

# Republic of the Philippine TARLAC STATE UNIVERSITY

Romulo Blvd., San Vicente, Tarlac City Tel. No.: (045) 982 4630 Website: www.tsu.edu.ph

# **Bidding Documents**

(This Bidding Documents is in conformance with the Sixth Edition of the Philippine Bidding Documents for the Procurement of Goods)

# For the Project

# Supply and Delivery of Furniture and Fixtures, (APP 2024), Rebid

With an Approved Budget for the Contract (ABC) of Two Million Six Hundred Eighty-Two Thousand Nineteen Pesos and 54/100 (₱ 2,682,019.54)

Invitation to Bid No. Goods 2024-008a PhilGEPS Reference No.: 11725564

July 2020 6<sup>th</sup> Edition

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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**



# Republic of the Philippine TARLAC STATE UNIVERSITY

Romulo Blvd., San Vicente, Tarlac City Tel. No.: (045) 982 4630 Website: www.tsu.edu.ph

### **INVITATION TO BID**

# For the Project

# Supply and Delivery of Furniture and Fixtures (APP 2024), Rebid

### Invitation to Bid No. Goods 2024-008a

1. The Tarlac State University, through Regular Agency Fund (RAF) and Special Fund (SB) 2024 intends to apply the sum of **Two Million Six Hundred Eighty-Two Thousand Nineteen Pesos and 54/100** (₱ 2,682,019.54) to payments under the contracts for the project: **Supply and Delivery of Furniture and Fixtures** (APP 2024), **Rebid.** Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Description	Qty.	Unit	ABC, ₱
Lot No. 2	2 – Chairs	l	L	
6.	Swivel Chair, Junior Executive	120	piece	447,800.40
7.	Conference Chair	12	piece	42,000.00
8.	Swivel Chair, Executive	38	piece	244,949.14
9.	Visitors Chair	2	unit	8,000.00
10.	Gang Chair	14	unit	66,523.94
11.	Stackable Chair	130	unit	325,000.00
12.	Swivel Chair	2	piece	39,800.00
13.	Tub Arm Chair	2	piece	10,000.00
14.	Stool	2	set	20,000.00
15.	Swivel Chair	1	piece	6,446.06
Lot No. 3	3 – Tables	_		
16.	Computer Table	67	piece	301,500.00
17.	Conference Table	3	set	135,000.00
18.	Conference Table	1	set	35,000.00
19.	Folding Table	1	unit	5,000.00
20.	Coffee Table	1	set	25,000.00
21.	Executive Table	1	unit	34,500.00
22.	Executive Table	7	unit	133,000.00
23.	Executive Table	7	piece	196,000.00

24.	Executive Table	1	unit	35,000.00
25.	Clerical Table	9	unit	72,000.00
26.	Reading Table	18	unit	162,000.00
27.	Executive Table	1	unit	20,500.00
Lot No. 4	l – Sofa			
28.	Sofa Set	1	set	20,000.00
29.	Sofa Set	2	set	84,000.00
30.	Sofa Set	1	unit	12,000.00
31.	Sofa Set	1	set	65,000.00
32.	Sofa Set	1	set	30,000.00
33.	Bean Bag	6	unit	90,000.00
34.	Sofa Set	2	set	16,000.00
		To	otal ABC:	2,682,019.54

- 2. The Tarlac State University now invites bids for the project: **Supply and Delivery of Furniture and Fixtures (APP 2024), Rebid.** Delivery of the Goods is required within **sixty (60) calendar days** from the receipt of the Notice to Proceed. Bidders must have completed, within the last five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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 5183.

4. Interested bidders may obtain further information from **Tarlac State University** and inspect the Bidding Documents at the address given below during Tuesday to Friday from 8:00 A.M. to 5:00 P.M:

#### **BAC Secretariat**

Motorpool and Administration Building Tarlac State University Romulo Blvd., San Vicente, Tarlac City Tel. No. (045) 606-8142 / 0998 846 0206

Email: bacsec@tsu.edu.ph

5. A complete set of Bidding Documents may be acquired by interested Bidders from **February 06, 2025 to February 26, 2025** from the aforementioned address upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ₱ 5,000.00.

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 applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The Tarlac State University will hold a Pre-Bid Conference on **February 14, 2025 (2:00 P.M.)** at the Bids and Awards Committee Conference Room, 3rd Floor, Motorpool and Administration Building, Tarlac State University, Romulo Blvd., San Vicente, Tarlac City, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before **February 26**, **2025**, **(1:30 P.M.)**. **Late submission shall not be accepted.**

**BAC Secretariat**Procurement Building

Tarlac State University Romulo Blvd., San Vicente, Tarlac City Tel. No. (045) 606-8142 / 0998 846 0206

Email: bacsec@tsu.edu.ph

- 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 **February 26, 2025**, at **2:00 P.M.**, at the Bids and Awards Committee Conference Room, 3rd Floor, Motorpool and Administration Building, Tarlac State University, Romulo Blvd., San Vicente, Tarlac City. Bids will be opened in the presence of the bidders' representatives who choose to attend.
- 10. The Summary of the procurement activities is as follows:

Activities	Date and Time	Venue
PhilGEPS Posting	February 06, 2025	
Pre-Bid Conference	February 14, 2025 (2:00 PM)	BAC Conference Room, 3 <sup>rd</sup> Floor, Motorpool and
Deadline of Submission of Bids	February 26, 2025 (1:30 PM)	Administration Building, Tarlac State University, Romulo Blvd., San
Opening of Bids	February 26, 2025 (2:00 PM)	Vicente, Tarlac City

- 11. The Tarlac State University 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 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

Ms. Jhenna Micah A. Manankil/ Mr. Joshua Jonathan S. Jacinto BAC Secretariat
Motorpool and Administration Building
Tarlac State University
Romulo Blvd., San Vicente, Tarlac City
Tel. No. (045) 606-8142 / 0998 846 0206

Email: bacsec@tsu.edu.ph

(SGD) ATTY. WILMARK J. RAMOS, *DBA*BAC Chairperson – Goods and Services

#### Section II. Instructions to Bidders

#### 1. Scope of Bid

- 1.1. The Tarlac State University wishes to receive Bids for the project: Supply and Delivery of Furniture and Fixtures (APP 2024) Rebid, with identification number Invitation to Bid No. Goods 2024-008a.
- 1.2. The procurement project (referred to herein as "Project"") is composed of twenty-nine (29) items, the details of which are described in Section VII. Technical Specifications.

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2025 in the amount of ₱ 2,682,019.54
- 2.2. The source of funding is the **Special Budget (SB)**.

#### 3. Bidding Requirements

- 3.1. 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.
- 3.2. 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.
- 3.3. 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 must have a SLCC that is similar to the Project, as described in the **BDS**, with a value, adjusted to current prices using the PSA's CPI, that is at least equivalent to **fifty percent (50 %) of the Total 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 at the address indicated in paragraph 6 of the **IB**.

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

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

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

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

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

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

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 **June 26, 2025**. 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

- 15.1. Each Bidder shall submit one copy of the first and second components of its Bid.
- 15.2. 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.
- 15.3. 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items are indicated in **Section VII. Technical Specifications**, and 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 separate contracts.
- 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**.

#### 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**

ITB Clause		
5.3	For this purpose, contracts similar to the Project shall be the supply ar delivery of similar goods comprising the Project.	nd
7.1	No further instructions.	
12	The price of the Goods shall be quoted DDP Tarlac City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or ar of the following forms and amounts:  a. The amount of not less than two percent (2 %) of ABC, if bid securing is in cash, cashier's/manager's check, bank draft/guarantee dirrevocable letter of credit; or  b. The amount of not less than five percent (5 %) of ABC if bid securing is in Surety Bond.	ty or
19.3	The ABC for the project:	
	Item ABC, ₱   No.	
	6. 447,800.40	
	7. 42,000.00	
	8. 244,949.14	
	9. 8,000.00	
	10. 66,523.94	
	11. 325,000.00	
	12. 39,800.00	
	13. 10,000.00	
	14. 20,000.00	
	15. 6,446.06	
	16. 301,500.00	
	17. 135,000.00	
	18. 35,000.00	
	19. 5,000.00	
	20. 25,000.00 21. 34,500.00	
	22. 133,000.00	
	23. 196,000.00	
	24. 35,000.00	
	25. 72,000.00	
	26. 162,000.00	
	27. 20,500.00	
	28. 20,000.00	
	29. 84,000.00	
	30. 12,000.00	
	31. 65,000.00	
	32. 30,000.00	
	33. 90,000.00	
	34. 16,000.00	
20.2	Total 2,682,019.54	
20.2	No further requirements.	
21.2	No further 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 Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV. Technical Specifications** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the

defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

### 6. Liability of the Supplier

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

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

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

Clause	
1	Delivery and Documents –
	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 meaning assigned to them by the current edition of INCOTERMS published by the Internation Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are delivered to Tarlac State University Romulo Blvd., San Vicente, Tarlac City. Risk and title will pass from the Supplier the Procuring Entity upon receipt and final acceptance of the Goods at their destination
	Delivery of the Goods shall be made by the Supplier in accordance with the term specified in Section VI. Schedule of Requirements.
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent the damage or deterioration during transit to their final destination, as indicated in the Contract. The packaging shall be sufficient to withstand, without limitation, rough and ling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take inconsideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in an subsequent instructions ordered by the Procuring Entity.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	Name of the Procuring Entity Name of the Supplier
	Contract Description Final Destination Gross weight Any special lifting instructions
	Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be place on an accessible point of the outer packaging if practical. If not practical the packagin list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DD 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 the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** 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.

The inspections and tests that will be conducted are: visual and sensory inspection and

4

# **Section VI. Schedule of Requirements**

The delivery date for the Goods covered by the Contract shall be within sixty (60) calendar days upon receipt of the Notice to Proceed.

# **Section VII. Technical Specifications**

Item	Description
No.	2
Lot No. 2	URE AND FIXTURES
-	
6.	CHAIR,
	Swivel Junior Executive; ergonomic swivel; mesh backrest; with arm rest; chrome leg
7.	CHAIR,
/.	For Conference, fixed chair type, 4-leg tubular base in mild steel, padded arm rest
	with black synthetic leather in fixed loop arms, black synthetic leather in seat
	material, mid back, 16"H x 18"W x 16"D
8.	CHAIR,
0.	Swivel, Executive; high backrest; mesh net with armrest; chrome leg; color: black,
	ergonomic swivel, with removable headrest
9.	CHAIR,
	Visitors, 63cm W x 58cm D x 81cm H, Color Fabric: Back Metal: Chrome, Item
	Material Backrest: 13mm thick plywood with 50mm thick foam covered with PU
	faux leather. Sea: 13mm thick plywood with 50mm thick foam covered with PU
	faux leather. Armrest: Polypropylene (Pp) Plastic. Leg: 20 x 40mm x 1.0mm thick
	metal tube in chrome plating finish.
10.	CHAIR,
	Gang, 4-seater, (WxDxH): 233.68cm x 63.5cm x 81.28cm; made of metal with
	chrome accent
11.	CHAIR,
	Stackable, Dimension: 75 x 35 x 53 (L x W x H), Black leather.
12.	CHAIR,
	Executive Swivel High Back PU Chair,
	Dimension: Height: 118-123cm, Seat Height: 46-51cm, Seat Width: 53cm, Seat
	Depth: 53cm, Base: 86cm, Wheels: 60mm, Materials: Headrest/Backrest/ Seat/
	Armrest: Doll Cotton+High Density Sponge+PU Leather Cover, Gaslift: Three
	Stage Electroplated Hydraulic Rod, Features: Ergonomic Chair, With Seat Slide, With Tilt/Recline, Recline Length: 150°, With Tilt-Lock Mechanism, Weight,
	Capacity: 150Kg, Recommended Height User: 140-200cm, Weight: 40Kg,
	Packing, Size: 112*75*81cm, Warranty: 1 Year, Color: Beige+Orange
13.	CHAIR,
13.	Tub Armchair, Plush Cushion, made from Faux Leather, Black, Seat Depth: 66cm,
	L 68 cm, W 66 cm, H 71cm
14.	STOOL,
	Five-piece floral shape cocktail ottoman SPECS- Material: Fabric, Color: Green,
	Red, Blue, Yellow and Light Yellow, Dimension: Diameter 48cm; Height 38cm
15.	CHAIR,
	Swivel Executive, ergonomic, High backrest plush cushion, with headrest and
	armrest (plush cushion) Chrome leg; Color: Black; Dimensions: L26 x (Arm to
	Arm) x H45 inches
Lot No. 3	– Tables
16.	TABLE,
	Computer Desk with Cable Management; Dimension: 73 cm Width, 50 cm Depth,
	75 cm Height; Max Load: 50 kg.; Color: Oak Effect
17.	TABLE,
	Conference with 10 Swivel Chairs; Table Dimensions (LxW): 260 cm or 120" x
	120 cm or 47"; accomodate 10 people; solid wood; one piece top; leather writing
	pad; weight capacity: 100 kg; swivel chair: tilt lock mechanism; 30 mm chrome
	steel base and PP Casters; Pneumatic Height Adjustments; 360 degrees

-	
18.	TABLE, Conference 12-Seater, rectangular shape, 3600mm W x 1200mm D x 750mm H,
	tabletop: 40mm thick, with wire management; material: MFC board; accessories: adjustable glider
19.	TÄBLE,
1).	, and the second
	Folding 6ft Solid Top Rectangular Folding Plastic Table 72"" x 30"" Rectangular
	Table; Material: Plastic Size(cm): 183 x 76 x 74; Solid top table with foldable legs
	72"" x 30""; Commercial Grade 8-seater capacity; Best for home and office use for
	parties, kitchen, breakroom, pantry, catering use
20.	TABLE,
20.	Coffee Color: Rich Brown Finish over Select Veneers; Product: Dining Height:
	Standard, Leg or Pedestal Type: Single Pedestal; Table Top Shape: Round;
	Dimensions: Height (bottom to top): 30" H, Width (side to side): 59.5" W, Depth
	(front to back): 59.5" D, Diameter: 59.5"; Features & Function: Table Seats: Up
	to4; Construction & Materials; Case Detail: Detailed carving on legs and table edge,
	Table Top Material: Wood, Top Description: Wood, Material: Wood Veneers &
	Solids; Style Elements Finish Description: Rich brown color finish, Design Style:
	Traditional, Handle & Hardware Description: Ornate hardware with a dark antique
	looking finish, Finish Darkness: Dark Color
21.	TABLE,
21.	
	Executive L-shape Office Table with Drawers; Materials: Glass Table, MDF
	Frame; Dimensions: Side Table: L80cmxW40cmxH74cm Mobile Ped:
	L40cmxW40cmxH64cm Warranty: 6 Months; Finish: Black
	L180cmxW80cmxH76cm, Color: gray
22.	TABLE,
	Executive with Mobile Pedestal (3 drawers); Materials: MFC Board / Metal Frame;
	Finish: Wenge; Dimension: W1400xD600xH750 mm
23.	
25.	TABLE,
	Executive L-Shape; Material: Wooden; Color: Wenge; Main Table Dimension:
	W1600 x D800 x H760mm; Side Table Dimension: W1200 x D400 x H600mm;
	with on-site assembly fee
24.	TABLE,
	Executive made of wood, rectangular shaped desk, cherry colored, with fixed
	drawers and key locks, approx. size: 1600mm W x 700mm Dx 740mm H (2024)
25.	TABLE,
	Clerical (melamine scratch proof): Drawers with safety lock; 3 left drawers; 1 center
	drawer; color: wenge; Dimension (LxWxH): 100 x 49 x 75cm
26.	TABLE,
	Reading made of wood color tabletop with; 1-1/8" thick particle Board core
	laminated with; thermo fused melanine finish, scratch resistant; tabletop with 3mm
	PVC edge banding. Pedestal; Gauge 22 durable metal pedestal, stretcher and; base,
	powder coated color: Beige size: D-63cm;x200cm x 75cm
27	
27.	TABLE,
	Executive Office Desk/Table (L-Shape); Material: MDF Frame and Wood Veneers
	& solids; Color: Black with gray accent; Dimension: 80cmx160cmx75cm; With
	side drawers (safety lock)
Lot No. 4	– Sofa
28.	SOFASET,
	Color: Beige: Leather; 1pc. 3-seater; 2pcs. 1 seater; 1 center table; 2 side tables
29.	SOFA SET,
	Sala Set Leather, with 1 Center Table; 3 seaters, and 2-pieces single seater; color
	brown
20	
30.	SOFA SET,
	2–3-Seater; Size: 1.80 x 0.75M; Material: PU Leather + Stainless Feet Sofa
31.	SOFA SET,
	rattan material, 1 pc. 3-seater 72" x 30" x 30", 2 pc. single-seater 30" x 29" x 30",
	with 1 round center table 80cm diameter rattan edge tempered glass top

32.	SOFA SET,
	4 Seat with Chaise (Right Facing); Width: 253 cm; Depth: 135 cm Height: 91 cm;
	Frame: Plywood & Gmelina wood Fixed Seat Cushion: Polyurethane foam; Fixed
	Back; cushion: Polyurethane foam; Fabric: 100% Polyester; Color: Gray
33.	BEAN BAG,
	Dimension: Height 46inches x Diameter 28inches; Bean Requirements: 2.75kg.;
	Weight: 56-100kg; Size: XXXL; Color: Orange, Yellow, Blue, Green, Gray, Violet
34.	SOFA SET,
	Measures 76"W x 34"D x 32"H; Available in Black Leather

### **Section VIII. Bid Documents Checklist**

This Bid Documents Checklist is provided to guide the Bidder in preparing his/her bid. The checklist may be used by the Bidder to verify if the Bid includes all the prescribed documents.

The Bidder, in submitting the required documents, must use the prescribed forms found in Section X. Bidding Forms. However, should a bidder choose to use a different formatting style for a required document, the bidder must ensure that the substance in the form given in Section X for that particular document is substantially captured in the equivalent document.

#### I. TECHNICAL COMPONENT ENVELOPE

II.

		Class "A" Documents
	Legal Do	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
	Technica	al 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
	(c)	similar or not similar in nature and complexity to the contract to be bid; <u>and</u> 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; <u>and</u>
	(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) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
	Financia	<u>l Documents</u> The prospective bidder's computation of Net Financial Contracting Capacity
	☐ (8 <i>)</i>	(NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
Cla	ass "B" Do	ocuments
	[] (h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II.	FINANC	IAL COMPONENT ENVELOPE
	(i)	Original of duly signed and accomplished Financial Bid Form; and
	(j)	Original of duly signed and accomplished Price Schedule(s).

# **Section IX. Bidding Forms**

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Date
------

To: Tarlac State University Re: Invitation to Bid No.

#### List of All Ongoing Government and Private Contracts, Including Contracts Awarded But Not Yet Started

Row 1: Name of Contract Row 2: Location of Project Row 3: Contract Price	Row 1: Procuring Entity Row 2: Contact Person/Address Row 3: Telephone No.	Description of Goods	Row 1: Date of Award Row 2: Date Started Row 3: Contract Duration	Value of Outstanding Goods

Attached herewith are the following documents: Notice of Award, Notice to Proceed, and Official Receipts/Invoices, as evidences in support of the foregoing information.

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]
[Name of Bidder or Authorized Representative]
[Position or Title]

I	[Date]	ı
ı	Duie	ı

To: Tarlac State University Re: Invitation to Bid No.

#### Statement of Single Largest Completed Contract Similar to the Contract to be Bid

Row 1: Name of Contract Row 2: Location	Contract Price	Row 1: Procuring Entity Row 2: Address Row 3: Contact Person/Tel. No.	Description of Goods	Date of Award	Date Completed

Attached herewith are the following documents: Contract Agreement, Notice of Award, Notice to Proceed, Official Receipt/Invoice, Certificate of Final Inspection, and Certificate of Acceptance, as evidences in support of the foregoing information.

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]
[Name of Bidder or Authorized Representative]
[Position or Title

### **Bid-Securing Declaration**

Republic of the Philippines City/Municipality Of	) S.S.
x	x
Invitation to Bid [Insert re	eference number]
To: Tarlac State University	y
I/We, the undersigned, declar	are that:
1. I/We understand that, accoming be in the form of a B	cording to your conditions, bids must be supported by a Bid Security, which Bid-Securing Declaration.
procuring entity for a per will pay the applicable fi Declaration, within fiftee commission of acts resu	e will be automatically disqualified from bidding for any contract with any riod of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we are provided under Section 6 of the Guidelines on the Use of Bid Securing on (15) days from receipt of written demand by the procuring entity for the alting to the enforcement of the bid securing declaration under Sections 9.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal ay undertake.
3. I/We understand that this circumstances:	Bid-Securing Declaration shall cease to be valid on the following
a. Upon expiration request;	on of the bid validity period, or any extension thereof pursuant to your
b. I am/we are do effect, and	eclared ineligible or post-disqualified upon receipt of your notice to such
i) I/we f	failed to timely file a request for reconsideration or
ii) I/we f	filed a waiver to avail of said right;
	eclared as the bidder with the Lowest Calculated Responsive Bid, and I/we d the performance security and signed the Contract.
IN WITNESS WHEREOF [place of execution].	F, I/We have hereunto set my/our hand/s this day of [month] [year] at
[Signatu [Name of Bidder's Auth [Signatory's leg Affiant	horized Representative

<b>SUBSCRIBED AND SWORN</b> to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no
Witness my hand and seal this day of [month] [year].
[Name and Signature of Notary Public]
Serial No. of Commission
Notary Public for until
Roll of Attorneys No
PTR No, [date issued], [place issued]
IBP No, [date issued], [place issued]
Doc. No
Page No
Page No Book No

[Date]

To: Tarlac State University Re: Invitation to Bid No.

### **Compliance to the Technical Specifications**

	Description NITURE AND FIXTURES 0. 2 - Chairs	Bidder's Compliance State "Comply" below if your offer is complying with the specifications, otherwise state "We are offering the same goods with the following specifications [State the complete specifications of the alternative offer]
6.	CHAIR, Swivel Junior Executive; ergonomic swivel; mesh backrest; with arm rest; chrome leg	
7.	CHAIR, For Conference, fixed chair type, 4-leg tubular base in mild steel, padded arm rest with black synthetic leather in fixed loop arms, black synthetic leather in seat material, mid back, 16"H x 18"W x 16"D	
8.	CHAIR, Swivel, Executive; high backrest; mesh net with armrest; chrome leg; color: black, ergonomic swivel, with removable headrest	
9.	CHAIR, Visitors, 63cm W x 58cm D x 81cm H, Color Fabric: Back Metal: Chrome, Item Material Backrest: 13mm thick plywood with 50mm thick foam covered with PU faux leather. Sea: 13mm thick plywood with 50mm thick foam covered with PU faux leather. Armrest: Polypropylene (Pp) Plastic. Leg: 20 x 40mm x 1.0mm thick metal tube in chrome plating finish.	
10.	CHAIR, Gang, 4-seater, (WxDxH): 233.68cm x 63.5cm x 81.28cm; made of metal with chrome accent	
11.	CHAIR, Stackable, Dimension: 75 x 35 x 53 (L x W x H), Black leather.	
12.	CHAIR, Executive Swivel High Back PU Chair, Dimension: Height: 118-123cm, Seat Height: 46-51cm, Seat Width: 53cm, Seat Depth: 53cm, Base: 86cm, Wheels: 60mm, Materials: Headrest/Backrest/Seat/Armrest: Doll Cotton+High Density Sponge+PU Leather Cover, Gaslift: Three Stage Electroplated Hydraulic Rod, Features: Ergonomic Chair, With Seat Slide, With Tilt/Recline, Recline Length: 150°, With Tilt-Lock Mechanism, Weight, Capacity: 150Kg, Recommended	

	Height User: 140-200cm, Weight: 40Kg, Packing, Size:	
	112*75*81cm, Warranty: 1 Year, Color: Beige+Orange	
13.	CHAIR,	
	Tub Armchair, Plush Cushion, made from Faux Leather, Black,	
	Seat Depth: 66cm, L 68 cm, W 66 cm, H 71cm	
14.	STOOL,	
	Five-piece floral shape cocktail ottoman SPECS- Material: Fabric,	
	Color: Green, Red, Blue, Yellow and Light Yellow, Dimension:	
	Diameter 48cm; Height 38cm	
15.	CHAIR,	
	Swivel Executive, ergonomic, High backrest plush cushion, with	
	headrest and armrest (plush cushion) Chrome leg; Color: Black;	
	Dimensions: L26 x (Arm to Arm) x H45 inches	
Lot N	o. 3 – Tables	
		T
16.	TABLE,	
	Computer Desk with Cable Management; Dimension: 73 cm	
	Width, 50 cm Depth, 75 cm Height; Max Load: 50 kg.; Color: Oak	
	Effect	
17.	TABLE,	
	Conference with 10 Swivel Chairs; Table Dimensions (LxW): 260	
	cm or 120" x 120 cm or 47"; accomodate 10 people; solid wood;	
	one piece top; leather writing pad; weight capacity: 100 kg; swivel	
	chair: tilt lock mechanism; 30 mm chrome steel base and PP	
	Casters; Pneumatic Height Adjustments; 360 degrees	
18.	TABLE,	
	Conference 12-Seater, rectangular shape, 3600mm W x 1200mm	
	D x 750mm H, tabletop: 40mm thick, with wire management;	
	material: MFC board; accessories: adjustable glider	
19.	TABLE,	
	Folding 6ft Solid Top Rectangular Folding Plastic Table 72"" x	
	30"" Rectangular Table; Material: Plastic Size(cm): 183 x 76 x 74;	
	Solid top table with foldable legs 72"" x 30""; Commercial Grade	
	8-seater capacity; Best for home and office use for parties, kitchen,	
	breakroom, pantry, catering use	
20.	TABLE,	
20.	Coffee Color: Rich Brown Finish over Select Veneers; Product:	
	Dining Height: Standard, Leg or Pedestal Type: Single Pedestal;	
	Table Top Shape: Round; Dimensions: Height (bottom to top): 30"	
	H, Width (side to side): 59.5" W, Depth (front to back): 59.5" D,	
	Diameter: 59.5"; Features & Function: Table Seats: Up to4;	
	Construction & Materials; Case Detail: Detailed carving on legs	
	and table edge, Table Top Material: Wood, Top Description:	
	Wood, Material: Wood Veneers & Solids; Style Elements Finish	
	· · · · · · · · · · · · · · · · · · ·	
	Description: Rich brown color finish, Design Style: Traditional,	
	Handle & Hardware Description: Ornate hardware with a dark	
21	antique looking finish, Finish Darkness: Dark Color	
21.	TABLE,	
	Executive L-shape Office Table with Drawers; Materials: Glass	
	Table, MDF Frame; Dimensions: Side Table:	
	L80cmxW40cmxH74cm Mobile Ped: L40cmxW40cmxH64cm	
	Warranty: 6 Months; Finish: Black L180cmxW80cmxH76cm,	
	Color: Gray	
22.	TABLE,	
	Executive with Mobile Pedestal (3 drawers); Materials: MFC	
	Board / Metal Frame; Finish: Wenge; Dimension:	
	W1400xD600xH750 mm	

	·	
23.	TABLE,	
	Executive L-Shape; Material: Wooden; Color: Wenge; Main Table	
	Dimension: W1600 x D800 x H760mm; Side Table Dimension:	
	W1200 x D400 x H600mm; with on-site assembly fee	
24.	TABLE,	
24.		
	Executive made of wood, rectangular shaped desk, cherry colored,	
	with fixed drawers and key locks, approx. size: 1600mm W x	
	700mm Dx 740mm H (2024)	
25.	TABLE,	
	Clerical (melamine scratch proof): Drawers with safety lock; 3 left	
	drawers; 1 center drawer; color: wenge; Dimension (LxWxH): 100	
	x 49 x 75cm	
26.	TABLE,	
20.	Reading made of wood color tabletop with; 1-1/8" thick particle	
	Board core laminated with; thermo fused melanine finish, scratch	
	resistant; tabletop with 3mm PVC edge banding. Pedestal; Gauge	
	22 durable metal pedestal, stretcher and; base, powder coated	
	color: Beige size: D-63cm;x200cm x 75cm	
27.	TABLE,	
	Executive Office Desk/Table (L-Shape); Material: MDF Frame	
	and Wood Veneers & solids; Color: Black with gray accent;	
	Dimension: 80cmx160cmx75cm; With side drawers (safety lock)	
Lot N	o. 4 – Sofa	
28.	SOFASET,	
26.		
	Color: Beige: Leather; 1pc. 3-seater; 2pcs. 1 seater; 1 center table;	
20	2 side tables	
29.	SOFA SET,	
	Sala Set Leather, with 1 Center Table; 3 seaters, and 2-pieces single	
	seater; color brown	
30.	SOFA SET,	
	2–3-Seater; Size: 1.80 x 0.75M; Material: PU Leather + Stainless	
	Feet Sofa	
31.	SOFA SET,	
	rattan material, 1 pc. 3-seater 72" x 30" x 30", 2 pc. single-seater	
	30" x 29" x 30", with 1 round center table 80cm diameter rattan	
	edge tempered glass top	
32.	SOFA SET,	
32.	4 Seat with Chaise (Right Facing); Width: 253 cm; Depth: 135 cm	
	Height: 91 cm; Frame: Plywood & Gmelina wood Fixed Seat	
	Cushion: Polyurethane foam; Fixed Back; cushion: Polyurethane	
22	foam; Fabric: 100% Polyester; Color: Gray	
33.	BEAN BAG,	
	Dimension: Height 46inches x Diameter 28inches; Bean	
	Requirements: 2.75kg.; Weight: 56-100kg; Size: XXXL; Color:	
	Orange, Yellow, Blue, Green, Gray, Violet	
34.	SOFA SET,	
	Measures 76"W x 34"D x 32"H; Available in Black Leather	

Attached herewith are the manufacturer's product literature(s) and certification(s) that we are authorized to sell the goods.

We certify that the foregoing information and the supporting documents are true and correct.

[Signature]
[Name of Authorized Signatory]
[Position/Title of Authorized Signatory]

#### **Omnibus Sworn Statement**

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

#### **AFFIDAVIT**

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

#### 1. Select one, delete the other:

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

#### 2. Select one, delete the other:

- a. If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;
- b. If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];
- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

#### 6. Select one, delete the rest:

- a. *If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
- b. *If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of

the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- c. *If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a. Carefully examine all of the Bidding Documents;
  - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract:
  - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to delivery certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

amended, or the Revised Penal Co	ode.
IN WITNESS WHEREOF, I have her Philippines.	reunto set my hand this day of, 20 at,
	Bidder's Representative/Authorized Signatory
execution], Philippines. Affiant/s is/are percompetent evidence of identity as define SC). Affiant/s exhibited to me his/her [in	to before me this day of [month] [year] at [place of ersonally known to me and was/were identified by me through d in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-sert type of government identification card used], with his/her on, with no and his/her Community Tax Certificate _ day of [month] [year].
Doc. No	NAME OF NOTARY PUBLIC  Serial No. of Commission  Notary Public for until  Roll of Attorneys No  PTR No [date issued], [place issued]  IBP No [date issued], [place issued]
Page No	

Book No. \_\_\_\_\_ Series of \_\_\_\_\_

[Date]

To: Tarlac State University Re: Invitation to Bid No.

#### NET FINANCIAL CONTRACTING CAPACITY

Based on our Income Tax Return and Audited Financial Statement for the Fiscal Year [YEAR], duly submitted to the Bureau of Internal Revenue, and which form part of our Bid, the summary of our firm's financial condition is as given below:

		Year [YEAR]
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

Based on the aforementioned data and the Value of Outstanding Works from the Statement of All Ongoing Government and Private Contracts, which also form part of our Bid, our Net Financial Contracting Capacity (NFCC) is:

**NFCC** = [(current asset minus current liabilities) ( $\underline{15}$ )] minus [value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid].

NFCC =

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]
[Name of Bidder or Authorized Representative]
[Position or Title]

[Date]

#### FINANCIAL BID FORM

To: Tarlac State University Re: Invitation to Bid No.

Having examined the Bidding Documents [insert if any or delete, if none: including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged], we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

If our Bid is accepted, we commit to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in ITB Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the [Name of Project] of the Tarlac State University] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the [Bidder], to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for [Name of Project] of the Tarlac State University.

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

Dated this	day of	20
[signatur	re]	[in the capacity of]
Duly authorized to sign	gn Bid for and on behalf of	

[Date]

To: Tarlac State University Re: Invitation to Bid No.

#### **SCHEDULE OF PRICES**

Item No.	Description	Qty.	Unit	Unit Price	Total Price
6.	CHAIR, Swivel Junior Executive; ergonomic swivel; mesh backrest; with arm rest; chrome leg	120	piece		
7.	CHAIR, For Conference, fixed chair type, 4-leg tubular base in mild steel, padded arm rest with black synthetic leather in fixed loop arms, black synthetic leather in seat material, mid back, 16"H x 18"W x 16"D	12	piece		
8.	CHAIR, Swivel, Executive; high backrest; mesh net with armrest; chrome leg; color: black, ergonomic swivel, with removable headrest	38	piece		
9.	CHAIR, Visitors, 63cm W x 58cm D x 81cm H, Color Fabric: Back Metal: Chrome, Item Material Backrest: 13mm thick plywood with 50mm thick foam covered with PU faux leather. Sea: 13mm thick plywood with 50mm thick foam covered with PU faux leather. Armrest: Polypropylene (Pp) Plastic. Leg: 20 x 40mm x 1.0mm thick metal tube in chrome plating finish.	2	unit		
10.	CHAIR, Gang, 4-seater, (WxDxH): 233.68cm x 63.5cm x 81.28cm; made of metal with chrome accent	14	unit		
11.	CHAIR, Stackable, Dimension: 75 x 35 x 53 (L x W x H), Black leather.	130	unit		
12.	CHAIR, Executive Swivel High Back PU Chair, Dimension: Height: 118-123cm, Seat Height: 46- 51cm, Seat Width: 53cm, Seat Depth: 53cm, Base: 86cm,Wheels: 60mm,Materials:Headrest/Backrest/ Seat/ Armrest: Doll Cotton+High Density Sponge+PU Leather Cover, Gaslift: Three Stage Electroplated Hydraulic Rod, Features: Ergonomic Chair, With Seat Slide, With Tilt/Recline, Recline Length: 150°, With Tilt-Lock Mechanism, Weight, Capacity: 150Kg, Recommended Height User: 140- 200cm, Weight: 40Kg, Packing, Size: 112*75*81cm, Warranty: 1 Year, Color: Beige+Orange	2	piece		
13.	CHAIR, Tub Armchair, Plush Cushion, made from Faux Leather, Black, Seat Depth: 66cm, L 68 cm, W 66 cm, H 71cm	2	piece		

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14.	STOOL, Five-piece floral shape cocktail ottoman SPECS- Material: Fabric, Color: Green, Red, Blue, Yellow and Light Yellow, Dimension: Diameter 48cm;	2	set		
	Height 38cm				
15.	CHAIR,	1	piece		
	Swivel Executive, ergonomic, High backrest plush				
	cushion, with headrest and armrest (plush cushion) Chrome leg; Color: Black; Dimensions: L26 x				
	(Arm to Arm) x H45 inches				
16.	TABLE,	67	piece		
	Computer Desk with Cable Management;				
	Dimension: 73 cm Width, 50 cm Depth, 75 cm Height; Max Load: 50 kg.; Color: Oak Effect				
17.	TABLE,	3	set		
	Conference with 10 Swivel Chairs; Table				
	Dimensions (LxW): 260 cm or 120" x 120 cm or				
	47"; accomodate 10 people; solid wood; one piece top; leather writing pad; weight capacity: 100 kg;				
	swivel chair: tilt lock mechanism; 30 mm chrome				
	steel base and PP Casters; Pneumatic Height				
10	Adjustments; 360 degrees	1			
18.	TABLE, Conference 12-Seater, rectangular shape, 3600mm	1	set		
	W x 1200mm D x 750mm H, tabletop: 40mm thick,				
	with wire management; material: MFC board;				
19.	accessories: adjustable glider TABLE,	1	unit		
1).	Folding 6ft Solid Top Rectangular Folding Plastic	1	uiiit		
	Table 72"" x 30"" Rectangular Table; Material:				
	Plastic Size(cm): 183 x 76 x 74; Solid top table with foldable legs 72"" x 30""; Commercial Grade 8-				
	seater capacity; Best for home and office use for				
	parties, kitchen, breakroom, pantry, catering use				
20.	TABLE,	1	set		
	Coffee Color: Rich Brown Finish over Select Veneers; Product: Dining Height: Standard, Leg or				
	Pedestal Type: Single Pedestal; Table Top Shape:				
	Round; Dimensions: Height (bottom to top): 30" H,				
	Width (side to side): 59.5" W, Depth (front to back):				
	59.5" D, Diameter: 59.5"; Features & Function: Table Seats: Up to4; Construction & Materials;				
	Case Detail: Detailed carving on legs and table				
	edge, Table Top Material: Wood, Top Description:				
	Wood, Material: Wood Veneers & Solids; Style Elements Finish Description: Rich brown color				
	finish, Design Style: Traditional, Handle &				
	Hardware Description: Ornate hardware with a dark				
21	antique looking finish, Finish Darkness: Dark Color	1	•.		
21.	TABLE, Executive L-shape Office Table with Drawers;	1	unit		
	Materials: Glass Table, MDF Frame; Dimensions:				
	Side Table: L80cmxW40cmxH74cm Mobile Ped:				
	L40cmxW40cmxH64cm Warranty: 6 Months; Finish: Black L180cmxW80cmxH76cm				
	Timon. Diack Diocenia woodmaii/oem				

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22.	TABLE,	7	unit		
	Executive with Mobile Pedestal (3 drawers); Materials: MFC Board / Metal Frame; Finish:				
	Wenge; Dimension: W1400xD600xH750 mm				
23.	TABLE,	7	piece		
23.	Executive L-Shape; Material: Wooden; Color:	,	piece		
	Wenge; Main Table Dimension: W1600 x D800 x				
	H760mm; Side Table Dimension: W1200 x D400 x				
	H600mm; with on-site assembly fee				
24.	TABLE,	1	unit		
	Executive made of wood, rectangular shaped desk,				
	cherry colored, with fixed drawers and key locks,				
	approx. size: 1600mm W x 700mm Dx 740mm H				
25	(2024)		•,		
25.	TABLE,	9	unit		
	Clerical (melamine scratch proof): Drawers with				
	safety lock; 3 left drawers; 1 center drawer; color:				
26.	wenge; Dimension (LxWxH): 100 x 49 x 75cm TABLE,	18	unit		
۷٥.	Reading made of wood color tabletop with; 1-1/8"	10	uiiit		
	thick particle Board core laminated with; thermo				
	fused melanine finish, scratch resistant; tabletop				
	with 3mm PVC edge banding. Pedestal; Gauge 22				
	durable metal pedestal, stretcher and; base, powder				
	coated color: Beige size: D-63cm;x200cm x 75cm				
27.	TABLE,	1	unit		
	Executive Office Desk/Table (L-Shape); Material:				
	MDF Frame and Wood Veneers & solids; Color:				
	Black with gray accent; Dimension:				
	80cmx160cmx75cm; With side drawers (safety				
20	lock)	1	,		
28.	SOFASET, Color: Beige: Leather; 1pc. 3-seater; 2pcs. 1 seater;	1	set		
	1 center table; 2 side tables				
29.	SOFA SET,	2	set		
27.	Sala Set Leather, with 1 Center Table; 3 seaters, and	_	500		
	2-pieces single seater; color brown				
30.	SOFA SET,	1	unit		
	2–3-Seater; Size: 1.80 x 0.75M; Material: PU				
	Leather + Stainless Feet Sofa				
31.	SOFA SET,	1	set		
	rattan material, 1 pc. 3-seater 72" x 30" x 30", 2 pc.				
	single-seater 30" x 29" x 30", with 1 round center				
	table 80cm diameter rattan edge tempered glass top				
32.	SOFA SET,	1	set		
	4 Seat with Chaise (Right Facing); Width: 253 cm;				
	Depth: 135 cm Height: 91 cm; Frame: Plywood &				
	· ·				
33		6	unit		
55.	, ·	J	, and		
	Size: XXXL; Color: Orange, Yellow, Blue, Green,				
	Gray, Violet				
34.	COEA CET			<u> </u>	
	SOFA SET,	2	set		
	Measures 76"W x 34"D x 32"H; Available in Black Leather	2	set		
33.	Gmelina wood Fixed Seat Cushion: Polyurethane foam; Fixed Back; cushion: Polyurethane foam; Fabric: 100% Polyester; Color: Gray  BEAN BAG, Dimension: Height 46inches x Diameter 28inches; Bean Requirements: 2.75kg.; Weight: 56-100kg; Size: XXXL; Color: Orange, Yellow, Blue, Green,	6	unit		

### Aggregate Bid Amount

[Signature]
[Name of Authorized Signatory]
[Position/Title of Authorized Signatory]