



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

INVITATION TO BID
FOR
NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS

Supply and Delivery of Learning Resources Supplies and Equipment for the Development of Radio-Based Lessons, Video Lessons, Interactive and Print Materials

1. The Department of Education of Schools Division of South Cotabato intends to procure **Supply and Delivery of Learning Resources Supplies and Equipment for the Development of Radio-Based Lessons, Video Lessons, Interactive and Print Materials (Ref. No. DSC-23-08-098)** or the DepEd SDO of South Cotabato with an Approved Budget for the Contract (ABC) of Two Million Two Hundred Three Thousand Nine Hundred Fifty Pesos (Php2,203,950.00).
2. The Department of Education, Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at the address given below from 16 December 2023 to 20 December 2023, Monday to Friday, at 8:00AM to 5:00PM.

5. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before 10:00 AM of 20 December 2023. Late submission shall not be accepted.
6. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

A. Eligibility and Technical Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b) Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to **Supply and Delivery of Learning Resources Supplies and Equipment for the Development of Radio-Based Lessons, Video Lessons, Interactive and Print Materials** which shall be completed within the last 5 years prior to the date of submission of the best and final offer.
- c) Bid Security in any of the following form as prescribed under the 2016 revised IRR of RA 9184:
 - i. In case of cash, Manager’s Check, Bank Guarantee (2% of the ABC or PhP 44,079.00).
 - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC or PhP110,197.50)
 - iii. Bid Securing Declaration.
- d) Conformity with the Schedule of Requirements (Annex “A”);
- e) Conformity with the Technical Specifications (Annex “B”);
- f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary’s Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by 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.
- g) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

B. Financial Documents

h) Bid Form

i) Price Schedule

8. The Special Conditions of the Contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accord


JASMIN P. ISLA
BAC Chairperson

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 Learning Resources Supplies and Equipment for the Development of Radio-Based Lessons, Video Lessons, Interactive and Print Materials | 1 | | P 2,203,950.00 | 10 Calendar days upon receipt of NTP |
| Unit | Graphic Tablet Specifications: <ul style="list-style-type: none"> • 18.77 x 10.56" Active Area or higher • 22" Full HD 1920 x 1080 IPS Display • 250 cd/m² Brightness • 178° Viewing Angles • 1200:1 Contrast Ratio • 16.7 Million Colors or higher • Stylus with 8192 Pressure Levels • USB Type-C Video Interface | | 22 | 34,000.00 | 748,000.00 | |
| Unit | LAPTOP Specifications: <ul style="list-style-type: none"> • Processor: 8M Cache, up to 4.2 GHz, 4 cores • Memory: 8GB DDR4 on board, 16GB, Memory Max Up to 16GB or Higher • Monitor: 14-15" FHD • Resolution: FHD 1920 x 1080 • Graphics Memory capacity: 2GB • Storage: 1TB SSD Capacity • Audio: Built-In speaker, 3.5mm Audio Jack • Connectivity: Wi-Fi 6 Wireless LAN, Gigabit Ethernet • Ports: HDMI, USB 3.2 Gen 1 Port, Rj45, Headphone | | 16 | 49,500.00 | 792,000.00 | |

| | | | | | |
|--------|---|---|-----------|-----------|--|
| | <ul style="list-style-type: none"> ● OS: Windows 11 Pro 64bit Inclusion: ● Microsoft Office Apps (Word, Excel, PowerPoint) ● Charger ● Mouse Bag | | | | |
| Unit | <p>Portable Speaker</p> <ul style="list-style-type: none"> ● Amplifier – 2.1 Channels or more 200 Watts RMS ● Connections – USB, Bluetooth (ver. 5.1), 2 or more Microphone Input (6.3mm) ● Playable File Format – MP3, WMA ● Battery – Capacity of 88Wh, Charging Time of 3.5Hr and with Life of 18Hrs <p>With Telescopic Handle and Wheels</p> | 2 | 32,000.00 | 64,000.00 | |
| Unit | <p>Video Camera</p> <p>Effective Pixels: 24.2MP ISO Min: 100 ISO Max: 12800 Image Format: JPEG RAW Sensor Type: CMOS Sensor Size: 23.2 x 15.4mm Video Res.: Full HD Video Format: MPEG-4, H.264 Shutter: 1/4000s Auto Focus Lens Mount: F Touch Screen Viewfinder: Optical Connectivity: Bluetooth, HDMI, USB, NFC, Wi-Fi</p> | 2 | 40,000.00 | 80,000.00 | |
| pieces | <p>Lapel Wireless Microphone for DSLR</p> <p>Communication System: Bluetooth Standard Ver. 3.0 Communication Distance: Approx. 164 feet Continued Use: Approx. 3 hours or more Earphone Jack: 3.5mm mini-jack Clip: Yes Sound Function: Mixing (mono and stereo, mono and mono), Sound Delay Suppressive function, Eco Cancellation, Noise Cancellation, Popping sound cancellation</p> | 5 | 10,000.00 | 50,000.00 | |

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|-------|---|----|-----------|------------|--|
| | Sound Input: Monaural input via microphone, stereo input via External ME-1 stereo microphone Audio Interface: Stereo/dual-mono audio codec, analogue audio input, Analogue audio output | | | | |
| unit | Heavy Duty Video Camcorder Aluminum Alloy tripod with Fluid Drag Head for DSLR/SLR Camera Adjustable Height: 80-160 cm (black) Tripod Material: aluminum alloy Bowl Diameter: 75mm Fold Height: 800mm Unfolding Height: 160mm Load: 10kg Gimbal Type: Hydraulic damping gimbal head No. of Tripod Sections: 3 Foot Tube Diameter: 14-18mm | 2 | 13,995.00 | 27,990.00 | |
| unit | Video Tripod Kit 11 lb/5 kg Video Head Payload capacity, sliding balance plate, 34.4 to 72.6" Height Range, Continuous Plan drag/Fixed Tilt Drag, 2 x Retracting Locating Pins on Plate, 60mm leveling ball, 2-stage tripod with mid-level spreader, Independent Twist-Lock Leg Adjustment, Dual Spiked Feet and Rubber Feet, Padded Carrying Case | 2 | 9,990.00 | 19,980.00 | |
| piece | SD Card UHS Class 3 128GB Sdsdunb-128G-GN6IN-class 10 Ultra SDXC, SDUNB 128 GB, C10, UHS 1, 140MB/sR, 4x6, 10Y | 12 | 890.00 | 10,680.00 | |
| Unit | A3 Tank Printer Printer Type: Printer Type: Print, Scan, Copy, Fax with ADF Printing Technology: Print Direction: Bi-directional printing Nozzle Configuration: 800 x 1 nozzles Black, 256 x 1 nozzles per colour (Cyan, Magenta, Yellow) Maximum Resolution: 4800 x 2400 dpi Automatic 2-sided Printing: Yes (up to A3) | 3 | 49,500.00 | 148,500.00 | |

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| <p>Print Speed: Photo Default - 10 x 15 cm / 4 x 6 " *1:Approx. 43 sec per photo (Border) / 52 sec per photo (Borderless)*2 Draft, A4 (Black / Colour):Up to 32.0 ppm / 22.0 ppm *2 ISO 24734, A4 Simplex (Black / Colour):Up to 25.0 ipm / 12.0 ipm *2 ISO 24734, A4 Duplex (Black / Colour):Up to 16.0 ipm / 9.0 ipm *2 ISO 24734, A3 Simplex (Black / Colour):Up to 13.5 ipm / 6.0 ipm *2 ISO 24734, A3 Duplex (Black / Colour):Up to 10.0 ipm / 5.0 ipm *2 Copy Function: Reduction / Enlargement:25 - 400% Maximum Copy Size:A3 Copy Resolution:600 x 600 dpi Max Copies:999 copies ADF Specifications: Support Paper Thickness:64-95 g/m² Paper Capacity:50 sheets Paper Handling: Number of Paper Trays:3 (Front 2, Rear 1) Standard Paper Input Capacity:Cassette 1: 250 sheets for A4 Plain paper (80g/m²) 50 sheets for Premium Glossy Photo Paper Cassette 2: 250 sheets for A4 Plain paper (80 g/m²) Rear Slot: 50 sheets for A4 Plain paper (80 g/m²), 20 sheets for Premium Glossy Photo Paper Output Capacity:125 sheets for A4 Plain paper (80 g/m²), 20 sheets for Premium Glossy Photo Paper Maximum Paper Size:329 x 6000 mm Paper Sizes:A3, Super B (13 x 19"), Indian Legal, Letter, A4, 16K (195 x 270mm), 8K (270 x 390mm), Executive (7.25 x 10.5"), B4, B5, A5, B6, A6, 8.5 x 13", 5 x 7", 4 x 6", 8 x 10", Legal (8.5 x 14"), 16:9 wide, Envelopes: #10, DL, C6, C4 Paper Feed Method:Friction feed Print Margin:3mm top, left, right, bottom via custom settings in printer driver Supported OS and Applications: Windows XP / Vista / 7 / 8 / 8.1 / 10, Windows Server 2003 / 2008 / 2012 / 2016 / 2019 Mac OS X 10.6.8 or later Interface: USB:USB 2.0 Network:Ethernet, Wi-Fi IEEE 802.11 b/g/n, Wi-Fi Direct</p> | | | | |
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|-----------|---|-----|----------|------------|--|
| | Network Protocol: TCP/IPv4, TCP/IPv6 Network Management Protocols: SNMP, HTTP, DHCP, BOOTP, APIPA, PING, DDNS, mDNS, SNTP, SLP, WSD, LLTD | | | | |
| ream | A3 Book Paper 80 gsm Substance 24 | 30 | 480.00 | 14,400.00 | |
| piece | 1TB External Storage Device with shock-absorbing silicon case | 35 | 3,500.00 | 122,500.00 | |
| Cartridge | Brother LC462BK Ink | 100 | 750.00 | 75,000.00 | |
| Cartridge | Brother LC462C Ink | 20 | 750.00 | 15,000.00 | |
| Cartridge | Brother LC462Y Ink | 20 | 750.00 | 15,000.00 | |
| Cartridge | Brother LC462M Ink | 20 | 750.00 | 15,000.00 | |
| piece | Heavy Duty Long Arm Stapler #35, 24/6-26/6 Loading Cap.: 100 Staples Stapling Cap.: 30 sheets | 10 | 590.00 | 5,900.00 | |

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

Technical Specifications

| Item | Specification | | | Statement of Compliance |
|-------|--|--|----------|---|
| 1 Lot | Supply and Delivery of Learning Resources Supplies and Equipment for the Development of Radio-Based Lessons, Video Lessons, Interactive and Print Materials | | | <i>Bidders must state here either “Comply” or “Not Comply”]</i> |
| | UoM | Description | Quantity | |
| | Unit | Graphic Tablet Specifications: <ul style="list-style-type: none"> • 18.77 x 10.56" Active Area or higher • 22" Full HD 1920 x 1080 IPS Display • 250 cd/m² Brightness • 178° Viewing Angles • 1200:1 Contrast Ratio • 16.7 Million Colors or higher • Stylus with 8192 Pressure Levels • USB Type-C Video Interface | 22 | |
| Unit | Laptop Specifications: <ul style="list-style-type: none"> • Processor: 8M Cache, up to 4.2 GHz, 4 cores • Memory: 8GB DDR4 on board, 16GB, Memory Max Up to 16GB or Higher • Monitor: 14-15" FHD • Resolution: FHD 1920 x 1080 • Graphics Memory capacity: 2GB • Storage: 1TB SSD Capacity • Audio: Built-In speaker, 3.5mm Audio Jack • Connectivity: Wi-Fi 6 Wireless LAN, Gigabit Ethernet • Ports: HDMI, USB 3.2 Gen 1 Port, Rj45, Headphone • OS: Windows 11 Pro 64bit Inclusion: <ul style="list-style-type: none"> • Microsoft Office Apps (Word, Excel, PowerPoint) • Charger | 16 | | |

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|--|--------|---|---|
| | | <ul style="list-style-type: none"> ● Mouse ● Bag | |
| | Unit | <p>Portable Speaker</p> <ul style="list-style-type: none"> ● Amplifier – 2.1 Channels or more 200 Watts RMS ● Connections – USB, Bluetooth (ver. 5.1), 2 or more Microphone Input (6.3mm) ● Playable File Format – MP3, WMA ● Battery – Capacity of 88Wh, Charging Time of 3.5Hr and with Life of 18Hrs <p>With Telescopic Handle and Wheels</p> | 2 |
| | Unit | <p>Video Camera</p> <p>Effective Pixels: 24.2MP ISO Min: 100 ISO Max: 12800 Image Format: JPEG RAW Sensor Type: CMOS Sensor Size: 23.2 x 15.4mm Video Res.: Full HD Video Format: MPEG-4, H.264 Shutter: 1/4000s Auto Focus Lens Mount: F Touch Screen Viewfinder: Optical Connectivity: Bluetooth, HDMI, USB, NFC, Wi-Fi</p> | 2 |
| | pieces | <p>Lapel Wireless Microphone for DSLR</p> <p>Communication System: Bluetooth Standard Ver. 3.0 Communication Distance: Approx. 164 feet Continued Use: Approx. 3 hours or more Earphone Jack: 3.5mm mini-jack Clip: Yes Sound Function: Mixing (mono and stereo, mono and mono), Sound Delay Suppressive function, Eco Cancellation, Noise Cancellation, Popping sound cancellation Sound Input: Monaural input via microphone, stereo input via</p> | 5 |

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|--|-------|---|----|
| | | External ME-1 stereo microphone Audio Interface: Stereo/dual-mono audio codec, analogue audio input, Analogue audio output | |
| | unit | Heavy Duty Video Camcorder Aluminum Alloy tripod with Fluid Drag Head for DSLR/SLR Camera Adjustable Height: 80-160 cm (black) Tripod Material: aluminum alloy Bowl Diameter: 75mm Fold Height: 800mm Unfolding Height: 160mm Load: 10kg Gimbal Type: Hydraulic damping gimbal head No. of Tripod Sections: 3 Foot Tube Diameter: 14-18mm | 2 |
| | unit | Video Tripod Kit 11 lb/5 kg Video Head Payload capacity, sliding balance plate, 34.4 to 72.6” Height Range, Continuous Plan drag/Fixed Tilt Drag, 2 x Retracting Locating Pins on Plate, 60mm leveling ball, 2-stage tripod with mid-level spreader, Independent Twist-Lock Leg Adjustment, Dual Spiked Feet and Rubber Feet, Padded Carrying Case | 2 |
| | piece | SD Card UHS Class 3 128GB Sdsdunb-128G-GN6IN-class 10 Ultra SDXC, SDUNB 128 GB, C10, UHS 1, 140MB/sR, 4x6, 10Y | 12 |
| | Unit | A3 Tank Printer Printer Type: Printer Type: Print, Scan, Copy, Fax with ADF Printing Technology: Print Direction: Bi-directional printing Nozzle Configuration: 800 x 1 nozzles Black, 256 x 1 nozzles per colour (Cyan, Magenta, Yellow) Maximum Resolution: 4800 x 2400 dpi | 3 |

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|--|---|--|--|
| | <p>Automatic 2-sided Printing:Yes (up to A3) Print Speed: Photo Default - 10 x 15 cm / 4 x 6 " *1:Approx. 43 sec per photo (Border) / 52 sec per photo (Borderless)*2 Draft, A4 (Black / Colour):Up to 32.0 ppm / 22.0 ppm *2 ISO 24734, A4 Simplex (Black / Colour):Up to 25.0 ipm / 12.0 ipm *2 ISO 24734, A4 Duplex (Black / Colour):Up to 16.0 ipm / 9.0 ipm *2 ISO 24734, A3 Simplex (Black / Colour):Up to 13.5 ipm / 6.0 ipm *2 ISO 24734, A3 Duplex (Black / Colour):Up to 10.0 ipm / 5.0 ipm *2 Copy Function: Reduction / Enlargement:25 - 400% Maximum Copy Size:A3 Copy Resolution:600 x 600 dpi Max Copies:999 copies ADF Specifications: Support Paper Thickness:64-95 g/m² Paper Capacity:50 sheets Paper Handling: Number of Paper Trays:3 (Front 2, Rear 1) Standard Paper Input Capacity:Cassette 1: 250 sheets for A4 Plain paper (80g/m²) 50 sheets for Premium Glossy Photo Paper Cassette 2: 250 sheets for A4 Plain paper (80 g/m²) Rear Slot: 50 sheets for A4 Plain paper (80 g/m²), 20 sheets for Premium Glossy Photo Paper Output Capacity:125 sheets for A4 Plain paper (80 g/m²), 20 sheets for Premium Glossy Photo Paper Maximum Paper Size:329 x 6000 mm Paper Sizes:A3, Super B (13 x 19"), Indian Legal, Letter, A4, 16K (195 x 270mm), 8K (270 x 390mm), Executive (7.25 x 10.5"), B4, B5, A5, B6, A6, 8.5 x 13", 5 x 7", 4 x 6", 8 x 10", Legal (8.5 x 14"), 16:9 wide, Envelopes: #10, DL, C6, C4 Paper Feed Method:Friction feed Print Margin:3mm top, left, right, bottom via custom settings in printer driver Supported OS and Applications: Windows XP / Vista / 7 / 8 / 8.1 / 10, Windows Server 2003 / 2008 / 2012 / 2016 / 2019 Mac OS X 10.6.8 or later</p> | | |
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|--|-----------|---|-----|--|
| | | <p>Interface: USB:USB 2.0 Network:Ethernet, Wi-Fi IEEE 802.11 b/g/n, Wi-Fi Direct Network Protocol:TCP/IPv4, TCP/IPv6 Network Management Protocols:SNMP, HTTP, DHCP, BOOTP, APIPA, PING, DDNS, mDNS, Sntp, SLP, WSD, LLTD</p> | | |
| | ream | A3 Book Paper 80 gsm Substance 24 | 30 | |
| | piece | 1TB External Storage Device with shock-absorbing silicon case | 35 | |
| | Cartridge | Brother LC462BK Ink | 100 | |
| | Cartridge | Brother LC462C Ink | 20 | |
| | Cartridge | Brother LC462Y Ink | 20 | |
| | Cartridge | Brother LC462M Ink | 20 | |
| | piece | Heavy Duty Long Arm Stapler #35, 24/6-26/6 Loading Cap.: 100 Staples Stapling Cap.: 30 sheets | 10 | |
| | | | | |

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 to 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>Ms. Nelida A. Castillo/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]*.

| | |
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| | <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p> |
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> 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>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> |

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| | <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> |