x 110 x 291 mm</p>	
	<p>Photocopier Copier, printer, Scanner Maintenance kit: 150,000 pages Min. 18 pages per minute (PPM) Paper Capacity: min. 400 sheets Monochrome, toner</p>	
	<p>Paper Shredder <i>Specifications:</i> Feed Width: 220mm Shred Capacity: minimum of 10 sheets Waste Volume: minimum of 30 liters Motor: 350 watts Dimension: 610x430x340mm</p>	
	<p>Coffee Maker <i>Specifications:</i> Capacity: minimum of 1.2 Liters Voltage Power: 220V/910 watts Heat resistant Glass Carafe</p>	
	<p>Camera with complete accessories <i>Specifications:</i> Camera min. 32.5MP APS-CMOS Sensor+DIGIC 8 dual pixel CMOS AF, 45 cross-type AF, face detection min. 5,481 selectable focus positions, eye detection AF, 4K video Lens EF- S18-135mm f/3.5-5.6 IS USM Filter size: 67mm, Max aperture: f/3.5-5.6 with nano USM & IS Battery Grip Comfort and control in vertical position Vertical shutter release button, control buttons and dial Battery Lithium-Ion, 7.2V, 1865mAh</p>	

	<p>Flash Auto intelligent bounce head Zoom Range: 24- 105mm (14mm with panel) Tilts upward 120'', +/- 180'' Rotation A.I.B full-auto and A.I.B semi auto modes LCD Panel, AF Assist Beam, runs on 4x AA batteries Tripod Grip with Bluetooth remote controller, supports vertical recording Compact tripod Material: Aluminum alloy, Head attachment ball head Leg+Column converts to 1660 mm monopod reversible center post, rubber feet, bubble levelling indicator Max. height- 1690mm, with carry bag</p>	
	<p>Laminating Machine <i>Specifications:</i> Frequency: 50-60mhz Coating Speed: min. 0.2/minute, warming time 3.4 mins. temperature Regulation: 0-200 degrees Dimensions: 54x26x28cm</p>	
	<p>Airconditioner <i>Specifications:</i> window- type , Inverter Cooling capacity: 2 HP Dimension: at least 80x60x24cm</p>	
	<p>Airconditioner <i>Specifications:</i> Split- type, inverter Cooling Capacity: 1 HP Low sound level</p>	
	<p>Electric fan <i>Specifications:</i> 18'' fan blade 60 watts 3 speeds (low, mid, high) 5 blades</p>	
	<p>Television <i>Specifications:</i> Smart TV size.50'' Resolution: 3,840x2 2,160 Motion Rate: 120, HDR 2USB Port, 2 HDMI Port Flat screen, 20W sound output, 2CH speaker type</p>	
	<p>Mini- refrigerator <i>Specifications:</i> Size: 3.5 cu.ft</p>	

	two-door, stainless block Tempered glass shelves, with key lock-side	
	Water Dispenser <i>Specifications:</i> Hot, Cold, Warm Free- standing 5-gallon water bottle capacity Power: 550W	
	Refrigerator <i>Specifications:</i> Size: 5.5 cu.ft single door Storage volume: 147L (net) Power/ Voltage: 120W/230V	
	Paper Shredder <i>Specifications:</i> Shred type: strip cut Shred Capacity: 5 sheets Horizontal Entry width: 200mm Dimension: 300x185x320mm	

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);
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

- ☐ (e) 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**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The 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**
- ☐ (k) 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

- ☐ (l) 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

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

