




PHILIPPINE BIDDING DOCUMENTS

**Supply, Delivery, Installation, Configuration, Testing, Commissioning,
Training and Maintenance for 6,222 Technical-Vocational-Livelihood
(TVL) Programs of 3,195 TVL Senior High Schools**
(Various Tools and Equipment)



DepED
DEPARTMENT OF EDUCATION

Project No. _____

**Fifth Edition
August 2016**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specifications, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing Section VIII. Bidding Forms where the information is useful for the Bidder. 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 Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. 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, BDS, SCC, 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. The Bidding Documents should contain

¹ Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

no footnotes except Section VIII. Bidding Forms since these provide important guidance to Bidders.

- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (e) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement;
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned; and
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Section 21.2.1(c) of the IRR of RA 9184.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid 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 from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

For foreign-assisted projects, the Invitation to Bid to be used is provided in Section IX- Foreign-Assisted Projects.



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Project No. 2019-08-BLR4(002)-BI-CB-007

INVITATION TO BID

FOR THE

**Supply, Delivery, Installation, Configuration, Testing, Commissioning, Training and Maintenance for 6,222 Technical-Vocational-Livelihood (TVL) Programs of 3,195 TVL Senior High Schools
(Various Tools and Equipment)**

1. The Department of Education (DepEd), through the Government of the Philippines (GOP) under FY 2019 General Appropriations Act (GAA), intends to apply the sum of **Philippine Pesos Three Hundred Eighty-Four Million, Five Hundred Sixty-Four Thousand, Three Hundred Seventy-Five and 90/100 (Php 384,564,375.90)**, to payments under the contract for the *Supply, Delivery, Installation, Configuration, Testing, Commissioning, Training and Maintenance for 6,222 Technical-Vocational-Livelihood (TVL) Programs of 3,195 TVL Senior High Schools (Various Tools and Equipment)*, broken down in lots as follows:

| Lot No. | Description | Item | Approved Budget for the Contract (ABC) |
|-----------------------|----------------------------------------|----------------------------------------------------------------------------|----------------------------------------|
| 1 [MKT-SMA] | SEWING MACHINES AND ACCESSORIES | 5 items as indicated in Annex "A" and Section VI of this bidding document | 138,481,560.37 |
| 2 [MKT-WME] | WELDING MACHINES AND EQUIPMENT | 8 items as indicated in Annex "A" and Section VI of this bidding document | 37,934,901.34 |
| 3 [MKT-ETD] | ELECTRICAL TESTING DEVICES | 6 items as indicated in Annex "A" and Section VI of this bidding document | 39,132,585.99 |
| 4 [MKT-ATE] | AUTOMOTIVE TOOLS AND EQUIPMENT | 10 items as indicated in Annex "A" and Section VI of this bidding document | 18,694,386.40 |
| 5 [MKT-AM] | AGRICULTURAL MACHINES | 10 items as indicated in Annex "A" and Section VI of this bidding document | 34,292,774.29 |

| | | | |
|------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------|
| 6 [MKT-BPPM] | BREAD AND PASTRY PRODUCTION MACHINES | <i>4 items as indicated in Annex "A" and Section VI of this bidding document</i> | 27,688,407.55 |
| 7 [MKT-BO] | BURNERS AND OVENS | <i>4 items as indicated in Annex "A" and Section VI of this bidding document</i> | 42,279,045.87 |
| 8 [MKT-R] | REFRIGERATORS | <i>7 items as indicated in Annex "A" and Section VI of this bidding document</i> | 46,060,714.09 |
| GRAND TOTAL | | | 384,564,375.90 |

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

2. *DepEd, through its Bids and Awards Committee I*, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. Delivery of the Goods is required within 200 days from issuance of the Notice to Proceed. Prospective bidder should have completed, within a period of ten (10) years immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot or lots bid for; OR have completed, within a period of ten (10) years immediately preceding the deadline for submission of bids, at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot/s bid for; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC of the lot/s to be bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Interested bidders may obtain further information from **BAC Secretariat, DepEd Procurement Management Service** and inspect the Bidding Documents at the address given below during **Monday to Friday from 8:00 am to 5:00 pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the DepEd Procurement Management Service – BAC Secretariat Division, Room M-511, 5th Floor, Mabini Bldg., DepEd Complex, Meralco Avenue, Pasig City, upon accomplishing a bidder's information sheet and payment of a non-refundable fee for the Bidding Documents to the

DepEd Cashier in the amount of Philippine Pesos **FIFTY THOUSAND AND 0/100 (Php50,000.00)**.

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

6. The *DepEd* will hold a Pre-Bid Conference on **August 19, 2019, 8:00 A.M.** at Robotics Room, Quezon City Science Interactive Center, 2nd Floor, 43 Nueva Ecija St. Bago Bantay, Quezon City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **8:00 A.M. of September 2, 2019**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **September 2, 2019, 9:00 A.M.** at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, Department of Education Complex, Meralco Avenue, Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. DepEd 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

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Senior Technical Assistant II
BAC Secretariat Division
Room M-511, 5/F, Mabini Building
DepEd Complex, Meralco Avenue, Pasig City
Tel. No. (02) 633-9343 / 636-6543
Email: depedcentral.bacsecretariat@deped.gov.ph

ALAIN DEL B. PASCUA
Undersecretary and BAC I Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents 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.

This Section also contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

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 not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). 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.

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THE ADB ADOPTS THE PROVISIONS OF THE SPECIAL CONDITIONS OF CONTRACT OF THE GOP AS CONTAINED IN THE HARMONIZED PHILIPPINE BIDDING DOCUMENTS DATED _____, EXCEPT GCC CLAUSE 1.1(J) (FUNDING SOURCE) AND GCC CLAUSE 2.1 (CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES) WHICH SHALL READ AS FOLLOWS: .76

THE WORLD BANK ADOPTS THE PROVISIONS OF THE SPECIAL CONDITIONS OF CONTRACT OF THE GOP AS CONTAINED IN THE HARMONIZED PHILIPPINE BIDDING DOCUMENTS DATED _____, EXCEPT GCC CLAUSE 2.1 (CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES) WHICH SHALL READ AS FOLLOWS:77

A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that

any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i)(1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

- (i)(2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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 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, listed in the **BDS**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

| | |
|----------------------|---------------------------------------------------------------------|
| Form of Bid Security | Amount of Bid Security (Not Less than the Percentage of the ABC) |
|----------------------|---------------------------------------------------------------------|

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p> | |
| <p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p> | <p>Two percent (2%)</p> |
| <p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p> | <p>Five percent (5%)</p> |

18.2.

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;

- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid

submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.2. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.3. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider

bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. 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, 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12

and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and

- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

| Form of Performance Security | Amount of Performance Security (Not less than the Percentage of the Total Contract Price) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p> | |
| <p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p> | <p>Five percent (5%)</p> |

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| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Thirty percent (30%) |
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33.3.

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, 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, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section IX- Foreign-Assisted Projects.

Bid Data Sheet

| ITB Clause | |
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| 1.1 | <p>The Procuring Entity is <i>Department of Education (DepEd)-Bureau of Learners Resources-Cebu.</i></p> <p>The name of the Contract is: <i>Supply, Delivery, Installation, Configuration, Testing, Commissioning, Training and Maintenance for 6,222 Technical-Vocational-Livelihood (TVL) Programs of 3,195 TVL Senior High Schools (Various Tools and Equipment)</i></p> <p>The identification number of the Contract is <i>[insert identification number of the contract as provided in the Invitation to Bid].</i></p> |
| 1.2 | <p>The lots and reference are:</p> <p><i>(See: Invitation to Bid, Section VI. Schedule of Requirements, and Annex “A” of the Bidding Document)</i></p> |
| 2 | <p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>FY 2019 General Appropriations Act (GAA) in the amount of Philippine Pesos Three Hundred Eighty-Four Million Five Hundred Sixty-Four Thousand Three Hundred Seventy-Five and 90/100 (Php 384,564,375.90)</i></p> <p>The name of the Project is: <i>Supply, Delivery, Installation, Configuration, Testing, Commissioning, Training and Maintenance for 6,222 Technical-Vocational-Livelihood (TVL) Programs of 3,195 TVL Senior High Schools (Various Tools and Equipment)</i></p> |
| 3.1 | No further instructions. |
| 5.1 | No further instructions. |
| 5.2 | <p>None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.</p> <p>In the case of an eligible foreign bidder as described above, it must secure a PhilGEPS registration by uploading and maintaining, at PhilGEPS, the Class “A” Documents described in ITB Clause 12.1(a), which may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned.</p> <p>The bid, as well as other correspondence and documents related to the Bid shall be written in English. If supporting documents and printed literature furnished by the Bidder are in another language, it must be accompanied by</p> |

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| | <p>an accurate translation in English in accordance with Section II, Instruction to Bidders, Clause 11.</p> <p>In case of foreign bidder found eligible in accordance with ITB Clause 5.1, the bidder-supplier shall be represented by an agent in the Philippines authorized to communicate in writing with DepEd, receive and/or furnish documents, cause replacement of defective Goods or complete short deliveries, and able to carry out the Supplier's obligations prescribed in the Conditions of Contract and/or Technical Specifications, and other similar acts authorized by the Supplier before award and if awarded the contract.</p> |
| 5.4 | <p>Prospective bidder should have completed, within a period of ten (10) years immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot or lots bid for; OR have completed, within a period of ten (10) years immediately preceding the deadline for submission of bids, at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot/s bid for; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC of the lot/s to be bid. The contracts may come from different agencies/companies.</p> <p>For this purpose, similar contracts shall refer to <i>Supply and Delivery of Technical-Vocational-Livelihood (TVL) Tools and Equipment</i>.</p> <p>Bidder may use the same contract/s for all lots it intends to bid for, subject to SLCC requirements. This means a single contract amounting to 50% or aggregate contracts amounting to 50%, will be treated independently per lot.</p> <p>The computation of SLCC shall take into account the lots bid for. The bid shall be allowed only to the extent (i.e. number of lots) as the SLCC shall cover. In any case, the SLCC must be sufficient for all the lots bid for.</p> |
| 5.5 | <p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p><i>NFCC – [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the lot or aggregate of lots bid for.</i></p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)</p> |

If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot or lots bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.

In case the bidder bids for two or more lots, the bidder shall indicate the lots bid for in the order of priority or preference, following the form prescribed in this bidding documents.

The computation of NFCC shall take into account the lots bid for. The number of lots bid for shall also consider the committed line of credit. The bid shall be allowed only to the extent (i.e. number of lots) as the NFCC or the committed line of credit shall cover.

In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the lots or contracts bid. The NFCC computation shall be in accordance with the prescribed form.

In case of a bid involving two or more lots, the bidder shall indicate in the NFCC form the lots bid for, in their order of priorities or preferences. The first lot in the order shall follow the following formula:

$$NFCC = [(current\ assets\ minus\ current\ liabilities) \times (15)] - value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started$$

For subsequent lots, the formula shall be as follows:

$$NFCC = [(current\ assets - current\ liabilities) \times (15)] - [value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started + value\ of\ the\ prior\ lot\ or\ lots\ bid\ for]$$

In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the local lead partner, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV.

For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.

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| 6.2(d) | <p>Consistent with Section 22.5.3 of the Revised IRR of RA 9184, posting on the PhilGEPS (www.philgeps.gov.ph) and the procuring entity's websites (www.deped.gov.ph) of any supplemental/bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p> <p>“It shall therefore be the responsibility of all Bidders who secure the Bidding Documents to: a) inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC; b) know the latest website of PhilGEPS and the procuring entity; c) check from time to time the PhilGEPS and Procuring Entity's websites, and at <i>any conspicuous place within the premises of the Procuring Entity</i> for possible posting of any supplemental/bid bulletin; and d) inform the BAC in writing, through its Secretariat, of any changes in its address or contract numbers.</p> <p>Duly signed written communication such as notices or requests shall, likewise, be deemed to have been given or made and considered official communication when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, electronic mail or facsimile to such Party at the address or contact numbers specified in the Bidder's Information Sheet, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.”</p> |
| 7 | No further instructions. |
| 8.1 | Subcontracting is allowed. The supplier shall submit documents for evaluation by the BAC. However, during contract implementation, the supplier would like to change his or her subcontractor, the same documents that were submitted during the bidding should be submitted to the Project Implementing Unit (PIU) for evaluation. The main Supplier has the sole responsibility of the Contract. |
| 8.2 | The Supplier shall submit documents of their subcontractor for BAC evaluation. However, during contract implementation, if the Supplier intends to change its subcontractor, the same documents that were submitted during the bidding should be submitted to the Implementing Unit for evaluation. |
| 9.1 | DepEd will hold a pre-bid conference for this Project on _____, ____ A.M./P.M. at _____. |

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| 10.1 | <p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p><i>The Chairperson</i> <i>Bids and Awards Committee 1</i> <i>Procurement Management Service – BAC Secretariat Division</i> <i>Department of Education</i> <i>Room M-511, 5th Floor, Mabini Bldg.,</i> <i>Tel. Nos. (632) 636-6543, 636-6542</i> <i>Fax No. (632) 633-9343</i></p> <p>In accordance with ITB Clause 10.2, the BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.</p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS (www.philgeps.gov.ph) and the procuring entity's website (www.deped.gov.ph) of any supplemental/bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p> |
| 10.2 | <p>It shall be the responsibility of all Bidders who secure the Bidding Documents to: (a) inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC; (b) know the latest website of PhilGEPS and the procuring entity; (c) check from time to time the PhilGEPS and procuring entity's websites for possible posting of nay supplemental /bid bulletin; and (d) inform the BAC in writing, through its Secretariat of any changes in its address or contact numbers.</p> |
| 11 | <p>In case of foreign bidders, if the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, they must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.</p> |

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| 12.1 | <p>For purposes of determining the eligibility of bidders using the criteria stated in Section 23.4 of the IRR, only the following documents shall be required by the BAC, using the forms prescribed in the Bidding Documents:</p> <p>A. Class “A” Documents</p> <p>Legal Documents</p> <p>i) Registration certificate from SEC, Department of Trade and Industry (DTI) for the sole proprietorships, or CDA for cooperatives.</p> <p>ii) Mayor’s/Business Permit issued by the city or municipality where the principal place of business of prospective bidder is located, or the equivalent documents for Exclusive Economic Zones or Areas.</p> <p>In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipts as proof that the bidder has applied for renewal within the period prescribed by the concerned local government units, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the IRR.</p> <p>iii) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p> <p>Technical Documents</p> <p>iv) 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.</p> <p>v) 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 IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.</p> <p>All of the above statements shall include all information required in this PBDs prescribed by the GPPB.</p> <p>Financial Documents</p> <p>vi) The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier that two (2) years from the date of bid submission.</p> <p>vii) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a</p> |
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| | <p>bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.</p> <p>Original copies of Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification or upon demand by the BAC or its authorized representatives.</p> <p>B. Class “B” Documents</p> <p>In the case of joint venture, bidders shall submit a valid joint venture agreement (JVA) in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.</p> <p>Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided that the statement of all ongoing contract and the Audited Financial Statement to be considered by the BAC shall be that of the partner whose NFCC was submitted.</p> <p>For a Contract or Purchase Order (P.O.) to be considered completed, it should have been accepted and duly issued a Certificate of Completion (COC), or any document of similar import with corresponding supporting documents, to wit:</p> <ul style="list-style-type: none"> • Invoices showing at least ninety (90%) of Contract or P.O. has been paid, signed by its Head of the Procuring Entity (HoPE) or its duly authorized representative in case of government contracts; or • End-user’s Acceptance in case of private contracts, ninety percent (90%) of which has been paid. <p>Failure to include a material ongoing contract or failure to disclose complete information in the statement of contracts shall result in the following:</p> <ol style="list-style-type: none"> a. Disqualification of the bidder for non-compliance with the eligibility requirement under Sections 23.1 or 24.1 of the revised IRR. b. Blacklisting under Section 65.3 (a) or (b) of the revised IRR. <p>In case the bidder has no ongoing contract, the bidder shall submit a duly signed Statement of All Ongoing Government and Private Contracts form provided in Section VIII, Bidding Forms and indicate “No Ongoing Contract” or “None” or “Not Applicable (N/A)” in said form; otherwise, the bid shall be rejected or disqualified.</p> |
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| | <p>Bidders with ongoing project/s with DepEd are allowed to bid for this project, provided:</p> <ol style="list-style-type: none"> 1. The ongoing project will be subject to verification/validation as part of the post qualification pursuant to section 34.3 (iii) of the revised IRR of RA 9184. <p>BAC will determine during post qualification if the unfinished projects may impact on the implementation of the new project.</p> |
| 12.1(a) | <p>Bidders shall be guided by the provisions of GPPB Resolutions no. 26-2017, which states, as follows:</p> <p>“4.0 Deferment of Mandatory Submission of PhilGEPS Certificate of Registration and Membership</p> <p>“4.1 To provide prospective bidders with additional time to register with PhilGEPS under the Platinum Membership category and to synchronize with the PhilGEPS Modernization, the Government Procurement Policy Board resolved to approved, by referendum, the deferment of the implementation of mandatory submission of PhilGEPS Certificate of Registration and Membership in Competitive Bidding under Section 8.5.2 of the 2016 Revised IRR of RA 9184, thus:</p> <p>“4.1.1 For all procurement projects advertised and/or posted after the effectivity of this Circular, bidders may still submit their Class “A” Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class “A” Documents, or a combination thereof. In case the bidder opted to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirements to be submitted in accordance with Section34.2 of 2016 Revised IRR of RA 9184;”</p> |
| 12.1(a)(vi) | <p>For foreign bidders or Filipino firms in JV with foreign bidders, each firm must submit a valid Tax Clearance Certificate issued by the Bureau of Internal Revenue, Quezon City, Philippines; otherwise the bid shall be automatically rejected or disqualified. There is no equivalent document for this requirement.</p> |

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| 12.1(b)(i) | <p>Technical Documents: Bid Security</p> <p>Original Bid Security shall be submitted inside the Technical Component envelope. Bid security in the form of cashier’s/manager’s check shall be made payable to “Department of Education – OSEC Trust.”</p> <p>Bid Securing Declarations must be in the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids.</p> <p>There must be a separate Bid Security for each lot. In the case of Bid Securing Declaration, the bidder may opt to submit as many Bid Securing Declarations as there are lots it is participating on OR a single declaration for all lots provided the lots are specifically stated in the said Bid Securing Declaration.</p> |
| 12.1(b)(ii) | <p>Technical Documents: Conformity with the Technical Specifications</p> <p>To be submitted in the Eligibility and Technical Component Envelope</p> <ol style="list-style-type: none"> 1. Duly accomplished and signed Bidder’s Statement of Compliance following the templates found in Section VII. Technical Specifications and Section VIII. Bidding Form, respectively. The statement of compliance to technical specifications must strictly observe the requirement on cross-referencing to appropriate evidence. 2. The bidder must attach to the Schedule of Requirements a production (supply), distribution, installation, commissioning, and testing schedule or chart, particularly showing the timelines and the quantities of each item to be supplied, distributed, installed and commissioned. |
| 12.1(b)(iii) | <p>Technical Documents: Omnibus Sworn Statement</p> <p>For purposes of the Omnibus Sworn Statement, the statement pertaining to the authority of the signatory must be supported by the following documents:</p> <p>For sole proprietorship, a duly notarized Special Power of Attorney;</p> <p>For partnership, corporation, cooperative or joint venture, a duly notarized Secretary’s Certificate issued by the entity or members of the joint venture.</p> |
| 13.1 | No additional requirements. |

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| 13.1(a) | <p>The original duly signed and accomplished Financial Bid Form and the original duly signed and accomplished with ITB Clause 15.</p> <p>Bill of quantities may not be submitted; The Price Schedule(s), Schedule of Requirements and/or Technical Specifications shall serve as the Bill of Quantities or List of Goods.</p> |
| 13.1(b) | No further instructions. |
| 13.1(c) | No additional requirements. |
| 13.2 | <p>The Approved Budget for the Contract (ABC) shall refer to the approved budget ceiling allocated to each of the lot items, and shall be as indicated in the Invitation to Bid, this BDS and Section VI. Schedule of Requirements of this bidding documents.</p> <p>Any bid with financial component exceeding the applicable amount of ABC shall not be accepted, and would constitute as ground for disqualification for that particular item.</p> |
| 15.1 | <p>Bid prices should be written in two (2) decimal places only. Bid prices that are written in more than two (2) decimal places shall be rounded off.</p> <p>Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).</p> |
| 15.2 | <p>The Bidder shall fill in the rates and/or prices for all the Goods or items described in the Schedule of Requirements and complete the appropriate Price Schedules in its prescribed form included in Section VIII. Bidding Forms.</p> <p>The Bill of Quantities described in ITB Clause 15.2, may not be submitted.</p> <p>The bidder shall fill in prices indicated on the Price Schedule for inland transportation, insurance and other local costs incidental to the delivery of the Goods to their final destination, including all customs duties and sales and taxes already paid or payable.</p> <p>Incomplete and unsigned price schedules and bid forms shall be considered as non-responsive and, therefore, automatically disqualified.</p> |
| 15.4(a)(iv) | Incidental services are as required under SCC of the bidding documents. |
| 15.4(b) | “The price of the Goods shall be quoted DDP <i>delivered Project Site(s)</i> ”, or <i>the applicable INCOTERMS for this Project</i> . |

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| 16.1(b) | The Bid prices for Goods supplied from outside of the Philippines shall be quoted either in Philippine Pesos. |
| 16.3 | Payment shall be made in Philippine Pesos. |
| 17.1 | Bids will be valid for 120 calendar days from date of bid opening. Bids valid for a shorter period shall be rejected outright as non-responsive. |
| 18.1 | The bid security per lot shall be in any of the following forms and amount: <i>* as indicated in Annex "A" of this bidding document</i> |
| 18.2 | The bid security shall be valid for 120 calendar days reckoned from date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive. Bid securities shall be turned over to the DepEd Cash Division for custody. |
| 20.1 | Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component described in ITB Clause 13 in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT." In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (hard and soft copy) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids in accordance with BDS 20.2. In the event of any discrepancy between the original and the copy, the original shall prevail. Original copies of the Class "A" Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor's Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s). The Technical Component is inclusive of the Eligibility Documents described in ITB 12. |

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| 20.2 | <p>The inner and outer envelopes of the Technical Component and the Financial Component of the bids shall be marked in accordance with ITB Clause 20.4</p> <p>To facilitate the receipt and classification of bid envelopes, outer and inner envelopes shall be color _____.</p> <p>The following documents which are to be submitted as part of the bids must be produced in electronic forms recorded on three (3) USB drives (both Word format and PDF (or read-only) format)</p> <ol style="list-style-type: none"> 1. Statement of Compliance with Technical Specifications 2. Filled out Price Schedule 3. Filled out Net Financial Contracting Capacity (NFCC) <p>In case of discrepancy in the substance and content between the printed copies and the USBs, the printed copies shall prevail. Non-submission of USBs will not be a ground for disqualification, but the bidder may be required to submit the same during the opening of the financial envelopes.</p> <p>Post qualification documents maybe submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.</p> <p>A bidder may bid on one or more lots. Submit only one (1) set of bid doc (1 original and 2 copies), provided the following is observed:</p> <ol style="list-style-type: none"> 1. The NFCC requirement as clarified in BDS Clause 5.5 has been properly accomplished. 2. The Statement of Compliance with Technical Specifications clearly indicate the items and lots bid for. <p>The Price Schedule clearly indicate the items and lot bid for and their offered prices.</p> |
| 20.3 | <p>Subject to BDS Clause 20.1 and 20.2. Each Bidder shall submit <i>three (3)</i> paper copies of its bid.</p> |
| 20.5 | <p>Unsealed or unmarked outer bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. (n)</p> |
| 21 | <p>The address for submission of bids is <i>Room M-511 BAC Secretariat Division, 5th Floor, Mabini Building, Department of Education, Meralco Avenue, Pasig City.</i></p> <p>The deadline for submission of bids is <i>8:00 A.M., September 2, 2019.</i></p> |

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| 24.1 | <p>The place of bid opening is <i>Bulwagan ng Karunungan, Ground Floor, Rizal Building, Department of Education Complex, Meralco Avenue, Pasig City.</i></p> <p>The date and time of bid opening is <i>September 2, 2019 @ 9:00A.M.</i></p> <p>“In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and rescheduled the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of DepEd”</p> |
| 24.2 | No further instructions. |
| 24.3 | No further instructions. |
| 25.1 | The “NO CONTACT RULE” shall be strictly observed. Bidders are not allowed to call or talk to any member of the Bids and Awards Committee (BAC), Technical Working Group (TWG) or Secretariat. |
| 27.1 | No further instructions. |
| 28.3 | The items to be procured are grouped in Lots. Bidders shall have the option of submitting a proposal on any or all lots. Bidders must bid for all items in the lot bid for; otherwise, the bid shall be rejected. Lot shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award. Evaluation and contract award will be undertaken on a “per-lot” basis. |
| 28.3(b) | <p>Arithmetical Computation</p> <p>Bid modification shall be allowed only in accordance with ITB Clause 23.</p> |
| 28.4 | No further instructions. |
| 28.5 | The evaluation of bids shall only be based on the bid price(s) quoted in the Financial Bid Form(s) and the Price Schedule(s). |
| 29.1 | <p>1. Upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall present or submit the following:</p> <ul style="list-style-type: none"> a. Documents to confirm or support its Statement of Ongoing and/or Statement identifying its Aggregate Largest Completed Contracts which may consist of contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts. b. Original copy of the submitted eligibility, technical and financial documents during bid opening. |

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| <p>29.2</p> | <p>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 LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank; and b. Other appropriate licenses and permits required by law or as may be prescribed by the BAC. <p>The following documents shall also be submitted:</p> <ul style="list-style-type: none"> I. Sworn undertaking or a comprehensive after-sales program executed and duly signed by the bidder: <ul style="list-style-type: none"> (i) to ensure that services for equipment repair, maintenance and other after-sales support shall be made sufficiently available on call not only for the duration of the warranty period but also one (1) year thereafter; (ii) as to the availability of spare parts of the supplied equipment, of the same or better quality, not only for the duration of the warranty period but also two (2) years thereafter; and (iii) the establishment of service centers in the relevant areas of delivery or availability of manufacturer’s nationwide on site support. <p>In addition to the documentary requirements to be submitted during post-qualification as provided under ITB Clause 29.2 (a) to (c), the bidder/s having the Lowest Calculated Bid/s shall submit sample/demo units for all the items within the lot/s being bid for based on the technical specifications as indicated in Section VII. Technical Specifications during Post-qualification. Bidder may provide better or superior quality samples.</p> <p>Please refer to submission of samples on Annex “B”</p> <p>These samples shall be subjected to evaluation during post-qualification to determine compliance of the said bidder/s with DepEd Technical Specifications requirements.</p> <p>Failure of the samples to meet DepEd specifications shall be a ground for disqualification of the bidder/s.</p> |
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| 29.2(a) | <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. (as amended by GPPB Res. No. 11-2013)</p> <p>Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediate preceding calendar/tax year from the authorized agent bank shall be submitted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p> |
| 29.2(c) | No further instructions. |
| 29.4 | In accordance with GPPB Circular No.06-2005 dated August 5, 2005, in case of a tie or equal bids having been post-qualified, DepEd shall use “draw lots” or similar methods of chance to break the tie. |
| 31 | Determination of award shall be on a per lot basis. |
| 32.4(g) | No further instructions. |
| 33.2 | <p>The successful bidder shall furnish the performance security in any of the forms prescribed in ITB Clause 33.2 and amount not less than the required percentage of the contract price, and shall remain valid until thirty (30) days from issuance by the Procuring Entity of the Certificate of Final Acceptance and must be co-terminus with the Project.</p> <p>The performance security posted shall be turned-over to the DepEd Cash Division for custody.</p> <p>The Supplier shall be responsible for the extension of its performance security during the remaining period or duration of the Project reckoned from the date of the effectivity of the contract, or for any contract time extension granted by DepEd, which shall be valid until final acceptance of the Project.</p> |
| 34.2 | Consistent with Section 37.4.1 of the IRR of RA 9184, the contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from its issuance. |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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THE ADB ADOPTS THE PROVISIONS OF THE SPECIAL CONDITIONS OF CONTRACT OF THE GOP AS CONTAINED IN THE HARMONIZED PHILIPPINE BIDDING DOCUMENTS DATED _____, EXCEPT GCC CLAUSE 1.1(J) (FUNDING SOURCE) AND GCC CLAUSE 2.1 (CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES) WHICH SHALL READ AS FOLLOWS: .74

THE WORLD BANK ADOPTS THE PROVISIONS OF THE SPECIAL CONDITIONS OF CONTRACT OF THE GOP AS CONTAINED IN THE HARMONIZED PHILIPPINE BIDDING DOCUMENTS DATED _____, EXCEPT GCC CLAUSE 2.1 (CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES) WHICH SHALL READ AS FOLLOWS:74

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The “Funding Source” means the organization named in the SCC.
- (k) “The Project Site,” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds

or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international

financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its

bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within

any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

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.

The provisions of this Section 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 Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

| Special Conditions of Contract | |
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| GCC Clause | |
| 1.1(g) | The Procuring Entity is <i>Department of Education (DepEd) - Bureau of Learning Resources-Cebu</i> |
| 1.1(i) | The Supplier is <i>[to be inserted at the time of contract award]</i> . |
| 1.1(j) | The Funding Source is The Government of the Philippines (GOP) through <i>FY 2019 General Appropriations Act (GAA) in the amount of Philippine Pesos Three Hundred Eighty Four Million Five Hundred Sixty Four Thousand Three Hundred Seventy Five and 90/100 (Php384,564,375.90)</i> |
| 1.1(k) | The Project sites are indicated in <i>Annex “F”</i> |
| 2.1 | No further instructions. |
| 5.1 | The Procuring Entity’s address for Notices is: RAUL LA ROSA Director III/IV? Bureau of Learners Resources Department of Education (Address) (Telephone Nos.) The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i> |
| 6.2 | Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the 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: <i>For Goods Supplied from Abroad, “The delivery terms applicable to the Contract are DDP delivered Project Site. In accordance with INCOTERMS.”</i> <i>For Goods Supplied from Within the Philippines, “The delivery terms applicable to this Contract are DDP delivered Project Site. Risk and title</i> |

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| | <p>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. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (iii) Original Supplier’s factory inspection report; (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (viii) Four copies of the Property Transfer Receipt (PTR) signed by the Procuring Entity’s representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading ; (iii) Original Supplier’s factory inspection report; |
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- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]. [insert name(s)]. Maritess L. Ablay (please confirm) or are the ARPs and the DepEd Division Supply Officer, or authorized alternate.*

Incidental Services –

The Supplier is required to provide all of the incidental and additional services as specified in Section VI. Schedule of Requirements, among which are as follows:

- (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) The Supplier shall distribute the properly accomplished delivery documents to the concerned officer and individual such as: Offices: Recipient Schools (complete set); School's Division Offices (complete set); Regional Office (IAR only); DepED Central Offices [Accounting/COA – complete set original; AMD – complete set; BLR Cebu – complete set] Supplier – complete set and Individual: Third Party Monitor – IAR only.

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.

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.

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:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) 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 Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts for the Goods that will be sustained for a minimum of five (5) years from the date the goods were procured.

Other spare parts and components must be available nationwide and shall be supplied as promptly as possible, but in any case within one (1) month of placing the order.

The Supplier must have authorized service center located in major cities in the Philippines. (See *Annex "I"* for reference)

Packaging –

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:



“Working for Quality, Accessible, Relevant, and Liberating Education!”

Project Name

Items inside (name, general description, quantity)

Packaging/Unpacking instructions

- Any special lifting instructions
- Any special handling instruction
- Any relevant HAZCHEM classifications

Supplier’s Name and Contact Details

Recipients Name and Contact Details

External sides of delivery packages/boxes should be colored CYAN BLUE: C, M, Y, K, (71, 53, 0, 12)

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

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 deemed specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be deemed included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with GCC Clause 22.

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| | <p>The Procuring Entity accepts no liability for the damage of Goods during transit 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><i>However, five percent (5%) of the Project amount is earmarked for in the event DepEd Logistics will become available. Prior to the issuance of the Notice to Proceed (NTP), DepEd shall have the option to deduct the said 5% in the contract price. The items/goods duly inspected shall be retained at the Supplier’s warehouse and it shall be the responsibility of the DepEd logistics to transport and deliver the goods/items to the recipient schools listed in the allocation list or Annex “C” of this bidding document. The Suppliers shall be required to notify the recipient schools that the good/items are ready for pick-up at DepED’s recognized warehouses within the Philippines, defined as the Project Site, transport to such recipient schools, as shall be specified in the Contract, shall not be obligatory upon the Supplier, and related costs shall be deducted in the Contract Price.</i></p> <p>Patent Rights –</p> <p>The Supplier shall free and/or 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> |
| 10.1 | <p>Payments shall be made subject to the provisions of Clause 4.8 of DepEd Order (DO) no. 67 s. 2016, as amended by D.O. No. 006 s. 2019, on the delegated signing authorities involving claims for payment of procurement deliveries.</p> |
| 10.3 | <p>Payment</p> <p>Schedule of Payment:</p> <ul style="list-style-type: none"> • Progress Payments — Supplier may submit a request for payment based on the monthly Progress Reports. The Progress Reports shall be attached to the progress billing and should include the following: <ul style="list-style-type: none"> (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and acceptance reports, including certification by supplier, as approved by duly authorized DepEd representative, that the items have been delivered on/or properly installed and commissioned in accordance with the contract; <p>(NOTE: The Supplier must furnish copy of the abovementioned documents to DepEd Accounting and the End-user (Technical Service) and the Contract Management Division of the Procurement Service, Central Office.</p> |

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| | <p>Payments shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to 3% of every progress payment, or a special bank guarantee in the amount equal to 3% of the Contract Price as required under Section 62 of RA 9184 and its IRR.</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) calendar days after the date of acceptance of Goods at the project site and upon submission of documents under this Contract shall be as follows:</p> <p>For the initial progress payment, minimum of 25% of the Contract Price per lot shall be paid to the Supplier upon a minimum of 25% delivery of the requirement per lot and duly accepted by school’s representatives.</p> <p>Final Payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provisions.</p> <p>Payment shall be made within sixty (60) days after the date of acceptance of the goods at the project site and upon submission of the documents (i) to (vii) specified in SCC for GCC Clause 6.2 and other documents required in accounting and auditing rules and regulations;</p> <p>The retention money or special bank guarantee shall be released only after the lapse of the Warranty in SCC Clause 17.3.</p> |
| 10.4 | Payment shall be made in <i>Philippine Pesos</i> . |
| 11.1 | Memorandum No. 15, s. 2011, amending No. 4.5 of Annex “D” of the revised IRR of RA 9184 provides that upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment. |
| 13.4 | The Supplier shall be responsible for the extension of its performance security and/or undertakes to renew its performance security whenever necessary, and without need of prior notice or instruction from the Procuring Entity, to ensure that it is force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued. |
| 13.4(c) | No further instructions. |

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| 16.1 | <p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. DepEd shall conduct pre-delivery inspection(s) at supplier's premises or ex warehouse or place of assembly 2. Complete Goods/Services shall be inspected and/or tested by the Procuring Entity or its authorized representatives at the time and date of deliveries to project site(s). Goods/services delivered with defect/s or non-compliant with the required specifications shall be rejected by the Procuring Entity and replaced by the Supplier. 3. The Procuring Entity shall have the option to inspect supplier's premises covered by the contract to monitor and assess Supplier's capacity to discharge its contractual obligations to the Procuring Entity. <p>To ensure compliance to the material specifications, DepEd may conduct a random material test during contract implementation. The PIU will randomly select the specimen and submit it to DOST. DepEd BLR will shoulder the cost of testing. If the test result is not compliant to the technical specifications, the affected goods will be rejected. The supplier is required to replace the rejected goods of the same brand and compliant to the technical specifications. However, the material of the replacement goods shall be tested at the government testing facilities and the cost will be charged to the supplier.</p> <p>For quality assurance and for the purposes of inspection and test, see attached:</p> <p>Annex "B" - Quality Assurance Procedures During Sample Evaluation; Annex "C" - Quality Assurance Procedures During Contract Implementation; Annex "D" - Inspection and Test Protocol; Annex "E" - Guidelines on Inspection, Delivery, Acceptance and Documentation</p> |
| 16.2 | All inspection and test should be done in the Philippines only. |
| 17.3 | <p>A comprehensive and onsite warranty for the procured items will be applied. The said warranty period shall reckon from the date of issuance of the Certification by the DepEd that the delivered goods have been duly inspected and accepted (i.e. final acceptance).</p> <p>The obligation for the warranty shall be covered by retention money in an amount equivalent to three percent (3%) of every progress payment or a special bank guarantee equivalent to three percent (3%) of the Contract Price.</p> <p>In case the supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>For <i>Warranty Period</i>, see attached Annex "G".</p> |

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| 17.4 | <p>Upon receipt by the Supplier of the Procuring Entity’s notice of any claims arising under this warranty, the Supplier shall immediately act upon to repair or replace the defective Goods or parts thereof. The period for correction of defects in the warranty period is within seven (7) calendar days from receipt of such notice.</p> <p>For defects arising from within the first-half of the warranty period, as applicable, DepEd may opt to demand for recall and replacement of the defective items.</p> <p>On the other hand, defects arising from the onset until the expiry of the warranty period, DepEd may ask for repairs of the defective items.</p> |
| 19 | <p>The Supplier shall be liable for the damages for the delay in its performance of the Contract and shall pay DepEd liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by DepEd. DepEd shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any of the securities or warranties posted by the Supplier, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, DepEd may rescind the Contract, without prejudice to other courses of action and remedies open to it.</p> |
| 20.4 | <p>In case of dispute between DepEd and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”</p> |
| 21.1 | <p>Neither the execution of a test and/or inspection of the goods or any part thereof, nor the attendance by DepEd or its representative to the said test and/or inspection shall release the Supplier from any warranties or other obligations under this Contract</p> <p><i>In case of a joint venture:</i></p> <p>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p> |

Section VI. Schedule of Requirements

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 1 : SEWING MACHINES AND ACCESSORIES | | | |
|------------------------------------------------|--------------------------------------------------|----------------|--------------------------------------------------------|
| Item No. | Item Description | Total Quantity | Delivery Period |
| 1 | 3 Thread Over Lock Machine | 1595 | Within 200 days from issuance of the Notice to Proceed |
| 2 | Bar Tack Machine | 151 | -same as above- |
| 3 | Button Holer (High Speed Industrial Machine) | 319 | -same as above- |
| 4 | Feed Off the Arm | 151 | -same as above- |
| 5 | Single Needle Lockstitch Machine | 3,190 | -same as above- |

| LOT 2 : WELDING MACHINES AND EQUIPMENT | | | |
|-----------------------------------------------|------------------------------------------------------------------|----------------|--------------------------------------------------------|
| Item No. | Item Description | Total Quantity | Delivery Period |
| 1 | Arc Welding Machine, AC/DC with Accesories | 819 | Within 200 days from issuance of the Notice to Proceed |
| 2 | Automatic Gas Cutting Machine | 131 | -same as above- |
| 3 | Bench Grinding Machine, Pedestal | 250 | -same as above- |
| 4 | Oxy-Acetylene Welding & Cutting Outfit | 681 | -same as above- |
| 5 | Portable Electrode Oven | 245 | -same as above- |
| 6 | Power Hack Saw | 131 | -same as above- |
| 7 | Welding Machine, GMAW/MG Welding Machine, Mig Gun and Accesories | 25 | -same as above- |
| 8 | Welding Table/Positioners | 735 | -same as above- |

| LOT 3 : ELECTRICAL TESTING DEVICES | | | |
|-------------------------------------------|------------------|----------------|--------------------------------------------------------|
| Item No. | Item Description | Total Quantity | Delivery Period |
| 1 | Battery Tester | 375 | Within 200 days from issuance of the Notice to Proceed |

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| 2 | Clamp Ammeter, Digital | 1134 | -same as above- |
| 3 | Earth Resistance Tester | 486 | -same as above- |
| 4 | Insulation Resistance Tester | 810 | -same as above- |
| 5 | Multimeter, Analog | 2676 | -same as above- |
| 6 | Multimeter, Digital | 1,851 | -same as above- |

| LOT 4 : AUTOMOTIVE TOOLS AND EQUIPMENT | | | |
|-----------------------------------------------|-------------------------------------------|-----------------------|--------------------------------------------------------|
| Item No. | Item Description | Total Quantity | Delivery Period |
| 1 | Bore Gauge | 150 | Within 200 days from issuance of the Notice to Proceed |
| 2 | Dial Indicator | 375 | -same as above- |
| 3 | Heavy Duty Soldering Iron, 500 Watts | 972 | -same as above- |
| 4 | Ignition Timing Light for Gasoline Engine | 225 | -same as above- |
| 5 | Outside Micrometer, 0 TO 25mm | 60 | -same as above- |
| 6 | Prick Punch Set | 486 | -same as above- |
| 7 | Soldering Iron | 375 | -same as above- |
| 8 | Soldering Iron, 300 Watts | 20 | -same as above- |
| 9 | Tachometer | 375 | -same as above- |
| 10 | Venier Caliper, 0 to 100mm | 375 | -same as above- |

| LOT 5 : AGRICULTURAL MACHINES | | | |
|--------------------------------------|-------------------------|-----------------------|--------------------------------------------------------|
| Item No. | Item Description | Total Quantity | Delivery Period |
| 1 | 4.5hp LAWN MOWER | 20 | Within 200 days from issuance of the Notice to Proceed |
| 2 | Blower | 20 | -same as above- |
| 3 | Carbonizer | 200 | -same as above- |
| 4 | Chain Saw, Portable | 317 | -same as above- |

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| 5 | Chipper/Shredder | 120 | -same as above- |
| 6 | Drying Oven | 155 | -same as above- |
| 7 | Grass Cutter | 459 | -same as above- |
| 8 | Hand Tractor | 297 | -same as above- |
| 9 | Mechanical Compactor | 20 | -same as above- |
| 10 | Power Sprayer | 317 | -same as above- |

| LOT 6 : BREAD AND PASTRY PRODUCTION MACHINES | | | |
|-----------------------------------------------------|--------------------------------------------------|-----------------------|--------------------------------------------------------|
| Item No. | Item Description | Total Quantity | Delivery Period |
| 1 | Air Compressor With Airbrush Cake Decorating Set | 1290 | Within 200 days from issuance of the Notice to Proceed |
| 2 | Bread Slicer Machine - Tabletop | 430 | -same as above- |
| 3 | Commercial Stand Mixer With Complete Attachment | 430 | -same as above- |
| 4 | Mechanical Dough Roller | 430 | -same as above- |

| LOT 7 : BURNERS AND OVENS | | | |
|----------------------------------|-------------------------------|-----------------------|--------------------------------------------------------|
| Item No. | Item Description | Total Quantity | Delivery Period |
| 1 | Decker Oven | 430 | Within 200 days from issuance of the Notice to Proceed |
| 2 | Gas Range with Oven, 4 Burner | 1528 | -same as above- |
| 3 | Oven | 83 | -same as above- |
| 4 | Stock Pan Burner | 334 | -same as above- |

LOT 8 : REFRIGERATORS

| Item No. | Item Description | Total Quantity | Delivery Period |
|-----------------|-------------------------|-----------------------|--------------------------------------------------------|
| 1 | Chiller | 83 | Within 200 days from issuance of the Notice to Proceed |
| 2 | Freezer | 83 | -same as above- |
| 3 | Reach-In Freezer | 334 | -same as above- |
| 4 | Reach-In Refrigerator | 334 | -same as above- |
| 5 | Refrigerator, 7 Cu. Ft. | 703 | -same as above- |
| 6 | Underbar Refrigerator | 14 | -same as above- |
| 7 | Upright Freezer | 430 | -same as above- |

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) 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

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 Bidders 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 the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

The detailed specifications as indicated below are minimum parameters and a bidder may offer items equivalent to or superior than these specifications.

General Requirements/Specifications

| Item | Specification | Statement of Compliance and Cross-Reference |
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| 1 | All equipment and components must be of the required level of technology, new, compliant with the requested specifications, responding to current quality standards in international markets, manufactured by reputable and consolidated international brands, reliable and fully adequate for the intended purpose. | |
| 2 | All major components must have a unique serial numbers and e-copy in Excel format shall be submitted to DepEd – BLR. | |
| 3 | All equipment markings, user manuals and electronic copies must be in English. | |
| 4 | All equipment shall conform and operate on the standard electric supply in the Philippines (220Vac, 50/60 Hz power, type A & B power sockets) | |
| | All equipment must be able to operate in the environmental conditions of the different locations in The Philippines, especially considering humid environments at temperatures ranging from 8°C to 45°C, dusty and moisty environments and frequently salty air. | |
| | All connections between components shall be ready to operate, once installation is finalized. | |

| Item | Specification | Statement of Compliance and Cross-Reference |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| | All necessary cables, adaptors and connections must be included and clearly marked, in order to facilitate rapid and accurate assembly. | |
| | A certification from the Brand and product Manufacturer shall be provided confirming that the proposed brand and product parts will be available and serviceable for at least five (5) years after delivery and acceptance of the goods. | |
| | Imported products should pass international quality control product standards and have international quality control product markings such as CE, ISO, ASTM, ASQC, AFCIQ, ASQ, DGQ, EOQC, IQA, and the likes, while locally made products (Philippine-made) should pass the local quality control product standards and bear the PS mark. | |
| | Motor temperature rise should comply to NEMA Standards MG 1-2011, 12.43 | |
| | The item must be branded and good quality. | |

Detailed Technical Specifications

| LOT 1 : SEWING MACHINES AND ACCESSORIES | | | |
|-----------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------|-----------------------|
| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| 3 THREAD OVER LOCK MACHINE | Type: Over Lock Machine | | |
| | No. of Threads: 3 | | |
| | Stitch Length: 0 to 5 mm | | |
| | Stitch Formation: Overlock Stitch | | |
| | Stitches per minute: 1,200 - 1,600 | | |
| | Wattage: 300 - 400 W | | |
| | Needle Type: DC-27 size 11 or equivalent | | |
| | With fully assembled sturdy table and a 220 to 240 V AC, 60 hz. Single phase, clutch motor | | |
| | Table size :L= 42 inches (+&- 1 inch) x W= 20 inches (+&- 1 inch) ; Height: at least 29-30 inches | | |

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| | Dual pedal stand. | | |
| | Comes with english manual that contains: users guide, list of parts, maintenance guide, safety guide. | | |
| | Includes 25 pcs. spare needles | | |
| | Ready to use | | |
| BAR TACK MACHINE | Type : Industrial Sewing Machine; | | |
| | Stitch Formation : Lock Stitch; | | |
| | MAX. SEWING SPEED:1500- 1800 stitches per minute | | |
| | Max. Sewing Thickness : 0- 14 mm | | |
| | Flat-Bed, treadle, 4 legs ,thread stand and bobbin winder, wooden table; | | |
| | Power in watts: 300 - 400 watts , Voltage: 220/240 volt AC, 60 hz. Single Phase | | |
| | Mechanical Configuration : Cylinder-Bed | | |
| | Table size :L= 42 inches(+&- 1inch) X W= 20 inches (+&-1 inch); Height: at least 29 inches(+&- 1inch) | | |
| | Comes with 1.5 m power cord, flat blade attachment plug (Type A plug) | | |
| | Comes with english manual that contains: users guide, list of parts, maintenance guide, safety guide. | | |
| | Includes 25 pcs. spare needles | | |
| | Ready to use | | |
| BUTTON HOLER (HIGH SPEED INDUSTRIAL MACHINE) | Type: Industrial sewing machine | | |
| | Size of knife and incision:6 - 19 mm | | |
| | Stitches per minute:2,500 - 3,000 | | |
| | Voltage: 220/240 volts, AC 50/60 Hz. Single Phase | | |
| | Power:300- 400 watts | | |
| | Needle bar stroke:0- 34 mm | | |
| | Max materials thickness:0- 4mm | | |
| | Needle number: 54 needle-345 needle (alternating gear) | | |
| | Needle: DPx5 #11 or equivalent | | |
| | Way of speed down: travelling pedal | | |

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| | Way of lubrication: Auto lubrication | | |
| | Mechanical Configuration: Flat Bed Treadle | | |
| | Thread stand and bobbin winder | | |
| | Table size ;L=42 inches(+&- 1 inch) W= 20 inches(+&- 1 inch) Height: at least 29 inches(+&- 1 inch) | | |
| | Comes with english manual that contains: users guide, list of parts, maintenance guide, safety guide. | | |
| | Includes 25 pcs. spare needles | | |
| | Ready to use | | |
| FEED OFF THE ARM | Type : Industrial Sewing Machine | | |
| | Stitch Formation : Chain Stitch | | |
| | Mechanical Configuration : Off-the-arm | | |
| | Power in watts :300- 400 watts ,voltage:220/240 volts AC,50-60 hz, single phase | | |
| | Stitches per minute:2,500- 3000 | | |
| | Flat-Bed, treadle, 4 legs ,thread stand and bobbin winder, wooden table. | | |
| | Table size :L= 42inches(+&- inch) x W= 20 inches(+&- 1 inch) ; Height: at least 29 inches(+&- 1 inch) | | |
| | Max. Sewing Thickness :0- 10 mm | | |
| | Stitch Length : 0 - 4 mm | | |
| | Comes with 1.5 m power cord, with flat blade attachment plug (Type A plug) | | |
| | Comes with english manual that contains: users guide, list of parts, maintenance guide, safety guide. | | |
| | Includes 25 pcs. spare needles | | |
| Ready to use | | | |
| | Type: Lockstitch Machine | | |
| | Stitches per minute: 1,500 - 2000 | | |
| | Stitch length range: 0 to 5 mm | | |
| | Needle type: DB X 1, sizes 9 to 18 or equivalent | | |

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| SINGLE NEEDLE LOCKSTITCH MACHINE | Power: 200 V- 240V AC, 50/60 HZ. SINGLE PHASE ; Wattage: 300 - 400 Watts | | |
| | Industrial clutch motor | | |
| | Needle bar stroke: 0 - 32 mm | | |
| | Functional, complete with accessories (Thread stand, bobbin winder; knee lifter, Oil pan or Reservoir) | | |
| | Table size :L= 42inches(+&- 1inch) XW= 20 inches(+&- 1inch) ; Height: at least 29inches(+&- 1inch) | | |
| | Additional spare: a) 25 pieces Bobbin spool metal; b) 25 pieces Bobbin case metal c) 5 pieces' zipper foot metal; d) 5 pieces invisible zipper foot metal; e) 5 pieces shirring foot metal; f) 25 spare needles; | | |
| | Comes with english manual that contains: users guide, list of parts, maintenance guide, safety guide. | | |
| Ready to use | | | |

| LOT 2 : WELDING MACHINES AND EQUIPMENT | | | |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------|
| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| ARC WELDING MACHINE, | Type: Transformer type, AC Stick holder, Fan Cooled, with thermal protection, with output current control of 1 to 1.5 Ampere or stepless | | |
| | Input Ratings: 220 / 240 Volts AC, 50 / 60 Hz, Single phase | | |
| | Current Range: AC-50 to 300 Amperes | | |
| | No load Voltage: 80 Volts to 90 volts | | |
| | Rated Voltage: 35 Volts to 40 volts | | |
| | Duty Cycle: 60% | | |

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| AC/DC WITH ACCESSORIES | <p>Accessories:</p> <ul style="list-style-type: none"> a) 4.5 meters to 5 meters long x 50 sq. mm electrode cable with insulated copper electrode holder; b) copper alloy earth clamp with 3 meters to 4 meters long x 50 sq. mm earth cable; c) 2 meters to 3 meters long 16 sq. mm primary cable | | |
| | <p>With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance.</p> | | |
| Automatic Gas Cutting Machine | <p>Input Power: 220 / 240 Volts AC, 50 / 60 Hz, Single Phase</p> <p>Mode of Cutting: Gas Cutting, Single Torch, Straight and Circular Cutting</p> <p>Track Type: Convex type</p> <p>Cutting Thickness: 6 mm to 100 mm</p> <p>Cutting Speed (mm/min): 50-750</p> <p>Diameter of Circular Cutting (mm): 200 to 2000</p> <p>Dimensions(mm): 470 x 230 x 240</p> <p>Main body of the machine is made of high-strength die-casting aluminum</p> <p>With constant control speed</p> <p>T-grade Oxygen and Acetylene hoses</p> <p>Quick connectors for connecting the hoses</p> <p>With Flashback arrestor</p> <p>With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance.</p> | | |
| Bench Grinding Machine, Pedestal | <p>Motor: 1/2 Hp, 220 / 240 Volts AC, 50 / 60 Hz, Single Phase</p> <p>RPM: 3450</p> <p>Grinder includes medium and coarse grit</p> <p>Wheel Size: 6 inches x 3/4 inch x 1/2 inch</p> | | |

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| | <p>Equipped with the following features:</p> <ol style="list-style-type: none"> Industrial quality totally enclosed motor Pre-lubricated sealed ball bearing construction Safety eye shields Adjustable tool rests Built-in water pot Slip resistant rubber mounts On/Off Switch Three conductor cord and plug Built-in LED work lights over both wheels | | |
| | <p>With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance.</p> | | |
| | <p>Motor temperature rise should comply to NEMA Standards MG 1-2011, 12.43</p> | | |
| | <p>Bench Grinder Stand:</p> <ul style="list-style-type: none"> Material: Steel Length: 31-1/2 inches Base Size: 16-1/2 inches x 14-1/2 inches Table Size: 12-1/2 inches x 10 inches Provide base with mounting holes and mounting bolts Top mounting plate has 1/2 inch x 1 inch slots | | |
| <p>Oxy-Acetylene Welding &Cutting Outfit</p> | <p>Heavy Duty Welding/ Cutting Outfit with:</p> <ol style="list-style-type: none"> Welding Torch Handle with Check Valve; Welding Nozzle (# 2, #3, # 4, #5, #6) Cutting Nozzle High pressure Oxygen Regulator and Acetylene Regulator with pressure Gauges; Twin heavy-duty welding hose (Grade "T"), complete with 1/4-inch c/w fittings; Hose Length is 15 ft to 18 ft. With flashback arrestor; Friction Lighter (flint type striker); Regulator wrench; Tip cleaner tool Oxy / acetylene goggles O-ring Kit Provide a molded ABS plastic storage carrying case | | |

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| | With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | |
| Portable Electrode Oven | Type: 100 watts portable electrode oven | | |
| | Capacity: 10 lb | | |
| | Holds rods from 10 inches to 18 inches long electrode | | |
| | Body Material: Stainless steel | | |
| | Provide external thermostat control | | |
| | Stable in vertical and horizontal position | | |
| | Power cord : 1.5 meters power cord with attachment standard male plug | | |
| | Preheats rod up to 300 degrees F | | |
| | Input Voltage: 220 / 240 Voltage AC | | |
| | Branded | | |
| | With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | |
| Power Hack Saw | Motor Description: 1/2 Hp, 220 / 240 Volts ac, 50 / 60hz, Single Phase | | |
| | Length of Stroke: 110 mm to 160 mm | | |
| | Blade Size: 400 mm x 25 mm x 1.25 mm | | |
| | Capacity: 180 mm diameter, Rectangular: 130 mm x 180 mm | | |
| | Vise Angle: 0 to 45 degrees | | |
| | Variable hydraulic blade feed pressure with lift on the return stroke | | |
| | Heavy duty swiveling vise jaws allow for angle cutting up to 45 degrees | | |
| | Has an automatic stop and head turn at end of cut and height adjustment switch | | |
| | Has a built-in coolant tank, motor pump, stock support stand, adjustable stock gauge, toolkit and 3-wire cord with plug | | |
| | Must be branded | | |
| | With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | |

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| | Motor temperature rise should comply to NEMA Standards MG 1-2011, 12.43 | | |
| Welding Machine, GMAW/MIG Welding Machine, MIG Gun and accessories | Input Voltage: 220 / 240 Volts AC, 50 / 60 Hz, Single Phase | | |
| | Output Current: 30 - 200 Amperes | | |
| | Duty Cycle: 40% @ 200A; 100% @ 126A | | |
| | Inverter | | |
| | Wire Type: 0.6-0.8 mm Solid Wire, 0.8-1.0 mm Flux Core Wire | | |
| | Output Voltage: 24 Volts | | |
| | Post Flow(S): 1.0 + 0.5 | | |
| | Rated Input Current: 37.5 | | |
| | Wire Speed (m/min): 3-13 | | |
| | Compatible 5 kg solid wire and 1 kg flux-core wire, if use 5 kg solid wire, need shield gas CO2 or mix shield gas CO2 and Argon | | |
| | Built-in polarity conversion | | |
| | Fan with auto-sleep function | | |
| | Equip with over-heating protection | | |
| | Accessories: a) MIG Torch AB-15 binzel with 3 meters cable b) 8.2 ft(2.5m) # 25mm ² cable plus earth clamp c) 8.2 ft(2.5m) # 25mm ² cable plus electrode holder d) 2 lb(1kg) 0.8 mm flux-cored wire | | |
| With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | | |
| Welding Table/ Positioners | Power Input: 220 / 240 Volts AC, 50 / 60hz | | |
| | Capacity: Horizontal - 10 kg., Vertical - 5 kg. | | |
| | Rotary table Diameter: 180 mm | | |
| | Rotary table Height: 220 mm | | |
| | Chuck Size: 65 mm, 3 Jaws | | |
| Rotary Speed: 2 to 18 rpm | | | |

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| | Tilt Mode: Manual | | |
| | Tilt Range: 0 to 90 degrees | | |
| | Rotary Motor: 24 Volts DC, 20 watts | | |
| | Provide adjustable welding gun support to fix the position of the welding torch | | |
| | Provide air-powered tailstock to achieve the function of self-holding to the work piece effectively | | |
| | Must be branded | | |
| | With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | |
| | Motor temperature rise should comply to NEMA Standards MG 1-2011, 12.43 | | |

| LOT 3 : ELECTRICAL TESTING DEVICES | | | |
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| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| BATTERY TESTER | Digital Multi tester | | |
| | Test al 12 Volts car/motorcycle electrical system | | |
| | Battery Test Type: All lead acid starter battery, including regular flooded, EFB, AGM tablet battery, AGM winding battery, GEL battery and etc. | | |
| | Voltage measure range: 7 - 30 Volts DC | | |
| | Has compensation adjustment for battery temperature of at least, in Fahrenheit, 0°F to 125°F or, in Celsius, -18° C to 52° Celsius. | | |
| | Shows condition of battery using built-in load and shows the amount charged | | |
| | Permits cold crank testing without inserting probe into battery cell | | |
| | Determines proper activation of dry charged batteries | | |

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| | Has a large, easy-to-read meter; (screen size: Approx. 50 mm x 25 mm) | | |
| | Furnished in a box; housing material: resistant to acid and will not rust, at least vinyl coated. | | |
| | Includes two flexible cables (red and black; at least 4 ft.) paired with insulated clamps (red and black). | | |
| | Permanent operating instructions printed on the unit. | | |
| CLAMP AMMETER, DIGITAL | Voltage range: 10 to 600 volts AC / DC | | |
| | Amperes range: 20 to 400 amperes | | |
| | Resistance range: 0 to 400 ohms | | |
| | Battery type: AAA 1.5 volts | | |
| | Frequency (A): 20 to 4 K / 10 Mhz (megahertz) | | |
| | Frequency (V): 4 K to 4 M / 10 Mhz | | |
| | Comes with test probe / lead, continuity buzzer and leather casing | | |
| | English user's manual that contains: Operation guide, maintenance / troubleshooting guide, safety guide and list of parts | | |
| | Item must be branded | | |
| EARTH RESISTANCE TESTER | Earth ground voltage range: 0 to 600 volts AC | | |
| | Earth ground resistance range: 0.01 Ω to 2000 Ω | | |
| | Testing wires: 3 (1 red - 20 m), (1 green - 5 m), (1 yellow - 10 m) | | |
| | Power source: Battery 9 volts | | |
| | Working temp. & humidity: -10°C to 40°C, below 80% RH (relative humidity) | | |
| | Storage temp. & humidity: -20°C to 60°C, below 70% RH | | |
| | Testing wires length: 1.5 to 5 meters | | |
| | Testing wire color: Red and green (standard) | | |
| | Comes with display, data hold, data read, alarm, spool of wires, and casing | | |

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| | English user's manual that contains: Operation guide, maintenance / troubleshooting guide, safety guide and list of parts | | |
| | Item must be branded | | |
| Insulation Resistance Tester | Voltage range: 50 to 1000 volts | | |
| | Resistance range: 100 to 4,000 MΩ | | |
| | Test voltage: 50 V / 100 Mohms to 1000 V / 4000 Mohms | | |
| | Continuity check test: 200 mA to 300 mA | | |
| | Operating temp.: 0°C to 40°C | | |
| | Storage temp.: - 10°C to - 60°C | | |
| | Power source: 1.5 volts X 6 (AA battery) | | |
| | Comes with test probe / lead & leather casing | | |
| | English user's manual that contains: Operation guide, maintenance / troubleshooting guide, safety guide and list of parts | | |
| | Item must be branded | | |
| MULTIMETER, ANALOG | AC voltage: 10 to 750 volts | | |
| | DC voltage: 0.1 to 1000 volts | | |
| | Resistance range: X1 to X1K | | |
| | AC current: 150 mA to 150 uA | | |
| | DC current: 0.25 to 50 uA | | |
| | Comes with test probe, scale, pointer, zero position adjuster, selector knob, zero ohms adjuster knob, test probe storage space and meter cover | | |
| | English user's manual that contains: Operation guide, maintenance / troubleshooting guide, safety guide and list of parts | | |
| | Item must be branded | | |
| MULTIMETER, DIGITAL | Digital Multi tester | | |
| | Automatic polarity indication | | |
| | Continuity test with buzzer sound in circuit | | |
| | At least 3 inches LCD Display | | |

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| DC voltage 1000 mV - 0.1 mV (+/- 5% +1) | | |
| AC voltage 750 mV - 0.1 mV (+/- 0.8% +3) | | |
| AC current 20 mA - 20 mA (+/- 1% +3) | | |
| Resistance 200 ohms - 2000 ohms (+/- 2.5%+3) | | |
| Frequency measurement range: 0 to 10 MHz | | |
| Temperature measuring range: -20°C to 1000°C (-4°F to 1832°F) | | |
| Turn buzzer | | |
| Power Source: 9V Battery | | |
| Must be branded | | |
| With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | |

| LOT 4 : AUTOMOTIVE TOOLS AND EQUIPMENT | | | |
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| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| BORE GAUGE | Bore Gauge Category: Dial, 0.01 graduation | | |
| | Measuring Range: from 35 mm to 150 mm | | |
| | Bore Depth: 150 mm | | |
| | Accuracy : 0.018 mm | | |
| | Repeatability: 0.003 mm | | |
| | No. of Anvils: 16 to 18 | | |
| | Carbide tip on measuring plunger | | |
| | Comes with ABS plastic storage case | | |
| | Self-centering dial indicator is fully protected by plastic or rubber cover | | |

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| | <p>Must have individual slots for ring and rod indicating size to select specific range inside the storage case.</p> <p>Fitted in the case:</p> <ul style="list-style-type: none"> a) Dial Indicator, 0.01 graduation b) At least 16 pcs. Anvils c) Minimum 1 pc. 50 mm Extension Rod d) 4 pcs. Spacer(0.05 mm, 1.0 mm, 2.0 mm, 3.0 mm) | | |
| DIAL INDICATOR | Material: Satin chrome plated steel | | |
| | Bezel Diameter: 58 mm with transparent dial cover with adjustable scale and stop screw | | |
| | Stem Diameter: 8 mm | | |
| | Range: 0 to 10 mm, 0.01 graduations | | |
| | Plunger Length: 20 mm w/ removable tungsten carbide tip | | |
| | Plunger Diameter: 6 mm | | |
| | Thickness: 22 mm to 24 mm | | |
| | With back lug | | |
| | Magnetic Stand with complete dial indicator holder | | |
| | Magnetic Base Dimensions: (LxWxH) 63 mm x 50 mm x 55 mm., 60kg pull with off/on function | | |
| | Stand Rod Material: Chrome plated steel rod | | |
| | Stand Rod Size: 12 mm dia x 175 mm long | | |
| | Extention Rod Material: Chrome plated steel rod | | |
| | Dimensions: 10 mm dia. x 175 mm long | | |
| Must be branded | | | |
| | <p>Rated voltage: 220 / 240 volts AC, 50 / 60 hz.</p> <p>Power in watts: 500 watts</p> <p>Phase: Single</p> <p>Overall length: 14 to 16 inches</p> <p>Temperature can reach: 550°C</p> | | |

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| <p>HEAVY DUTY SOLDERING IRON, 500 WATTS</p> | <p>Tip shank diameter: 1 1/8 inches (heavy duty)</p> <p>Tip length: 5 to 6 inches</p> <p>Tip materials: Flat copper</p> <p>Comes with power cord of 1.5 meters with moulded male plug</p> <p>English user's manual that contains: Operation guide, maintenance / troubleshooting guide, safety guide and list of parts</p> <p>With Soldering stand</p> <p>Item must be branded</p> | | |
| <p>Ignition Timing Light for Gasoline Engine</p> | <p>Material: Plastic</p> <p>Screen digital LCD readout</p> <p>Size: 14.5 inches x 10 inches x 3.5 inches</p> <p>Slim, rotating barrel for better aim at timing mark</p> <p>LED diagnostic indicator shows accurate engine RPM, Dwell angle, Volt and advance Degree</p> <p>Replaceable xenon flash tube</p> <p>With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance.</p> | | |
| <p>OUTSIDE MICROMETER, 0 TO 25MM</p> | <p>Material: Enameled frame and satin thimble and sleeve</p> <p>Measuring Range: 0 to 25 mm</p> <p>Resolution: 0.01 mm</p> <p>Accuracy: 0.01</p> <p>Type: Ratchet handle drive</p> <p>Carbide tip</p> <p>Display: Analog</p> <p>Comes with calibration standards and wrenches</p> <p>Lock nut</p> <p>Supplied in a wooden or plastic box</p> <p>With traceable calibration certificate</p> | | |

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| | Must be branded | | |
| PRICK PUNCH SET | Material: Hardened tempered steel | | |
| | Design: Pin loosening / removal and center marking | | |
| | Set consist the following: (5 pcs / set) <ul style="list-style-type: none"> • 1 pc - 1/16 x 3 inches, • 1 pc- 5/64 x 4 inches, • 1 pc- 3/32 x 4 inches • 1 pc - 1/8 x 4 inches, • 1 pc - 5/32 x 4 inches | | |
| | Comes with round shanks shape and with knurled for grip | | |
| | Size marking must be punched / embossed | | |
| | Comes with hard plastic storage case | | |
| | Item must be branded | | |
| Soldering Iron, 150 watts | Voltage: 220 / 240 volts AC, 60Hz, Single phase | | |
| | Power: 150 to 200 watts | | |
| | Handle: Plastic | | |
| | Type: Gun type | | |
| | With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | |
| | Interchangeable copper tip. | | |
| Soldering iron, 300 watts | Rated voltage: 220 / 240 volts AC, 50 /60 hz. | | |
| | Power in watts: 300 to 350 watts | | |
| | Maximum tip temp.: 550°C | | |
| | Overall length: 15 to 17 inches | | |
| | Tip shank diameter: 1 1/8 inches (heavy duty) | | |
| | Tip length: 5 to 6 inches | | |
| | Tip material: Flat copper | | |
| | Comes with 1.5 meters power cord with moulded male plug | | |

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| | English user's manual that contains: Operation guide, maintenance/troubleshooting guide, safety guide and list of parts | | |
| | Item must be branded | | |
| TACHOMETER | Type: Non-contact type | | |
| | Battery-operated | | |
| | Accuracy: +/- 0.05% | | |
| | Measuring Range: 0 to 99,999 RPM | | |
| | LED light | | |
| | Auto-zero adjustment | | |
| | At least 5 digit LCD display | | |
| | Measuring Distance: 2 - 20 inches | | |
| | Comes with a molded plastic case and a reflective tape | | |
| | With user's manual written in English that contains operating procedure, parts with description, safety procedure, and maintenance. | | |
| | Must be branded | | |
| Vernier Caliper, 0 to 100mm | Material: Stainless Steel, hardened | | |
| | Type: English System fractional and Metric Vernier Scale | | |
| | Measuring Range: 0-6 inches and 0-150mm | | |
| | Resolution: 0.02mm | | |
| | Highly polished surface, ensuring the accuracy | | |
| | Ergonomic thumb adjustment with textured grip | | |
| | Lock screw to hold the slide in position | | |
| | Precision laser engraved lines, accurate scale and clear lines | | |
| | With integrated depth rod | | |
| | Comes with a wooden case or plastic case | | |
| | It must be branded | | |

| LOT 5 : AGRICULTURAL MACHINES | | | |
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| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| LAWN MOWER | Chassis material: Aluminum, folding type handle | | |
| | Engine power: 3 - 4 HP | | |
| | Engine type: Single-cylinder, four-stroke and air-cooled | | |
| | Maximum working speed: 3,000 rpm | | |
| | Starting mode : Recoil cord start | | |
| | Fuel Type: Gasoline | | |
| | Cutting width: 350 to 500 mm | | |
| | With wheel adjuster or height adjuster | | |
| | Wheel diameter: 6 to 8 inches | | |
| With User's Manual in English which includes: a) a diagram of the parts with their names, b) assembly instructions, c) operating procedures on how to use the equipment, d) safety precautions when using the equipment, e) basic troubleshooting and maintenance procedures. | | | |
| BLOWER | Two cycle gasoline engine; | | |
| | Engine displacement; 25 cc | | |
| | 430 to 450 CFM, 200 to 250 air speed | | |
| | Air volume 430 cfm; Speed; Variable | | |
| | The item must be branded. | | |

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| | <p>With User's Manual in English which includes:</p> <ol style="list-style-type: none"> a diagram of the parts with their names, assembly instructions, operating procedures on how to use the equipment, safety precautions when using the equipment, basic troubleshooting and maintenance procedures. | | |
| CARBONIZER | Material: Steel and heat resistant insulator | | |
| | With exhaust fan 220 to 250 watts | | |
| | Fuel: LPG gas | | |
| | Temperature: 420 to 480°C; Carbonization time: 10 hours | | |
| | Energy consumption: 15 kgs LPG gas | | |
| | Comes with 3 outer stove, 9 inner stove, 3 smoking recycle tube, 3 purification tank | | |
| | With 1-five ton hoisting equipment with E-hoist and 2 meters power cord | | |
| Comes with English user's manual and operating procedure, parts w/ description and safety procedure. | | | |
| CHAIN SAW, PORTABLE | 16 inch High Quality 52cc Gasoline Chain Saw | | |
| | Engine type: air cooling , single cylinder, two stroke | | |
| | Displacement: at least 52 cc | | |
| | Output power: 2.5 - 3.0kw | | |
| | Idling speed: 2800rpm | | |
| | Oil/Fuel ratio: 1:25 | | |
| | Guide Bar size: 16 - 22 inches | | |
| Toolkit includes spark plug wrench, flat screw driver, file & allen wrench | | | |

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| | With english user's manual that contain operating procedure, parts w/ description and safety procedure. | | |
| | Branded | | |
| CHIPPER/SHRE DDER | Chipping Capacity: 70mm | | |
| | Chipping Knives Material; High speed steel; Blade Speed: 2400rpm | | |
| | Displacement; 196 cc; Starting System: Recoil | | |
| | Fuel Type: Gasoline | | |
| | With User's Manual in English which includes: a. a diagram of the parts with their names, b. assembly instructions, c. operating procedures on how to use the equipment, d. safety precautions when using the equipment, e. basic troubleshooting and maintenance procedures. | | |
| DRYING OVEN | Material thickness: 1.0 -1.2mm powder coated | | |
| | Exterior Dimensions: a. Height: 1 1/2 to 2 meters b. Length: 1 meter (-/+ 2 cm) c. Width: 1 meter(-/+ 2cm) | | |
| | Interior chamber are made of stainless steel material | | |
| | Maximum temperature setting: 200 deg. Celsius | | |
| | Heating method: Electric | | |
| | Rated Voltage: 220VAC,60Hz. | | |
| | Number of shelves: 4 | | |
| | With thermostatically controlled | | |

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| | Includes with User's Guide in English that contains: a. Operating procedure on how to use the equipment b. Safety precaution when using the equipment c. Basic tips for troubleshooting | | |
| | Branded | | |
| GRASS CUTTER | Engine type: Gasoline, Air-cooled, 2-stroke, Single cylinder. | | |
| | Starting mode : Recoil cord | | |
| | Speed : 2800 to 4000 rpm | | |
| | Displacement: at least 40.2cc, Gasoline engine | | |
| | Fuel Tank Capacity: 850 ml to 1.0 Liter | | |
| | With grass cutter steel blade | | |
| | With suspension belt support(shoulder strap) and toolkit that includes spark plug wrench, allen wrench and open wrenches | | |
| With User's Manual in English which includes: a. a diagram of the parts with their names, b. assembly instructions, c. operating procedures on how to use the equipment, d. safety precautions when using the equipment, e. basic troubleshooting and maintenance procedures. | | | |
| HAND TRACTOR | Power : 7 -8 hp | | |
| | Drive Wheel: 2WD | | |
| | Travelling speeds:2.0 to 20 km/hr | | |
| | Type of engine: Diesel | | |
| | Cooling mode: Water cooled or air-cooled | | |

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| | With linkage to Main farm implements | | |
| | Includes the following Main farm implements: 1.) Single-furrow plough a.) Material: Carbon steel plough 2.) Disc plough a.) Material: Carbon steel plough 3.) Rotary tiller a.) Material: Carbon steel tiller | | |
| | Branded | | |
| | With User's Manual in English which includes: a. a diagram of the parts with their names, b. assembly instructions, c. operating procedures on how to use the equipment, d. safety precautions when using the equipment, e. basic troubleshooting and maintenance procedures. | | |
| MECHANICAL COMPACTOR | Dimension: 110 cm by 43 cm by 78 cm | | |
| | Engine Power: gasoline, 5.5 to 7 HP, Starting mode : Recoil cord start | | |
| | Frequency: 5600 V.P.M. ; Centrifugal Force: 13.5KN | | |
| | Travel Speed: 15 to 20 m/min ; Plate Size: 57 cm by 43 cm | | |
| | Reversible handle control for forward and backward direction | | |
| | Wear-resistant open design base plates. Centrally-located lifting bar | | |

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| | <p>With User's Manual in English which includes:</p> <ol style="list-style-type: none"> a diagram of the parts with their names, assembly instructions, operating procedures on how to use the equipment, safety precautions when using the equipment, basic troubleshooting and maintenance procedures. | | |
| POWER SPRAYER | Power rated: 3-4hp | | |
| | Gasoline engine | | |
| | Operating Spraying pressure :150 - 200 psi | | |
| | Hose length: 9 - 10 meters | | |
| | With spray gun | | |
| | With safety valve to ensure safe working and the pressure can be regulated. | | |
| | With rigid base bar to prevent from motor vibration and disalignment | | |
| | <p>Includes with User's Guide in English that contains:</p> <ol style="list-style-type: none"> Diagram of the parts with their names Operating procedure on how to use the equipment Safety precaution when using the equipment Basic troubleshooting and maintenance procedure | | |
| It must be branded | | | |

| LOT 6 : BREAD AND PASTRY PRODUCTION MACHINES | | | |
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| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| | Maximum Air Pressure: 25 psi; | | |

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| Air Compressor with Airbrush Cake Decorating Set | Input Voltage: 100 to 250 Volts AC, 50 / 60 Hz, 0.6A max.; | | |
| | Output Voltage: 12 Volts, 1.6 Amperes; | | |
| | Air flow: 9 to 11 L/min.; | | |
| | Nozzle diameter: 0.3mm (0.011 in.); | | |
| | Fluid Cup Capacity: 7 cc (0.43 cu. In.); | | |
| | Hose: 1/8 inch diameter x 5.9 ft.-6 ft long ; | | |
| | Air Compressor size: 4.5 x 4.3 x 2.2 inches ; | | |
| | Airbrush Size: 5.8 x 1.1 x 4.7 inches; | | |
| | With standard accessories: a) 1 pc. Dual Action 0.3 mm airbrush, b) 1 pc. Mini wrench, c) 1 pc. Airbrush holder, d) 1 pc. Air compressor, e) 1 pc. Storage case for airbrush kit, f) 1 mini Air filter, g) 1 pc. Eye Dropper, h) 1 pc. AC transformer, i) 1 length Air Hose, j) 1 pc. Plug adapter; | | |
| | Comes with English instruction manual that contain: a) Operation guide, b) Maintenance / troubleshooting procedure, and c) list of parts; | | |
| Must be branded | | | |
| Bread Slicer Machine - Tabletop | Material: Stainless Steel | | |
| | Length: 22 inches; Width: 28 inches; Height: 20 inches | | |
| | Blade material: Stainless steel | | |
| | Blade Width: 1/2 inch | | |
| | Thickness of Blade: 1/16 inch | | |

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| | Electric Power: 250 Watts | | |
| | Voltage: 220 / 240 Volts AC, 50 / 60 Hz | | |
| | Length Power Cord : 1.5 meter with attachment standard male plug | | |
| | Delivery must include correct instruction manual written in good english that contain: <ul style="list-style-type: none"> • Operation guide, • maintenance and troubleshooting procedure | | |
| | The materials used must be non-toxic. | | |
| | The item must be branded | | |
| | Motor temperature rise should comply to NEMA Standards MG 1-2011, 12.43 | | |
| Commercial Stand Mixer with Complete Attachment | Body material: Metal White | | |
| | Attachment includes: <ol style="list-style-type: none"> a) Stainless steel bowl; b) Stainless Steel Metal wire whip; c) Aluminum flat beater; d) Spiral dough hook | | |
| | The bowl must be equipped with safety stainless steel bowl guard, stabilizer and locking handles. | | |
| | Stainless steel bowl capacity: 20 quarts | | |
| | Gear driven with 3 speeds: 94/165/386 RPM | | |
| | Dough weight capacity: 5 to 8 kg | | |
| | Rated voltage and Frequency: 220 / 240 Volts , 50-60 hz | | |
| | Rated power: 1 Hp/ 750 watts motor with gear-driven transmission | | |
| | Length Power Cord: 1.5 meters with attachment standard male plug | | |
| | The equipment is a gear driven transmission | | |

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| | Tilt-up head provides easy access to bowl/beaters. | | |
| | Comes with an instruction manual written in English that contain: <ul style="list-style-type: none"> • Operation guide, • Maintenance / troubleshooting procedure, and • list of parts | | |
| | The item must be branded | | |
| | Motor temperature rise should comply to NEMA Standards MG 1-2011, 12.43 | | |
| Mechanical Dough Roller | Stainless Body, 0.8 mm thick with the following dimensions: <ul style="list-style-type: none"> • Length : 55 cm x Width: 33 cm x Height: 89 cm | | |
| | Roller dimensions: Diameter: 12 cm x Length: 35 cm | | |
| | Roller material: Steel with smooth surface finish | | |
| | Roller thickness adjustments: 0 to 2 cm | | |
| | Dough weight capacity: 100 to 2000 gram/ hr. | | |
| | Rated voltage: 220 / 240 Volts AC, 60 Hz | | |
| | Motor power : 2,000 Watts , full copper wire motor, w/ switch control | | |
| | Length Power Cord: 1.5 meter with attachment standard male plug | | |
| | With motor overload automatic protection | | |
| | With removable, spring-loaded scrapers for easy cleaning | | |
| | Catch basin made by stainless steel material. | | |
| Safety covers for the rollers and other drive mechanism | | | |

| | | | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | Equipped with emergency stop button | | |
| | Comes with instruction manual written in english that contain: <ul style="list-style-type: none"> • Operation guide, • maintenance/ troubleshooting procedure and • list of parts | | |
| | Must be branded | | |
| | Motor temperature rise should comply to NEMA Standards MG 1-2011, 12.44 | | |

| LOT 7 : BURNERS AND OVENS | | | |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------|
| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| Decker Oven | Body material: Stainless Steel, 1.25 mm | | |
| | Oven Dimension: Length: 140 cm x Width : 79.5 cm x Height: 60 cm | | |
| | Oven Interior/chamber Dimension: <ul style="list-style-type: none"> • Length: 104 cm x Width: 48 cm x Height: 40 cm | | |
| | Power source: LPG with brand new LPG tank (11 kg) , hose and regulator | | |
| | Oven burner: 1 | | |
| | Handle with rubber insulation | | |
| | Size of rack: 103 cm x 47 cm | | |
| | Number of racks: 2 | | |
| | Number of trays: 6 | | |
| | Temp.range: 0 to 350 degrees Centigrade | | |
| With timer control, temperature display (thermometer) | | | |

| | | | |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | <p>Delivery must include instruction manual in english that contain:</p> <ul style="list-style-type: none"> • Operation guide, • maintenance and troubleshooting procedure | | |
| | <p>The item must be branded</p> | | |
| <p>Gas range w/ oven, 4 burner</p> | <p>Housing Material: Stainless Steel</p> | | |
| | <p>Dimensions: Width = 20 inches x Height = 43 inches x Depth = 26 inches</p> | | |
| | <p>Number of open burners: 4 burners</p> | | |
| | <p>Oven Capacity: 2.4 cu. ft.</p> | | |
| | <p>Temperature range: 200 to 550 degree Fahrenheit (93-288 degree Centigrade)</p> | | |
| | <p>See-thru glass oven window; 1 pc. Oven burner</p> | | |
| | <p>Fuel: LPG with brand new LPG tank (11 kg) , hose, hose clamp and regulator</p> | | |
| | <p>The unit equipped with electronic ignition system.</p> | | |
| | <p>Power rated: 220 / 240 Volts AC, 60 Hz</p> | | |
| | <p>Power cord: 1.5 meter with moulded male plug</p> | | |
| | <p>There are four adjustable legs for leveling the unit</p> | | |
| | <p>Comes with english user's manual that contain:</p> <ul style="list-style-type: none"> • Operation guide, • Maintenance and troubleshooting procedure. | | |
| | <p>Must be branded</p> | | |

| | | | |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Oven | Oven Dimensions: <ul style="list-style-type: none"> • Height = 30 inches (+/- 2 inches) • Width = 26 inches (+/- 2 inches); • Depth = 26 inches (+/- 2 inches) | | |
| | Oven Capacity: 4.3 cu. ft. | | |
| | Bake Power rating: 2500 to 3,000 watts | | |
| | Rated voltage : 220 / 240 Volts AC, 50 / 60 Hz | | |
| | Ampere rating: 20 Amperes | | |
| | Number of detachable racks : 4 | | |
| | Comes with Digipad that displays setting time, cooking temperature, high and low broil and other cooking modes | | |
| | Oven Door with see-thru Window | | |
| | Power cord: 1.5 meters with moulded male plug | | |
| | Comes with english user's manual that contain: <ul style="list-style-type: none"> • Operation guide, • maintenance and troubleshooting procedure. | | |
| The item must be branded. | | | |
| Stock Pan Burner | Body material: stainless steel construction in heavy duty and corrosion resistant | | |
| | Burner material: cast iron burner | | |
| | Number of ring: 3 | | |
| | Heat capacity: 55 MJ/hr | | |
| | Gas pressure: 2.75 kpa | | |
| | Fitting size: 3/4 inch NPT gas inlet | | |
| | Overall Dimension: W- 18 inches x D- 22 inches x H- 22 inches (+ /- 2 inches) | | |

| | | | |
|--|-----------------------------------------------------------------------------------------------------------|--|--|
| | Crumb tray easily remove for cleaning | | |
| | 6 inches Adjustable legs | | |
| | Power source: LPG with brand new LPG tank (11 kg), hose, clamp and regulator | | |
| | Comes with english user's manual that contain: operation guide, maintenance and troubleshooting procedure | | |
| | Must be branded. | | |

| LOT 8 : REFRIGERATORS | | | |
|------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------|
| ITEM | SPECIFICATIONS | BIDDER'S STATEMENT OF COMPLIANCE | BIDDER'S ACTUAL OFFER |
| CHILLER | Housing material: Steel (coated) | | |
| | Fan cooled system | | |
| | Rated Power: 150 to 250 watts | | |
| | Rated voltage: 220 / 240 Volts AC, 60 Hz. | | |
| | Capacity : 7 cu.ft | | |
| | Seven (7) level temperature control | | |
| | Three (3) adjustable wire shelves | | |
| | Double glass lid | | |
| | Internal lamp switch | | |
| | The refrigerant must be CFC (chlorofluorocarbon) free. | | |
| | Comes with user's manual in english that contain : Operation guide, maintenance and troubleshooting procedure. | | |
| The item must be branded. | | | |
| FREEZER | Material: Metal body (coated) | | |
| | Chest Type Freezer | | |
| | Capacity: 5 to 7 cu. Ft. | | |

| | | | |
|-------------------------|---------------------------------------------------------------------------------------------------------------|--|--|
| | Manual defrost with defrost drain | | |
| | Number of Doors: 1 | | |
| | Rated Power : 215 to 250 watts | | |
| | Power supply: 220 / 240 Volts AC, 50 / 60 Hz. | | |
| | Mechanical control with adjustable thermostat | | |
| | Self-door closing | | |
| | The refrigerant must be CFC (chlorofluorocarbon) free | | |
| | Comes with adjustable leveling feet | | |
| | Power cord : 1.5 meters with moulded male plug | | |
| | Comes with user's manual in english that contain: Operation guide, maintenance and troubleshooting procedure. | | |
| | The item must be branded. | | |
| REACH-IN FREEZER | Body Material: Stainless Steel | | |
| | Single door | | |
| | Dimensions: Width = 28 to 34 Inches x Depth = 29 to 34 Inches x Height = 65 to 82 Inches | | |
| | Capacity: 20 cu. ft. | | |
| | Defrost type: Automatic defrost function | | |
| | Rated Voltage: 220 / 240 Volts AC, 60 Hz. | | |
| | Wattage : 450 watts to 550 watts | | |
| | Temperature Range : 0 to -25 degrees centigrade | | |
| | Number of interior shelves : 4 shelves | | |
| | Comes with Integrated door lighting for excellent visibility | | |

| | | | |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------|--|--|
| | With four caster wheels 2 inches to 3 inches diameter | | |
| | Self- door closing | | |
| | The refrigerant must be CFC (chlorofluorocarbon) free | | |
| | Power cord : 1.5 meters with moulded male plug | | |
| | Comes with English user's manual that contain: operation guide, maintenance / troubleshooting procedure and list of parts | | |
| | Must be branded | | |
| Reach-in Refrigerator | Capacity: 20 cu.ft. | | |
| | Defrost type: Frost free | | |
| | Rated Voltage: 220 / 240 Volts AC, 60 Hz | | |
| | Wattage : 200 watts to 350 watts | | |
| | Width: 28 to 34 inches | | |
| | Depth: 29 to 34 inches | | |
| | Height: 65 to 82 inches | | |
| | The refrigerant must be CFC (chlorofluorocarbon) free | | |
| | Temperature Range : 30 to 41°F | | |
| | No. of doors: 1 | | |
| | Diameter of caster wheel : 2 inches to 3 inches diameter | | |
| | Power cord: 1.5 meters with moulded male plug | | |
| | Comes with English user's manual that contain : Operation guide, maintenance and troubleshooting procedure. | | |
| The item must be branded | | | |
| Refrigerator, 7 cu. ft. | Rated voltage: 220 / 240 volts AC | | |
| | Capacity: 7 cu. Ft | | |

| | | | |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--|--|
| | Frequency: 60 hertz | | |
| | Refrigerant: 134A | | |
| | Design: Two doors and top mounted freezer with interior bulb | | |
| | comes with 1.5 meters power cord with moulded male plug, no-frost | | |
| | English user's manual that contains: Operation guide, maintenance/troubleshooting guide, safety guide and list of parts | | |
| | Must be branded | | |
| Underbar refrigerator | TYPE: 2 doors Underbar refrigerator | | |
| | Material: Stainless Steel | | |
| | Thickness: 0.5mm to 0.7mm | | |
| | Dimension: Height: 35 inches to 38 inches, Depth: 24 inches to 30 inches | | |
| | Capacity: 11 to 12 cu. ft. | | |
| | Door Type: Glass | | |
| | Power Supply: 220 / 240 Volts AC, 50 / 60 Hz; 1/3 horsepower Amps:6.4 amps. | | |
| | Comes with english manual that contains: users guide, list of parts, maintenance guide, safety guide. | | |
| The item must be branded and good quality. | | | |
| Upright Freezer | Materials : Metal body | | |
| | Dimensions: (H)- 1459 mm x (W) - 545 mm x (D)- 695 mm | | |
| | Freezing capacity: 7 to 9 cu. ft. | | |
| | Input voltage: 220 / 240 Volts AC, 50 / 60 Hz. | | |
| | Power cord : 1.5 meters with attachment standard male plug; | | |

| | | |
|-------------------------------------------------------------------------------------------------------------|--|--|
| Watts: 130 to 180 watts | | |
| Manual defrost system | | |
| Single door; | | |
| The refrigerant must be CFC (chlorofluorocarbon)free. | | |
| Comes with english user's manual that contain : Operation guide, maintenance and troubleshooting procedure. | | |
| The materials used must be non-toxic. | | |
| The item must be branded | | |

Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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Bid Form

Date: _____
Invitation to Bid² N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:³

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|------------------------------|------------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(if none, state "None")

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

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

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

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

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

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____, Invitation to Bid⁴ Number ____. Page ____ of _____.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|----------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|---------------------------------------|
| Item | Description | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination) | Total CIF or CIF price per item (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) |
| | | | | | | | | |

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁴ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid⁵ Number _ . 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 Insurance 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) |
| | | | | | | | | | |

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁵ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form

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, viz., [*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*] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity’s Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We⁶, 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 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 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;
 - (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.

⁶ *Select one and delete the other. Adopt the same instruction for similar terms throughout the document.*

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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

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Section IX. Foreign-Assisted Projects

Notes on Foreign-Assisted Projects

This Section is intended to assist the Procuring Entity in providing the specific information for foreign-assisted projects of the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank.

- (a) If the Funding Source is ADB, the Procuring Entity should use the ADB Bid Data Sheet and the ADB Special Conditions of Contract..
- (b) If the Funding Source is JICA, the Procuring Entity should use Section III. Bid Data Sheet and Section V. Special Conditions of Contract, both of the GOP.
- (c) If the Funding Source is World Bank, the Procuring Entity should use the World Bank Bid Data Sheet and the World Bank Special Conditions of Contract of the GOP.

The Procuring Entity shall use these PBDs with minimum changes as necessary to address project-specific conditions. Any such changes shall be introduced only through the Bid Data Sheet or through the Special Conditions of Contract, and not by introducing changes in the standard wording of the Instructions to Bidders and the General Conditions of Contract.

The Procuring Entity shall allow the Bidders sufficient time to study the Bidding Documents, prepare and complete responsive bids, and submit their bids. A period of at least twenty (20) days for bid preparation shall be required.

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1 (c) of the IRR of R.A. 9184;
- (b) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids; and
- (c) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid 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.

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

Notes on the Bid Data Sheet

This Section is intended to assist the Procuring Entity in providing the specific information in relation to the 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, the applicable rules regarding Bid price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

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

Notes on the Special Conditions of the Contract

Similar to the Section III. Bid Data Sheet, 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.

The provisions of this Section 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 procured. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

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Invitation to Bid for Foreign-Assisted Projects

[Letterhead of the Procuring Entity] INVITATION TO BID FOR *[Insert name of Project]*

1. The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Grant]* from the *[state the foreign government/foreign or international financing institution, (e.g. Asian Development Bank, Japan International Cooperative Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Grant]* to payments under the contract for *[insert name/no. of contract]*.

Select this for lot-procurement:

The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Grant]* from the *[state the foreign government/foreign or international financing institution, (e.g. Asian Development Bank, Japan International Cooperative Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Grant]* to payments under the contract for *[insert name/no. of contract]* for Lot *[insert number and identification of lot]*.

2. The *[insert name of Procuring Entity]* now invites bids for *[insert brief description of Goods to be procured]*.⁷ Delivery of the Goods is required *[insert the required delivery date or expected contract duration]*. Bidders should have completed, within *[insert relevant period]* 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 Sub-section 5, Section II. Instructions to Bidders and the corresponding *[[insert Asian Development Bank or World Bank, as appropriate]]* Bid Data Sheet.
3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”, with some amendments, as stated in these Bidding Documents and is open to all Bidders from eligible source countries as defined in the applicable procurement guidelines of the *[state the foreign government/foreign or international financing institution concerned (e.g. Asian Development Bank, Japan International Cooperation Agency, or World Bank)]*. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The approved budget for the contract (ABC) *{in case of lot-procurement, insert: “for Lot [insert number and identification]”}* is *[insert here the amount of the ABC]*.

[If ADB-funded project, ABC may be published, but it shall not be stated or implied that bid prices may not exceed ABC.]

⁷ A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

4. Interested bidders may obtain further information from *[insert name of the Procuring Entity]* and inspect the Bidding Documents at the address given below during *[insert office hours]*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *[insert date of availability of Bidding Documents]* from the address below *{[Insert if necessary: and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB⁸, in the amount of [insert amount in Pesos]. Note: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issues by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.}*

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

6. The *[insert name of the Procuring Entity]* will hold a Pre-Bid Conference⁹ on *[insert time and date]* at *[insert address for Pre-Bid Conference, if applicable]*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before *[insert time and date]*. All Bids must be accompanied by a bid security in the amount of _____ in *[insert the acceptable form]*.

Bid opening shall be on *[insert time and date]* at *[insert address for Bid opening]*. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. *[Insert such other necessary information deemed relevant by the Procuring Entity]*
9. The *[insert name of the Procuring Entity]* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

[Insert name of officer]
[Insert name of office]

⁸ For ADB-funded projects, the cost of bidding documents must be nominal, and may not be in accordance with the Guidelines issued by the GPPB. As such, the text “, pursuant to the latest Guidelines issued by the GPPB,” shall be deleted.

⁹ May be deleted in case the ABC is less than One Million Pesos (PhP 1,000,000.00) where the Procuring Entity may not hold a pre-bid conference.

[Insert postal address] and/or [Insert street address]

[Insert telephone number, indicate city code]

[Insert contact's email address]

[Insert facsimile number]

[Insert website address, if applicable]

*[Insert Name and Signature of the BAC
Chairperson or the Authorized
Representative of the BAC Chairperson]*

Asian Development Bank Bid Data Sheet

| ITB Clause | |
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| 1.1 | The Procuring Entity is <i>[insert name of Procuring Entity]</i> |
| 1.2 | The lot(s) and reference is/are: <i>[insert name]</i> |
| 2 | <p>The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is: <i>[Insert the name of the project]</i></p> <p>Payments by the Foreign Funding Source will be made only at the request of the Procuring Entity and upon approval by the Funding Source in accordance with the terms and conditions of Loan <i>{[or Grant, or Financing]}</i> Agreement No. _____ (hereinafter called the "Financing Agreement"), and will be subject in all respect to the terms and conditions of that Financing Agreement and the applicable law. No party other than the Procuring Entity shall derive any rights from the Financing Agreement or have any claim to the funds.</p> |

3.1

ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and

(vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or

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| | <p>witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p> <p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.</p> |
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| 5.1 | <p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p> <p>An Eligible Bidder shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.</p> |
| 5.2 | <p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p> |
| 5.4 | <p>Instruction is the same as the GOP Bid Data Sheet</p> |
| 7 | <p>Eligible goods and services shall have their origin in eligible source countries as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p> <p>For the purpose of this Clause, origin means the country where the goods have been grown in, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p> |
| 8.1 | <p>Instruction is the same as the GOP Bid Data Sheet</p> |
| 8.2 | <p>Instruction is the same as the GOP Bid Data Sheet</p> |
| 9.1 | <p>Instruction is the same as the GOP Bid Data Sheet</p> |
| 10.1 | <p>Instruction is the same as the GOP Bid Data Sheet</p> |

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| 12.1 | <p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <ul style="list-style-type: none"> i. Registration Certification of the Company; ii. List and copy of relevant contracts that comply to the experience requirement as specified in ITB Clause 5.4; iii. Audited financial statement for the past two years; iv. Committed Line of Credit from a universal or commercial bank, in accordance with ITB Clause 5.5 v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract; <p>b. Technical Documents</p> <ul style="list-style-type: none"> vi. Bid Security or Bid Securing Declaration as required in the ITB 18; vii. Conformity with the technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; viii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms. <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p> |
| 12.1(a)(ii) | Instruction is the same as the GOP Bid Data Sheet |
| 13.1 | Instruction is the same as the GOP Bid Data Sheet |
| 13.1(b) | Domestic preference is not applicable |
| 13.1(c) | Instruction is the same as the GOP Bid Data Sheet |
| 13.2 | ABC does not apply as ceiling for bid prices |
| 15.4(a)(iv) | Instruction is the same as the GOP Bid Data Sheet |
| 15.4(b) | Instruction is the same as the GOP Bid Data Sheet |
| 16.1(b) | Instruction is the same as the GOP Bid Data Sheet |

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| 16.3 | Instruction is the same as the GOP Bid Data Sheet |
| 17.1 | Instruction is the same as the GOP Bid Data Sheet |
| 18.1 | Instruction is the same as the GOP Bid Data Sheet |
| 18.2 | Instruction is the same as the GOP Bid Data Sheet |
| 20.3 | Instruction is the same as the GOP Bid Data Sheet |
| 21 | Instruction is the same as the GOP Bid Data Sheet |
| 24.1 | <p>The BAC shall open the bids in public on <i>September 2, 2019, 9:00 A.M.</i>, at <i>Bulwagan ng Karunungan, Ground Floor, Rizal Building, Department of Education Complex, Meralco Avenue, Pasig City.</i></p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In rescheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS and the procuring entity's websites.</p> |
| 24.2 | During Bid opening, if the first envelope lacks any of the documents listed in the ADB BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. Only the unopened second envelope shall be returned to the Bidder. |
| 24.3 | The BAC shall immediately open the financial proposals in the second envelope of the responsive bids. The bid price shall be read and recorded. |
| 27.1 | Domestic preference is not applicable |
| 28.3(a) | Instruction is the same as the GOP Bid Data Sheet |
| 28.3(b) | Instruction is the same as the GOP Bid Data Sheet |
| 28.4 | ABC does not apply as ceiling for bid prices |
| 29.2 | Instruction is the same as the GOP Bid Data Sheet |
| 32.4(f) | Instruction is the same as the GOP Bid Data Sheet |

Asian Development Bank Special Conditions of Contract

The ADB adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clause 1.1(j) (Funding Source) and GCC Clause 2.1 (Corrupt, Fraudulent, Collusive, and Coercive Practices) which shall read as follows:

| SCC Clause | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1(j) | The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i> . |

2.1

ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and

(vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

World Bank Bid Data Sheet

| ITB Clause | |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | The Procuring Entity is <i>[insert name of purchasing organization]</i> |
| 1.2 | The lot(s) and reference is/are: <i>[insert name]</i> |
| 2 | The Funding Source is the World Bank through <i>[indicate the Loan/Grant No.]</i> in the amount of <i>[insert amount of funds]</i> . The name of the Project is: <i>[Insert the name of the project]</i> |
| 3.1 | The World Bank Guidelines on Anti-Corruption, as stated in the Loan Agreement and as annexed to the World Bank Standard Conditions of Contract, shall be adopted. |
| 5.1 | No further instruction. |
| 5.2 | The Loan/Grant Agreement provides that procurement shall follow the Bank's Procurement Guidelines and Section 1.8 thereof permits the participation of firm from all countries except for those mentioned in Section 1.10 thereof.”. |
| 5.4 | Instruction is the same as the GOP Bid Data Sheet |
| 7 | Instruction is the same as the GOP Bid Data Sheet |
| 8.1 | Instruction is the same as the GOP Bid Data Sheet |
| 8.2 | Instruction is the same as the GOP Bid Data Sheet |
| 9.1 | Instruction is the same as the GOP Bid Data Sheet |
| 10.1 | Instruction is the same as the GOP Bid Data Sheet |

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| 12.1 | <p>During Bid opening, if the first bid envelope lacks any of the following documents, the bid shall be declared non-responsive.</p> <p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <p>i. Registration Certification of the Company; ii. List of relevant contracts that comply to experience requirement as specified in ITB Clause 5.4; iii. Audited financial statement for the past 2 years; iv. Line of Credit from a universal or commercial bank, in accordance with ITB Clause 5.5; v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract.</p> <p>b. Technical Document</p> <p>v. Bid Security or bid securing declaration as required in ITB 18; vi. Conformity with the technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; vii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p> |
| 12.1(a)(ii) | Instruction is the same as the GOP Bid Data Sheet |
| 13.1 | Instruction is the same as the GOP Bid Data Sheet |
| 13.1(b) | Domestic preference is not applicable. |

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| 13.2 | <p>ABC does not generally apply as a ceiling for bid prices.</p> <p>However, subject to prior concurrence of the World Bank, a ceiling may be applied to bid prices provided the following conditions are met:</p> <ul style="list-style-type: none"> a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids. b) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of works) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured. c) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors. d) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate. e) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works. |
| 15.4(a)(iv) | Instruction is the same as the GOP Bid Data Sheet |
| 15.4(b) | Instruction is the same as the GOP Bid Data Sheet |
| 16.1(b) | Instruction is the same as the GOP Bid Data Sheet |
| 16.3 | Instruction is the same as the GOP Bid Data Sheet |
| 17.1 | Instruction is the same as the GOP Bid Data Sheet |
| 18.1 | Instruction is the same as the GOP Bid Data Sheet |

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| 18.2 | Instruction is the same as the GOP Bid Data Sheet |
| 20.3 | Instruction is the same as the GOP Bid Data Sheet |
| 21 | Instruction is the same as the GOP Bid Data Sheet |
| 24.1 | <p>The BAC shall open the bids in public on <i>September 2, 2019, 9:00 A.M.</i>, at <i>Bulwagan ng Karunungan, Ground Floor, Rizal Building, Department of Education Complex, Meralco Avenue, Pasig City.</i></p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS and the procuring entity's websites.</p> |
| 24.2 | During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. |
| 24.3 | The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders. |
| 27.1 | No domestic preference is applicable. |
| 28.3(a) | Instruction is the same as the GOP Bid Data Sheet |
| 28.3(b) | Instruction is the same as the GOP Bid Data Sheet |
| 28.4 | <i>Follow Clause ITB No. 13.2 on whether ABC as a price ceiling will apply.</i> |
| 29.2 | Instruction is the same as the GOP Bid Data Sheet |
| 32.4(f) | Instruction is the same as the GOP Bid Data Sheet |

World Bank Special Conditions of Contract

The World Bank adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clause 2.1 (Corrupt, Fraudulent, Collusive, and Coercive Practices) which shall read as follows:

| | |
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| SCC Clause | |
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| 1.1(j) | The World Bank is the Funding Source through Loan Agreement No._____ |
| 1.1(k) | Instruction is the same as the GOP SCC |
| 2.1 | Adopted is Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants dated October 15, 2006 and Revised in January 2011, that is Annex to the SCC. |
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| 6.2 | Instruction is the same as the GOP SCC |
| 10.4 | Instruction is the same as the GOP SCC |
| 10.5 | Instruction is the same as the GOP SCC |
| 11.3 | Instruction is the same as the GOP SCC |
| 13.4(c) | Instruction is the same as the GOP SCC |
| 16.1 | Instruction is the same as the GOP SCC |
| 17.3 | Instruction is the same as the GOP SCC |
| 17.4 | Instruction is the same as the GOP SCC |
| 21.1 | Instruction is the same as the GOP SCC |

