

PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Technical-Vocational Livelihood (TVL) Specialization Tools and Equipment for SY 2022-2023 (Rebid)

(Ref. No. DSC-23-01-006)

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Education
 REGION XII
 SCHOOLS DIVISION OF SOUTH COTABATO
 City of Koronadal

INVITATION TO BID
FOR
Supply and Delivery of Technical-Vocational Livelihood
(TVL) Specialization Learning Tools and Equipment for SY
2022-2023 (Rebid)

The *DepEd-Schools Division of South Cotabato*, through the *General Appropriations Act (GAA) FY 2023* intends to apply the sum of *Three Hundred Eighty-One Thousand Five Hundred sixty-Five Pesos (Php 381,565.60)* being the ABC to payments under the contract for *Supply and Delivery of Technical-Vocational Livelihood (TVL) Specialization Learning Tools and Equipment for SY 2022-2023 (Ref. No. DSC-23-01-006) 1 Lot*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Description			ABC
1 Lot	Supply and Delivery of Technical-Vocational Livelihood (TVL) Specialization Learning Tools and Equipment for SY 2022-2023			PhP 381,565.00
	UoM	Description	Quantity	
		A. NED NHS – Housekeeping NC11		
	1	pc	Pillow, regular size	16
	2	pc	Pillow Case, fit to Item no. 1	32
	3	Set	Sofa Set, with Center table	1
	4	Set	Matrimonial Bed, queen size with foam Bed Set, Queen Size (60x 75 inch) rectangular 10 Frame: knock-down type, all steel, powder	1

			coated including Head board, Bare weight:20 kg(minimum) No wobble and noise 20 Comes with fabric covered foam 6 inches thick Foam Density:29-33 kg/cu. m 3) No sharp edge	
	5	set	Single Bed with foam, Bed, Single Size (W36xL75 inch) rectangular 1) Frame: Knock-down type, all steel, powder coated Including Head board, Bare weight:13 kg(minimum) No wobble and noise 2) Comes with fabric covered foam 6 inches thick Foam Density: 29-33 kg/cu.m. 3)No sharp edges	1
	6	pc	Blanket, queen size	12
	7	unit	Washing Machine with Dryer, 8kg	1
	8	Unit	Refrigerator, inverted	1
	9	Set	Iron Board, type: foldable type ironing board body shape: standard material:25mm tubing approx., 0.8 mm thickness board size:32 inches (minimum) body size:120 cmx30cmx5cm color: any comes with box no sharp edges	1
	10	Pc	Iron, Metal /plastic body, Heat-Resistant Plastic Handle, Aluminum sole Overall Dimension: (Lx WxH)25 cmx12 cmx12 cm(minimum)	1

		<p>Power rating:220/240 VAC,50/60 Hz;1000 Watts (minimum) Equipped with Light Indicator, variable temperature control, Overheat Protection, Power Cord and plug to adapt Type A outlet (or providing 10A plug adapter is an option) Smooth surface, no sharp edges, Comes with English Manual that Contains: Users Guide, List of Parts, Maintenance Guide, Safety Guide. The item must be branded, with DTI-BPS certification 1 year Warranty Parts and Service With Service Centers Located in major Cities in the Philippines.</p>	
11	Pc	Single Foam, 6inch width	10
12	Pc	Bath towel, white color	12
13	Pc	Bed Pad, for single bed	4
14	Pc	Bed Pad, for queen size bed with garter at both end	2
15	Pc	White Linen (For Single bed)	4
16	Pc	White Linen (For Queen bed)	2
17	Pc	Duvet cover with filler	2
18	Unit	<p>Electric hairdryer, with concentrator nozzle Two heats setting and 1 speed (minimum) Rating:220/240 VAC, 1200 W(minimum) Body Length including nozzle:20 cm Folding handle design, with hanging ring Smooth surface, no sharp edges</p>	4

			<p>Branded, Brand name and electric rating permanently mark on the item, with DTI-BPS certification With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. With Service centers located in major cities in the Philippines. 1 year warranty (parts & service)</p>	
19	Unit	Hair iron	2	
20	Unit	Heater, Heavy duty	2	
21	Pc	Shoe Rack, wood	1	
22	Unit	Wardrobe cabinet with mirror	1	
23	Unit	Bedroom Table	1	
24	Pc	Carpet	1	
25	pc	Lampshade	2	
26	Pc	Luggage bag. Heavy duty	1	
27	Set	<p>Floor polisher, Electric floor polisher with accessories Material: Stainless steel, Aluminum Alloy Handle: Stainless tube, adjustable height 1 meter long (approximate), With Dual Switch Lever Size/Capacity:13-inch (minimum) diameter Power Supply:220/240 VAC,50/60 Hz. Power:1/3 Hp(minimum) Rotation Speed :160 rpm (minimum) Heavy duty (Royal) Power Cord Length: 12 meters (minimum) with Type</p>	1	

			<p>A plug (or providing 10A plug adapter is an option) With pair of Rubber Wheels, Smooth surface, no sharp edges Comes with pad holder, 2 pcs -polishing brush and 3 pcs -floor polishing pads Includes User's Manual in English which contains:</p> <ol style="list-style-type: none"> a. A Diagram of the Parts with their Names, b. Operating Procedures on how to use the Equipment, c. Safety Precautions when using the Equipment, d. Basic Troubleshooting and Maintenance Procedures <p>Branded, Brand name and electric rating permanently mark on the item, With 1 year Warranty Parts and Service The offered brand of the item must be an international brand with at least 5 years presence at the local market and global presence in the USA, Europe or in Japan market.</p>		
28	Set	Towel Rack		2	
29	Pc	Hand Towel		26	

	30	Pc	Absorbent Mop, Mop, handle and mop head set, refillable head Handle: Aluminum or anti-rust coated steel, with hard/stiff plastic mop head holder, clip type with tightening knob Overall Handle Dimension: 130 x19 cm(minimum) Mop head: Cotton thread/yarn, sewn tailband, L 34 x 16x4 cm (minimum), White Handle: Plated Steel Tube or Wood, Length: 40 (minimum), No sharp edges	3
	B. JOSE D. ESCOBILLO NHS – AGRICULTURE NC II			
	1	Pc	Grafting Knife	25
	2	Pc	Bolo, Garden Bolo Material: Forged Steel, Carbon steel Overall Length; 17 inches Blade length: 12 inches Thickness: 1/8 inch. Width: 2 ¼ inches widest 1 ¾ inches narrowest Handle: hardwood with metal bolster Head weight: 1 kg Comes with hardwood handle Comes with carton box Rust free	20
	3	Pc	Basin, Plastic	25
	4	Pc	Broom stick	25
	5	Pc	Pail, Plastic, 12liter	25
	6	Pc	Pruning Saw	25
	7	Pc	Kitchen Knife	25
	8	Pc	Cutter	25
	9	Pc	Pliers	25
	10	Pc	Pruning Shears	25
	11	Pc	Steel Bar (Bar)	25
	12	Pc	Pick Mattock	15
	13	Pc	Hole Digger	5

	14	Pc	Garden Hoe, Hoe Material: Carbon steel, 1/16 inch thick Draw hoe type: Hoe length: 6 ½ inch Hoe width: 4 ½ inch Length: at least 48 inches Handle: Hardwood Branded	10
	15	Pc	Shovel Flat, Type: round nose Material: high carbon steel plate Blade thickness: 1.9 mm Handle type and material: D-type, hardwood Width blade: 8.5 inches Handle length: 29 inches Overall length: 40 inches Must be branded	15
	16	Pc	Wooden Crates	10
	17	Pc	Plastic Crates	10
	18	Pc	Ladder (Power step aluminum twin, 5ft), Material: Aluminum U channel Capacity: 250 lbs. Type: Flat form type Number of step: 6 Reach Height: 6 to 8 feet Width: 15 inches Spread: 4 feet	1
	19	pc	Hand Trowel, Type: Garden Trowel Material: Carbon Steel Thickness: 0.80 mm Blade width: 8 cm Blade length: 13 cm Length including handle: 30 mm Branded	25
	20	Pc	Hard Hat	10
	21	Pc	Measuring Cup, 200 ml, Material: Translucent plastic Capacity: 250 ml Graduation: 25 ml Inner dimension:	23

	22	pc	Sprinkler, Material: Hard plastic, 1.5 mm thick Capacity: 12 liters Comes with handle and spout Non toxic Branded	10
	23	Pc	Scissors, 8 inches	25
	24	Pc	Rake, Material: Forged carbon Steel Tine number: 10 to tine Handle length: 4 ft. Tine height: 2 ¾ inches Comes with hard wood handle Design with welded blade socket Garden rake type	25
	25	Unit	Soil Moisture and Ph Meter, Portable digital pen type; with retractable electrode; water proof with one bottle of pH 7.0 buffer solution Features a bold LCD display of pH Supplied with protective cap, calibration screwdriver, portable hard carry case and battery Operation manual (instruction and lab manual) Measures the pH of a substance or solution indicating	3
	26	Unit	Wheel barrow	2
	27	Pc	Petri Dish, Type: Glass Pyrex Body shape: circular Inside diameter: 150 mm Depth: 17 mm Thickness: 1.5 mm Comes with optically clear and flat bottom Comes with cartoon box Must be branded	10
	28	Pc	Calculator, 12 digits dual power	15

29	Unit	Puncher (PS-1120 assorted)	10
30	Pc	Seedling Trays with different hole (128 holes), Type: plastic Body shape: Rectangular Material: Hard Plastic Length: 24 inches Width: 1.2 inches Depth: 1.5 inches Capacity: 100 seedlings Hole Diameter: 1.5 inches No damage Must be painted Packing optional Branded	15
31	Meter	Agri Bag, Plastic	15
32	Sacks	Growing Media	15
33	Pc	PE Bag with different size	15
34	Bottle	ANAA rooting hormone	5
35	Meter	Fish Net	25
36	Pc	Plastic Strainer	25
37	Kilo	Mulch Film 4ftx20m	25
38	Sack	Fertilizer, 50kg (Urea)	1
39	Kilo	Mega-Boom Flower inducer	2
40	Unit	Standard White Board	1
41	Bottle	Pesticides	2
42	Unit	Seed boxes	10
43	Pc	Assorted Seedling	25
44	Kg	Detergent Soap	2
45	Roll	Rope	6
46	Box	Rubber Bond #33	8
47	Box	Clips	6
48	Set	First Aid Supplies	1
49	Roll	Strings	5
50	Roll	Plastic Twine	5
51	Pc	Paint Brush	25
52	Pc	Meter Stick, Material: Wooden meter stick Length: 1 meter	10
53	Pc	Measuring tape	21
54	pc	Sharpening Stones	21

1. The *DepEd-Schools Division of South Cotabato* now invites bids for the above Procurement Project. Delivery of the Goods is required **thirty (30) calendar days from the receipt of Notice to Proceed**. 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.
 - a. 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 Secretariat Office, DepEd-Schools Division of South Cotabato, Alunan Avenue, Koronadal City*** and inspect the Bidding Documents at the address given below during Mondays to Fridays, 8:00am to 5:00pm.
4. A complete set of Bidding Documents may be acquired by interested Bidders on ***February 17, 2023 to February 27, 2023*** 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 Five Hundred Pesos (P500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to ***BAC Office, DepEd–Schools Division of South Cotabato***.

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.
5. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before ***February 27, 2023, 10:00 AM***. Late bids shall not be accepted.
6. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
7. Bid opening shall be on ***February 27, 2023, 10:00 AM*** at the given address below Bids and Awards Committee Office, DepEd Schools Division of South Cotabato, Alunan Avenue, Koronadal City and/or via Google Meet or Zoom. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
8. The ***DepEd-Schools Division of South Cotabato*** 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.

9. For further information, please refer to:

RODEL H. CATUBAY

BAC Secretariat Head

DepEd-Schools Division of South Cotabato

Alunan Avenue, Koronadal City

Tel.no. 083 228 9224

Email address: bac.southcotabato@deped.gov.ph

10. You may visit the following websites:

For downloading of Bidding Documents: <http://depedsouthcotabato.org/invitation-to-bid/>

For online bid submission: *email address:* bac.southcotabato@deped.gov.ph

JASMIN P. ISLA
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **DepEd-Schools Division of South Cotabato** wishes to receive Bids for the **Supply and Delivery of Technical-Vocational Livelihood (TVL) Specialization Learning Tools and Equipment for SY 2022-2023**, with identification number *DSC-23-01-006*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *GAA 2023* in the amount of *Three Hundred Eighty-One Thousand Five Hundred Sixty-Five Pesos (Php 381,565.00)*.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.
SUB-ARO NO. OSEC-12-22-0364
SUB-ARO NO. OSEC-12-22-0473

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.
 - a. 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **(No Pre-Bid) at BAC Office, DepEd, School Division of South Cotabto, Alunan Ave., Koronadal City** and/or through videoconferencing/webcasting via Google Meet or Zoom as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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 the **BDS**.
- 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 the **BDS**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *April 5, 2022*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

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

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
 - 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
 - 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,*}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.*}*

21. Signing of the Contract

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

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and Delivery of Technical Vocational Learning (TVL) Specialization Tools and Equipment for SY 2022-2023. b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable.</i>
12	The price of the Goods shall be quoted DDP <i>within the Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Seven Thousand Six Hundred Thirty-One Pesos and Thirty Centavos (Php 7,631.30) [(2%) of ABC], 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 Nineteen Thousand Seventy-Eight Pesos and Twenty-Five Centavos (Php 19,078.25) [(5%) of ABC] if bid security is in Surety Bond.
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p>Supply and Delivery of Technical Vocational Learning (TVL) Specialization Tools and Equipment for SY 2022-2023</p> <p>1 lot</p> <p>ABC: P 381,565.00</p>
20.2	<i>Not Applicable</i>
21.2	<i>Not applicable.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered DepEd, Schools Division Office of South Cotabato, Alunan Avenue, Koronadal City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered DepEd, Schools Division Office of South Cotabato, Alunan Avenue, Koronadal City. 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>Mila A. De Leon/Mr. Ray O. Lloren</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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<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>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>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.</p>
4	<p>The inspections and tests that will be conducted are: <i>BAC Inspectorates</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.

Lot No.	UoM	Description	Quantity	Unit Cost	Total	Delivered Weeks/ Monthly
1	Lot	Supply and Delivery of Technical Vocational Livelihood (TVL) Specialization Tools and Equipment for SY 2022-2023	1		P 381,565.00	30 Calendar days
	A. NED NHS – HOUSEKEEPING NC II					
1	pc	Pillow, regular size	16	320.00		
2	pc	Pillow Case, fit to Item no. 1	32	120.00		
3	Set	Sofa Set, with Center table	1	25,000.00		
4	Set	Matrimonial Bed, queen size with foam Bed Set, Queen Size (60x 75 inch) rectangular 10 Frame: knock-down type, all steel, powder coated including Head board, Bare weight:20 kg(minimum) No wobble and noise 20 Comes with fabric covered foam 6 inches thick Foam Density:29-33 kg/cu. m 3) No sharp edge	1	25,000.00		
5	set	Single Bed with foam, Bed, Single Size (W36xL75 inch) rectangular 1) Frame: Knock-down type, all steel, powder coated Including Head board, Bare weight:13 kg(minimum) No wobble and noise 2) Comes with fabric covered foam 6 inches thick Foam Density: 29-33 kg/cu.m. 3)No sharp edges	1	12,000.00		
6	pc	Blanket, queen size	12	300.00		
7	unit	Washing Machine with Dryer, 8kg	1	10,000.00		

8	Unit	Refrigerator, inverted	1	20,000.00		
9	Set	Iron Board, type: foldable type ironing board body shape: standard material:25mm tubing approx., 0.8 mm thickness board size:32 inches (minimum) body size:120 cmx30cmx5cm color: any comes with box no sharp edges	1	800.00		
10	Pc	Iron, Metal /plastic body, Heat-Resistant Plastic Handle, Aluminum sole Overall Dimension: (Lx WxH)25 cmx12 cmx12 cm(minimum) Power rating:220/240 VAC,50/60 Hz;1000 Watts (minimum) Equipped with Light Indicator, variable temperature control, Overheat Protection, Power Cord and plug to adapt Type A outlet (or providing 10A plug adapter is an option) Smooth surface, no sharp edges, Comes with English Manual that Contains: Users Guide, List of Parts, Maintenance Guide, Safety Guide. The item must be branded, with DTI-BPS certification 1 year Warranty Parts and Service With Service Centers Located in major Cities in the Philippines.	1	1,000.00		
11	Pc	Single Foam, 6inch width	10	3,500.00		
12	Pc	Bath towel, white color	12	300.00		
13	Pc	Bed Pad, for single bed	4	300.00		
14	Pc	Bed Pad, for queen size bed with garter at both end	2	500.00		
15	Pc	White Linen (For Single bed)	4	400.00		
16	Pc	White Linen (For Queen bed)	2	500.00		
17	Pc	Duvet cover with filler	2	1,000.00		
18	Unit	Electric hairdryer , with concentrator nozzle	4	1,000.00		

		Two heats setting and 1 speed (minimum) Rating:220/240 VAC, 1200 W(minimum) Body Length including nozzle:20 cm Folding handle design, with hanging ring Smooth surface, no sharp edges Branded, Brand name and electric rating permanently mark on the item, with DTI-BPS certification With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. With Service centers located in major cities in the Philippines. 1 year warranty (parts &service)				
19	Unit	Hair iron	2	1,300.00		
20	Unit	Heater, Heavy duty	2	500.00		
21	Pc	Shoe Rack, wood	1	800.00		
22	Unit	Wardrobe cabinet with mirror	1	8,000.00		
23	Unit	Bedroom Table	1	500.00		
24	Pc	Carpet	1	1,000.00		
25	pc	Lampshade	2	500.00		
26	Pc	Luggage bag. Heavy duty	1	1,500.00		
27	Set	Floor polisher, Electric floor polisher with accessories Material: Stainless steel, Aluminum Alloy Handle: Stainless tube, adjustable height 1 meter long (approximate), With Dual Switch Lever Size/Capacity:13-inch (minimum) diameter Power Supply:220/240 VAC,50/60 Hz. Power:1/3 Hp(minimum) Rotation Speed :160 rpm (minimum) Heavy duty (Royal) Power Cord Length: 12 meters (minimum) with Type A plug (or providing 10A plug adapter is an option)	1	22,000.00		

		<p>With pair of Rubber Wheels, Smooth surface, no sharp edges</p> <p>Comes with pad holder, 2 pcs -polishing brush and 3 pcs - floor polishing pads</p> <p>Includes User's Manual in English which contains:</p> <p>a. A Diagram of the Parts with their Names,</p> <p>b. Operating Procedures on how to use the Equipment,</p> <p>c. Safety Precautions when using the Equipment,</p> <p>d. Basic Troubleshooting and Maintenance Procedures</p> <p>Branded, Brand name and electric rating permanently mark on the item,</p> <p>With 1 year Warranty Parts and Service</p> <p>The offered brand of the item must be an international brand with at least 5 years presence at the local market and global presence in the USA, Europe or in Japan market.</p>				
28	Set	Towel Rack	2	500.00		
29	Pc	Hand Towel	26	50.00		
30	Pc	<p>Absorbent Mop, Mop, handle and mop head set, refillable head</p> <p>Handle: Aluminum or anti-rust coated steel, with hard/stiff plastic mop head holder, clip type with tightening knob</p> <p>Overall Handle Dimension: 130 x19 cm(minimum)</p> <p>Mop head: Cotton thread/yarn, sewn tailband, L 34 x 16x4 cm (minimum), White</p> <p>Handle: Plated Steel Tube or Wood, Length: 40 (minimum),</p> <p>No sharp edges</p>	3	300.00		
B. JOSE D. ESCOBILLO NHS – AGRICULTURAL NC II						
1	Pc	Grafting Knife	25	250.00		
2	Pc	Bolo, Garden Bolo	20	800.00		

		Material: Forged Steel, Carbon steel Overall Length; 17 inches Blade length: 12 inches Thickness: 1/8 inch. Width: 2 ¼ inches widest 1 ¾ inches narrowest Handle: hardwood with metal bolster Head weight: 1 kg Comes with hardwood handle Comes with carton box Rust free				
3	Pc	Basin, Plastic	25	55.00		
4	Pc	Broom stick	25	25.00		
5	Pc	Pail, Plastic, 12liter	25	158.00		
6	Pc	Pruning Saw	25	310.00		
7	Pc	Kitchen Knife	25	140.00		
8	Pc	Cutter	25	45.00		
9	Pc	Pliers	25	120.00		
10	Pc	Pruning Shears	25	150.00		
11	Pc	Steel Bar (Bar)	25	160.00		
12	Pc	Pick Mattock	15	320.00		
13	Pc	Hole Digger	5	1,500.00		
14	Pc	Garden Hoe, Hoe Material: Carbon steel, 1/16 inch thick Draw hoe type: Hoe length: 6 ½ inch Hoe width: 4 ½ inch Length: at least 48 inches Handle: Hardwood Branded	10	500.00		
15	Pc	Shovel Flat, Type: round nose Material: high carbon steel plate Blade thickness: 1.9 mm Handle type and material: D- 470.00type, hardwood Width 350.00blade: 8.5 inches Handle length: 29 inches Overall length: 40 inches Must be branded	15	590.00		
16	Pc	Wooden Crates	10	470.00		
17	Pc	Plastic Crates	10	350.00		
18	Pc	Ladder (Power step aluminum twin, 5ft), Material: Aluminum U channel Capacity: 250 lbs. Type: Flat form type Number of step: 6 Reach Height: 6 to 8 feet	1	1,680.00		

		Width: 15 inches Spread: 4 feet				
19	Pc	Hand Trowel, Type: Garden Trowel Material: Carbon Steel Thickness: 0.80 mm Blade width: 8 cm Blade length: 13 cm Length including handle: 30 mm Branded	25	150.00		
20	Pc	Hard Hat	10	260.00		
21	Pc	Measuring Cup, 200 ml, Material: Translucent plastic Capacity: 250 ml Graduation: 25 ml Inner dimension:	23	55.00		
22	Pc	Sprinkler, Material: Hard plastic, 1.5 mm thick Capacity: 12 liters Comes with handle and spout Non toxic Branded	10	245.00		
23	Pc	Scissors, 8 inches	25	89.00		
24	Pc	Rake, Material: Forged carbon Steel Tine number: 10 to tine Handle length: 4 ft. Tine height: 2 ¾ inches Comes with hard wood handle Design with welded blade socket Garden rake type	25	250.00		
25	Unit	Soil Moisture and Ph Meter, Portable digital pen type; with retractable electrode; water proof with one bottle of pH 7.0 buffer solution Features a bold LCD display of pH Supplied with protective cap, calibration screwdriver, portable hard carry case and battery Operation manual (instruction and lab manual) Measures the pH of a substance or solution indicating	3	889.00		
26	Unit	Wheel barrow	2	3,500.00		
27	Pc	Petri Dish, Type: Glass Pyrex Body shape: circular	10	180.00		

		Inside diameter: 150 mm Depth: 17 mm Thickness: 1.5 mm Comes with optically clear and flat bottom Comes with cartoon box Must be branded				
28	Pc	Calculator, 12 digits dual power	15	175.00		
29	Unit	Puncher (PS-1120 assorted)	10	65.00		
30	Pc	Seedling Trays with different hole (128 holes), Type: plastic Body shape: Rectangular Material: Hard Plastic Length: 24 inches Width: 1.2 inches Depth: 1.5 inches Capacity: 100 seedlings Hole Diameter: 1.5 inches No damage Must be painted Packing optional Branded	15	200.00		
31	Meter	Agri Bag, Plastic	15	135.00		
32	Sacks	Growing Media	15	180.00		
33	Pc	PE Bag with different size	15	311.00		
34	Bottle	ANAA rooting hormone	5	150.00		
35	Meter	Fish Net	25	70.00		
36	Pc	Plastic Strainer	25	38.00		
37	Kilo	Mulch Film 4ftx20m	25	104.00		
38	Sack	Fertilizer, 50kg (Urea)	1	2,700.00		
39	Kilo	Mega-Boom Flower inducer	2	235.00		
40	Unit	Standard White Board	1	394.00		
41	Bottle	Pesticides	2	800.00		
42	Unit	Seed boxes	10	450.00		
43	Pc	Assorted Seedling	25	85.00		
44	Kg	Detergent Soap	2	120.00		
45	Roll	Rope	6	120.00		
46	Box	Rubber Bond #33	8	300.00		
47	Box	Clips	6	100.00		
48	Set	First Aid Supplies	1	3,100.00		
49	Roll	Strings	5	100.00		
50	Roll	Plastic Twine	5	120.00		
51	Pc	Paint Brush	25	35.00		
52	Pc	Meter Stick, Material: Wooden meter stick Length: 1 meter	10	75.00		
53	Pc	Measuring tape	21	24.00		
54	pc	Sharpening Stones	21	50.00		

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST</i>
--

<i>(AGENCY)</i>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>TOTAL</i> <i>(Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids

be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

Technical Specifications

Item	Specification			Statement of Compliance	
1 Lot	Supply and Delivery of Technical Vocational Livelihood (TVL) Specialization Tools and Equipment for SY 2022-2023			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to</i></p>	
	UoM	Description	Quantity		
	A. NED NHS – HOUSEKEEPING NCH				
	1	pc	Pillow, regular size		16
	2	pc	Pillow Case, fit to Item no. 1		32
	3	Set	Sofa Set, with Center table		1
	4	Set	Matrimonial Bed, queen size with foam Bed Set, Queen Size (60x 75 inch) rectangular 10 Frame: knock-down type, all steel, powder coated including Head board, Bare weight:20 kg(minimum) No wobble and noise 20 Comes with fabric covered foam 6 inches thick Foam Density:29-33 kg/cu. m 3) No sharp edge	1	
	5	set	Single Bed with foam, Bed, Single Size (W36xL75 inch) rectangular 1) Frame: Knock-down type, all steel, powder coated Including Head board, Bare weight:13 kg(minimum) No wobble and noise 2) Comes with fabric covered foam 6 inches thick Foam Density: 29-33 kg/cu.m.	1	

		3)No sharp edges		<i>the applicable laws and issuances.]</i>
6	pc	Blanket, queen size	12	
7	unit	Washing Machine with Dryer, 8kg	1	
8	Unit	Refrigerator, inverted	1	
9	Set	Iron Board, type: foldable type ironing board body shape: standard material:25mm tubing approx., 0.8 mm thickness board size:32 inches (minimum) body size:120 cmx30cmx5cm color: any comes with box no sharp edges	1	
10	Pc	Iron, Metal /plastic body, Heat-Resistant Plastic Handle, Aluminum sole Overall Dimension: (Lx WxH)25 cmx12 cmx12 cm(minimum) Power rating:220/240 VAC,50/60 Hz;1000 Watts (minimum) Equipped with Light Indicator, variable temperature control, Overheat Protection, Power Cord and plug to adapt Type A outlet (or providing 10A plug adapter is an option) Smooth surface, no sharp edges, Comes with English Manual that Contains: Users Guide, List of Parts, Maintenance Guide, Safety Guide. The item must be branded, with DTI-BPS certification 1 year Warranty Parts and Service	1	

		With Service Centers Located in major Cities in the Philippines.	
11	Pc	Single Foam, 6inch width	10
12	Pc	Bath towel, white color	12
13	Pc	Bed Pad, for single bed	4
14	Pc	Bed Pad, for queen size bed with garter at both end	2
15	Pc	White Linen (For Single bed)	4
16	Pc	White Linen (For Queen bed)	2
17	Pc	Duvet cover with filler	2
18	Unit	<p>Electric hairdryer, with concentrator nozzle Two heats setting and 1 speed (minimum) Rating:220/240 VAC, 1200 W(minimum) Body Length including nozzle:20 cm Folding handle design, with hanging ring Smooth surface, no sharp edges Branded, Brand name and electric rating permanently mark on the item, with DTI-BPS certification With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. With Service centers located in major cities in the Philippines. 1 year warranty (parts &service)</p>	4
19	Unit	Hair iron	2
20	Unit	Heater, Heavy duty	2
21	Pc	Shoe Rack, wood	1

	22	Unit	Wardrobe cabinet with mirror	1	
	23	Unit	Bedroom Table	1	
	24	Pc	Carpet	1	
	25	pc	Lampshade	2	
	26	Pc	Luggage bag. Heavy duty	1	
	27	Set	<p>Floor polisher, Electric floor polisher with accessories Material: Stainless steel, Aluminum Alloy Handle: Stainless tube, adjustable height 1 meter long (approximate), With Dual Switch Lever Size/Capacity:13-inch (minimum) diameter Power Supply:220/240 VAC,50/60 Hz. Power:1/3 Hp(minimum) Rotation Speed :160 rpm (minimum) Heavy duty (Royal) Power Cord Length: 12 meters (minimum) with Type A plug (or providing 10A plug adapter is an option) With pair of Rubber Wheels, Smooth surface, no sharp edges Comes with pad holder, 2 pcs - polishing brush and 3 pcs -floor polishing pads Includes User's Manual in English which contains: a. A Diagram of the Parts with their Names, b. Operating Procedures on how to use the Equipment, c. Safety Precautions when using the Equipment,</p>	1	

		d. Basic Troubleshooting and Maintenance Procedures Branded, Brand name and electric rating permanently mark on the item, With 1 year Warranty Parts and Service The offered brand of the item must be an international brand with at least 5 years presence at the local market and global presence in the USA, Europe or in Japan market.	
28	Set	Towel Rack	2
29	Pc	Hand Towel	26
30	Pc	Absorbent Mop, Mop, handle and mop head set, refillable head Handle: Aluminum or anti-rust coated steel, with hard/stiff plastic mop head holder, clip type with tightening knob Overall Handle Dimension: 130 x19 cm(minimum) Mop head: Cotton thread/yarn, sewn tailband, L 34 x 16x4 cm (minimum), White Handle: Plated Steel Tube or Wood, Length: 40 (minimum), No sharp edges	3
		B. JOSE C. ESCOBILLO NHS – AGRICULTURAL NCII	
1	Pc	Grafting Knife	25
2	Pc	Bolo, Garden Bolo Material: Forged Steel, Carbon steel Overall Length; 17 inches Blade length: 12 inches Thickness: 1/8 inch.	20

		Width: 2 ¼ inches widest 1 ¾ inches narrowest Handle: hardwood with metal bolster Head weight: 1 kg Comes with hardwood handle Comes with carton box Rust free	
3	Pc	Basin, Plastic	25
4	Pc	Broom stick	25
5	Pc	Pail, Plastic, 12liter	25
6	Pc	Pruning Saw	25
7	Pc	Kitchen Knife	25
8	Pc	Cutter	25
9	Pc	Pliers	25
10	Pc	Pruning Shears	25
11	Pc	Steel Bar (Bara)	25
12	Pc	Pick Mattock	15
13	Pc	Hole Digger	5
14	Pc	Garden Hoe, Hoe Material: Carbon steel, 1/16 inch thick Draw hoe type: Hoe length: 6 ½ inch Hoe width: 4 ½ inch Length: at least 48 inches Handle: Hardwood Branded	10
15	Pc	Shovel Flat, Type: round nose Material: high carbon steel plate Blade thickness: 1.9 mm Handle type and material: D- 470.00type, hardwood Width 350.00blade: 8.5 inches Handle length: 29 inches Overall length: 40 inches Must be branded	15
16	Pc	Wooden Crates	10
17	Pc	Plastic Crates	10
18	Pc	Ladder (Power step aluminum twin, 5ft),	1

			Material: Aluminum U channel Capacity: 250 lbs. Type: Flat form type Number of step: 6 Reach Height: 6 to 8 feet Width: 15 inches Spread: 4 feet	
19	pc		Hand Trowel, Type: Garden Trowel Material: Carbon Steel Thickness: 0.80 mm Blade width: 8 cm Blade length: 13 cm Length including handle: 30 mm Branded	25
20	Pc		Hard Hat	10
21	Pc		Measuring Cup, 200 ml, Material: Translucent plastic Capacity: 250 ml Graduation: 25 ml Inner dimension:	23
22	pc		Sprinkler, Material: Hard plastic, 1.5 mm thick Capacity: 12 liters Comes with handle and spout Non toxic Branded	10
23	Pc		Scissors, 8 inches	25
24	Pc		Rake, Material: Forged carbon Steel Tine number: 10 to tine Handle length: 4 ft. Tine height: 2 ¾ inches Comes with hard wood handle Design with welded blade socket Garden rake type	25
25	Unit		Soil Moisture and Ph Meter, Portable digital pen type; with retractable electrode; water proof with one bottle of pH 7.0 buffer solution	3

		Features a bold LCD display of pH Supplied with protective cap, calibration screwdriver, portable hard carry case and battery Operation manual (instruction and lab manual) Measures the pH of a substance or solution indicating	
26	Unit	Wheel barrow	2
27	Pc	Petri Dish, Type: Glass Pyrex Body shape: circular Inside diameter: 150 mm Depth: 17 mm Thickness: 1.5 mm Comes with optically clear and flat bottom Comes with cartoon box Must be branded	10
28	Pc	Calculator, 12 digits dual power	15
29	Unit	Puncher (PS-1120 assorted)	10
30	Pc	Seedling Trays with different hole (128 holes), Type: plastic Body shape: Rectangular Material: Hard Plastic Length: 24 inches Width: 1.2 inches Depth: 1.5 inches Capacity: 100 seedlings Hole Diameter: 1.5 inches No damage Must be painted Packing optional Branded	15
31	Meter	Agri Bag, Plastic	15
32	Sacks	Growing Media	15
33	Pc	PE Bag with different size	15
34	Bottle	ANAA rooting hormone	5

	35	Meter	Fish Net	25	
	36	Pc	Plastic Strainer	25	
	37	Kilo	Mulch Film 4ftx20m	25	
	38	Sack	Fertilizer, 50kg (Urea)	1	
	39	Kilo	Mega-Boom Flower inducer	2	
	40	Unit	Standard White Board	1	
	41	Bottle	Pesticides	2	
	42	Unit	Seed boxes	10	
	43	Pc	Assorted Seedling	25	
	44	Kg	Detergent Soap	2	
	45	Roll	Rope	6	
	46	Box	Rubber Bond #33	8	
	47	Box	Clips	6	
	48	Set	First Aid Supplies	1	
	49	Roll	Strings	5	
	50	Roll	Plastic Twine	5	
	51	Pc	Paint Brush	25	
	52	Pc	Meter Stick, Material: Wooden meter stick Length: 1 meter	10	
	53	Pc	Measuring tape	21	
	54	pc	Sharpening Stones	21	

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- (1) government procurement activities for the same item or product.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant*

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

