



Republic of the Philippines
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Philippine Bidding Documents

**SUPPLY AND DELIVERY OF ONE (1) LOT
VARIOUS ARTS AND CRAFTS FOR 46
NATIONAL CHILD DEVELOPMENT CENTERS
(NCDCs) NATIONWIDE**

Bid Reference No.: BG1-007-2023

BIDS AND AWARDS COMMITTEE

October 2023

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Section I. Invitation to Bid

INVITATION TO BID

SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS ARTS AND CRAFTS FOR 46 NATIONAL CHILD DEVELOPMENT CENTERS (NCDCs) NATIONWIDE

Bid Reference No.: BG1-007-2023

1. The **Early Childhood Care and Development Council (ECCDC)**, through the **General Appropriation Act (GAA)** intend to apply the sum of Pesos: **ONE MILLION FIVE HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY PESOS (PhP1,547,440.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery of One (1) Lot Various Arts and Crafts for 51 National Child Development Centers Nationwide. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Description	Qty	Total ABC (₱) (VAT Inclusive)	Cost/Price of Bid Documents (cash only) (₱)
Various Arts and Crafts	1 lot	1,547,440.00	1,500.00

2. The Early Childhood Care and Development Council (ECCDC) now invites bids for the Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide.

Delivery Period: Within sixty (60) calendar days upon receipt of Notice to Proceed (NTP).

Delivery Site: ECCD Council Warehouse within Metro Manila.

Bidders should have completed, within **the last five (5) years** from the date of submission and receipt of bids, a contract similar to the Project at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

“Similar contract” shall refer to the **“School Supplies/Learning Materials”**.

3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary *“pass/fail”* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

ECCDC now invite bids Philippine Supplier or Distributors or Traders for the **Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide** (hereafter referred to as GOODS/SERVICES).

Bidding is restricted to Filipino citizens / sole proprietorships, partnerships, or organization with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from Early Childhood Care and Development Council (ECCDC) and inspect the Bidding Documents at the address given below **from Monday to Friday between 8:00AM to 5:00PM**. However, any queries relative to the contents of the bid documents and the project requirements can only be made by supplier not later than ten (10) calendar days prior to the Submission and Opening of Bids.

**Chair Bids and Awards Committee
Early Childhood Care and Development Council
Email Address: bac@eccdcouncil.gov.ph**

5. A complete set of Bidding Documents may be acquired by interested Bidders **starting 13 October 2023** from the given address *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in a nonrefundable amount fee.*

It may be also downloaded free of charge from the website of the PhilGEPS and the ECCDC website: eccdcouncil.gov.ph. However, only those who have paid the cost of Bidding Documents at least one (1) day before the submission of their bids will be allowed to bid.

6. The Early Childhood Care and Development Council (ECCDC) will hold a Pre-Bid Conference on **20 October 2023, Friday, 2:30 PM** through video conference (Zoom), which shall be open to prospective bidders.

Bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and who will prepare the documents for the bidder.

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below:

**Early Childhood Care and Development Council 4th
Floor Belvedere Tower, No. 15 San Miguel Ave.
Ortigas Center, Pasig City**

on or before **6 NOVEMBER 2023 (Monday), 2:30 PM**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms & in the amount stated in **ITB** Clause 14.
9. Bid opening shall be **6 NOVEMBER 2023 (Monday), 2:30 PM** at the Early Childhood Care and Development Council, 4th Floor Belvedere Tower, No. 15 San Miguel Ave., Ortigas Center, Pasig City.

In line with the precautionary health measures being adopted by the agency, interested bidders may join the **Pre-Bid Conference** and **Bid Opening** via video conference (Zoom)

and advised to send their request for Zoom Link Password to the bac@eccdcouncil.gov.ph with the following information together with proof of identity of the attendee a day before the scheduled conference.

Name of Project
Bid Reference No.
Company Name
Address
Name of Representative [maximum of two (2)]
Contact Nos.
E-mail Address (to which all communications from the Bids and Awards Committee shall be sent)
Scanned or Photo of Proof of Identity (please attach any government issued ID e.g. Passport, LTO license etc.)

Only two (2) pre-registered representatives/personnel/s per company shall be allowed to attend the **Pre-Bid Conference** and **Bid Opening** during zoom meeting.

10. The **Early Childhood Care and Development Council (ECCDC)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information/clarification, please refer to BAC Chair, Bids and Awards Committee, Early Childhood Care and Development Council, email address: **bac@eccdcouncil.gov.ph**.


NECITAS D. LARGO
Chairperson
Bids and Awards Committee

October 12, 2023

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Early Childhood Care and Development Council (ECCDC)** wishes to receive Bids for the **Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide, with Bid Reference No. BG1-007-2023.**

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

2. Funding Information-

2.1. The GOP through the source of funding as indicated below for *General Appropriation Act (GAA)* in the amount of **ONE MILLION FIVE HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY PESOS (PhP1,547,440.00).**

2.2. The source of funding is: **GAA, the General Appropriations Act.**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC of the lot being bid.

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

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

15. Sealing and Marking of Bids

Each Bidder shall submit the following in One (1) big envelope duly labeled containing two sets of envelopes:

- Technical Component Envelope must contain three (3) copies of Legal, Technical and Financial documents duly marked as “Original Copy”, “Duplicate Copy” and “Triplicate Copy”
- Financial Component Envelope must contain three (3) copies of Bid Form and Price Schedule(s) duly marked as “Original Copy”, “Duplicate Copy” and “Triplicate Copy”.

All envelopes and folders must be labeled as follows:

TO	:	THE BIDS AND AWARDS COMMITTEE EARLY CHILDHOOD CARE AND DEVELOPMENT COUNCIL
FROM	:	_____
ADDRESS	:	_____ (Address of Bidder in Capital Letters)
PROJECT	:	SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS ARTS AND, CRAFTS FOR 46 NATIONAL CHILD DEVELOPMENT CENTERS (NCDCs) NATIONWIDE
BID REF.NO:		BG1-007-2023
(In Capital Letters, Indicate the Phrase):		
"DO NOT OPEN BEFORE: <u>6 NOVEMBER 2023, MONDAY, 2:30 PM</u>		

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. “Similar contract” shall refer to the “School Supplies /Learning Materials”. b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted Delivered Duty Paid (DDP) and VAT inclusive.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of the ABC of the lot being bid</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of the ABC of the lot being bid if bid security is in Surety Bond.
19.3	<p>Supply and Delivery and Assembly of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide</p> <p>The description of the items are indicated in the Section VII. Technical Specification.</p>
20.1	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post-qualification:</p> <p>1. Present original copy and submit certified true copy of the following:</p> <ul style="list-style-type: none"> a. Latest Income and Business Tax Returns per Revenue Regulations 3-2005; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission. b. Valid and current Certificate of PhilGEPS Registration (Platinum Membership);

	<p>c. PO's or Contracts for all Ongoing Contracts as listed per submitted of All Ongoing Government and Private Contract.</p> <p>d. PO or Contract relative to Single Largest Completed Contract.</p> <p>(In case of Joint Venture between local companies, both partners must present/submit above items a, b. In case of foreign partner, a is not applicable.)</p> <p>2. Submit original copy of the following:</p> <p>a. Company Profile. Company printed brochure may be included.</p> <p>b. Vicinity map/location of the business.</p> <p>(In case of Joint Venture, both partners must present/submit above documents)</p> <p>3. Present the original copy of the following Eligibility Documents:</p> <p>a. Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;</p> <p>b. Valid and Current Business/Mayor's permit 2021 issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;</p> <p>c. Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46- 2018.</p> <p>d. End-User's Acceptance or Official Receipt (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Annex I-A, as applicable.</p> <p>4. Additional Requirements:</p> <p>a. Present a brand new and has not been previously used for demonstration purposes prototype/sample of the items within seven (7) calendar days from receipt of Notice to Present Sample.</p> <p>b. The prototype must be in accordance with the required technical specifications. The LCB/SCB will only be allowed to replace/rectify deficiencies noted in the prototype up to One (1) time within five (5) calendar days after the Receipt of Notice to Replace/Rectify.</p> <p>c. Brand new prototype once approved/accepted may be considered as part of items to be delivered.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for the award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the IRR of RA 9184.</p>
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad:]</i> “The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines:]</i> “The delivery terms applicable to this Contract are delivered at ECCD Council Warehouse within Metro Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site will be provided to the supplier.</p> <p>Incidental Services –</p> <p>All deliveries must be done in the presence of the Inspection Team consisting of two (2) authorized representatives of the ECCDC.</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operation 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. During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center.

	<p>All costs including delivery and assembly, handling and other related expenses shall be borne by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. at the expense of the supplier.</p> <p>g. The supplier must inform ECCD Council in-charge at least seven (7) days prior to the delivery of goods in delivery place/site.</p> <p>h. All expenses relative to delivery shall be for the account of the supplier.</p>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> 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. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>one (1)</i> months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2	<p>Documentary requirements for payment are as follows:</p> <p>Payment is made through MDS/LDDAP within fifteen (15) calendar days after FULL delivery and acceptance of all items indicated in the Contract and submission of all required documents. All payments are subject to applicable withholding taxes. Partial payment is not allowed.</p> <ol style="list-style-type: none"> 1) Original and duplicate BIR VAT registered Supplier’s Invoice issued under the name of the ECCD Council indicating Contract Number. All entries in the Invoice must be typewritten or computer printed; 2) Original and duplicate Delivery Receipt issued under the name of ECCD Council duly acknowledged and received by ECCD Council authorized representative; 3) Warranty Certificate issued under the name of ECCDC. 4) Original Certificate of Acceptance issued by authorized representatives of ECCDC 5) Certified True copies of pertinent tax receipts and duties on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec.5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.

	<p>6) One percent (1%) retention money (to cover the first twelve (12) months of the warranty period) will be deducted on the payment UNLESS a Special Bank Guarantee (issued by a local commercial bank equivalent to the 1% retention money) is submitted to ECCDC. The Retention Money or Special Bank Guarantee shall only be released after the lapse of the said first twelve (12) months, provided that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met;</p>
2.2	<p>Partial payment is not allowed.</p>
4	<p>For acceptance, all delivered items will be subjected to visual inspections based on Technical Specifications to be conducted during delivery at the designated warehouse.</p> <p>During delivery, the supplier shall be responsible for unloading the items from the container/truck to the designated delivery place. All costs including delivery and assembly, handling and other related expenses shall be borne by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. at the expense of the supplier.</p> <p>All expenses relative to delivery, installation, testing, inspection and acceptance shall be for the account of the supplier.</p>
5	<p>Warranty:</p> <p>In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for this project is six (6) months on parts and service, replace the defective unit with the brand new unit. Warranty Period shall commence from the date of acceptance by end-user after functional inspection and testing.</p> <p>The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</p>

Section VI. Schedule of Requirements

REVISED SCHEDULE OF REQUIREMENTS

Item Number	Description	Delivery Condition
1	Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers Nationwide	<p><u>Delivery Period:</u> Within SIXTY (60) Calendar Days upon receipt of Notice to Proceed (NTP)</p> <p><u>Delivery Place:</u> ECCD Council Warehouse within Metro Manila. The Supplier is required to pack the goods in a heavy-duty corrugated carton (master box) per designated areas in accordance with the Distribution Schedule with label. Dimension of each master box per designated destination must be submitted to ECCDC within five (5) calendar days from receipt of Notice of Award.</p> <p><u>Delivery conditions:</u></p> <ul style="list-style-type: none"> • Deliveries must be done within the delivery period / completion period at designated delivery site/s. • Inspections shall be conducted by the ECCDC Inspectorate team • During delivery, the supplier shall be responsible for unloading the items from the container/truck to the designated delivery center. All costs including delivery and assembly, handling and other related expenses shall be done by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to forklifts, hand pallet truck etc. <p>“All expenses related to delivery, inspection and acceptance shall be for the account of the supplier.”</p>
2	Duly complied and signed Section VII. Technical Specifications	To be submitted during the Bid Submission

3	<p>Certificate of Performance Evaluation with a rating of Very Satisfactory issued by the Largest Contract/s Client/s of the bidder per submitted Statement of Single Largest Completed Contract(s).</p> <p>Certification shall be based on the following parameters:</p> <ul style="list-style-type: none"> a. Timely delivery b. Compliance to specifications and performance c. Warranty and after sales service <p>Note: Sample form attached to this Bidding Document</p>	To be submitted during the Bid Submission
4	Omnibus Sworn Statements using the form prescribed.	To be submitted during the Bid Submission
5	Bid Form and Price Schedule(s)	To be submitted during the Bid Submission
6	<p>Presentation of Sample:</p> <p>Present a brand-new prototype/sample of the items below not previously used for demonstration purposes within seven (7) calendar days from receipt of Notice of LCB/SCB.</p> <p>The prototype must be in accordance with the required Technical Specifications. The LCB/SCB will only be allowed to replace/rectify deficiencies noted in the prototype one (1) time within five (5) calendar days after the Receipt of Notice to Replace/Rectify.</p> <p>Brand new prototype once approved/accepted may be considered as part of items to be delivered.</p>	To be presented during Post Qualification
7	Packaging: Manufacturer's Packaging	For compliance, if awarded the contract

8	Warranty: <ul style="list-style-type: none"> • Six (6) months warranty upon acceptance of goods • Further, it is warranted that the items are brand new factory issued and have not been previously used for demonstration purposes. 	To be submitted if awarded the Contract
9	As one of the documentary requirements for payment (as applicable), submit certified true copies of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.	Documentary requirement for Payment

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature over Printed Name of Representative

Date

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or any equivalent term the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

SPECIFICATIONS	BIDDER’S STATEMENT OF COMPLIANCE
A. Technical Specifications (Annex 1)	
B. Distribution Schedule (Annex 2) The Supplier shall pack the goods in a heavy-duty corrugated carton (master box) per designated areas labeled per Distribution Site. Dimension of each master box per designated destination must be submitted to ECCD Council within five (5) calendar days from receipt of Notice of Award.	
C. Detailed Financial Breakdown (Annex 3) Price Schedule shall be broken down per item in accordance with Detailed Financial Breakdown	
D. Terms of Payment (Section V. SCC)	

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of
Representative

Date

TECHNICAL SPECIFICATIONS

SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS ARTS AND CRAFTS FOR THE 46 NATIONAL CHILD DEVELOPMENT CENTERS (NCDCs) NATIONWIDE

ITEM NO. 1 – APRON

SAMPLE PICTURE



SPECIFICATIONS:

- For kids, plain, color: red and yellow
- Size: 410mmW x 520mmL
- Size tolerance: ± 20 mm
- Material: Nylon, with strap
- Packed in a sturdy plastic material per 35 pieces

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

ITEM NO. 2 – POSTER PAINT

SAMPLE PICTURE



SPECIFICATIONS:

- Set composed of 6 pcs per packed bottled paint
- 25g bottled paint
- Water based, **non-toxic**
- 6 assorted colors
- 6 packs for every center
- **Packing Material: manufacturer's box**

ITEM NO. 3 – PAINT BRUSH

SAMPLE PICTURE



SPECIFICATIONS:

- Round poster paint brush
- Handle Material: Wood/Plastic
- Hair Material: Cream/brown Nylon
- With nickel ferrule
- Size: #8
- Length: 185mm
- Size tolerance: ± 15 mm
- Packing Material: Bubble wrap per 35 pieces

Conforme: _____ Bidder's Company Name _____ Name & Signature of Authorized Representative _____ Designation _____ Date
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ITEM NO. 4 – PAINT MIXING TRAY

SAMPLE PICTURE



SPECIFICATIONS:

- Shape of the tray: rectangle or circle
- With minimum of 4 holes and maximum of 6 holes
- Made of plastic
- Packing Material: Bubble wrap per 35 pieces

ITEM NO. 5 – ART PAPER

SAMPLE PICTURE



SPECIFICATIONS:

- size 216mm x279mm, glossy paper
- size tolerance: ± 5 mm
- 1 ream assorted colors
- Packed in a sturdy plastic material.

Conforme: _____ Bidder's Company Name _____ Name & Signature of Authorized Representative _____ Designation _____ Date
--

ITEM NO. 6 – SCISSORS

SAMPLE PICTURE



SPECIFICATIONS:

- size: 152mm, assorted colors
- Tip type: Blunt
- Smooth, comfortable grip
- Handle type: Straight
- Packed in a durable box per 35 pieces

ITEM NO. 7 – CRAYON

SAMPLE PICTURE



SPECIFICATIONS:

- a set composed of 10 large non-toxic crayons with box
- any brand of crayons
- Packing Material: Bubble wrap per 35 pieces

Conforme:
_____ Bidder's Company Name
_____ Name & Signature of Authorized Representative
_____ Designation
_____ Date

ITEM NO. 8 – GLUE

SAMPLE PICTURE



SPECIFICATIONS:

- Glue All-purpose
- Color: White
- 40 ml. plastic bottled glue
- packed in a durable box per 35 pieces

ITEM NO. 9 – PLASTIC AND BROWN ENVELOPE

SAMPLE PICTURE



SPECIFICATIONS:

- Regular clear plastic and brown envelope, long
- Sturdy plastic envelope with snap/button
- packed in a durable box per 75 pieces

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

ITEM NO. 10 – PENCIL

SAMPLE PICTURE



SPECIFICATIONS:

- a set composed of 12's Regular Pencil with lead and eraser
- No. 2 pencil
- Repacked in a durable box per 7 box

ITEM NO. 11 – SHARPENER

SAMPLE PICTURE



SPECIFICATIONS:

- Heavy duty
- Manual sharpener
- Smooth crank action
- Size: 770L x 750W x 127H mm
- Size tolerance: ± 20 mm
- Metal handle, blade and body
- Clear plastic receptacle drawer to collect shavings
- Retractable clamps feed pencil to blade
- Perfect with general Pencil
- Packing Material: Bubble wrap.

Conforme: _____ Bidder's Company Name _____ Name & Signature of Authorized Representative _____ Designation _____ Date
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ITEM NO. 12 – STAPLER WITH SIDE STAPLE REMOVER

SAMPLE PICTURE



SPECIFICATIONS:

- No. 35, heavy duty stapler
- Staple up to 30 sheets
- Adjustable for permanent or temporary clinch
- Ergonomic styling
- With built-in side staple remover
- Assorted colors
- Material: Metal & Plastic
- Packing Material: manufacturer's box

ITEM NO. 13 – STAPLE WIRE

SAMPLE PICTURE



SPECIFICATIONS:

- No. 35 – 5M
- Material: finished galvanized steel wire, copperized steel
- Color: Silver
- Packing: 5000 pcs per box
- 1 box per center

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

ITEM NO.14– BOND PAPER

SAMPLE PICTURE



SPECIFICATIONS:

- White, size A4, 80gsm
- Packed in a sturdy plastic material per 2 reams

ITEM NO. 15 – CONSTRUCTION PAPER

SAMPLE PICTURE



SPECIFICATIONS:

- Lightweight Construction paper, 228.5mm x 305mm
- size tolerance: ± 5 mm
- Bright colors
- Assorted colored 250 sheets
- Packed in a sturdy plastic material.

ITEM NO. 16 – TOY KITCHEN

SAMPLE PICTURE



SPECIFICATIONS:

- Size (L x W x H mm): 430 x 310 x 718
- Size tolerance: ± 20 mm
- With light and sound
- Musical Microwave oven

Conforme: _____ Bidder's Company Name _____ Name & Signature of Authorized Representative _____ Designation _____ Date
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- With kitchen utensils
- Made of plastic non-toxic, environment friendly, any color and any design
- Packed in a box

ITEM NO. 17 – FRUITS AND VEGETABLES TOY

SAMPLE PICTURE



SPECIFICATIONS:

- Set of colorful fruit and vegetable toy, made of plastic non-toxic, environment friendly or made of lightweight wood
- **Set composed of 6 different fruits and 5 different vegetables toys**
- **With toy blunt plastic knife, and plastic chopping board**
- **Each fruit and vegetable can be sliced in half (connected with Velcro)**
- **Sizes are the following:**

Fruits: <ol style="list-style-type: none"> 1. Apple – 40 to 55mm dia. 2. Strawberry – 45 to 55mm dia. 3. Banana – 95 to 132mm L 4. Orange – 60 to 80mm dia. 5. Pear – 60 to 70mm L 6. Mango – 60 to 70mm L 	Vegetables: <ol style="list-style-type: none"> 1. Carrots – 85 to 95mm L 2. Tomato – 50 to 60mm dia. 3. Eggplant – 70 to 80mm L 4. Bell pepper – 70 to 80mm L 5. Cabbage – 40 to 55 mm dia.
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- **Plastic Chopping board: L- 130 to 140mm, W – 60 to 75mm**
- **Plastic Knife: L- 120 to 140 mm**
- **Suppliers/Bidders can offer more than the listed fruits and vegetables toys.**
- Packed in a barrel plastic container or plastic basket.

<p>Conforme:</p> <p>_____</p> <p style="text-align: center;">Bidder's Company Name</p> <p>_____</p> <p style="text-align: center;">Name & Signature of Authorized Representative</p> <p>_____</p> <p style="text-align: center;">Designation</p> <p>_____</p> <p style="text-align: center;">Date</p>

**SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS ARTS AND CRAFTS FOR
46 NCDCs OF THE ECCD COUNCIL
NORTH LUZON**

No	Region	Province	City/ Municipality	Project Location	Apron	Poster Paint	Paint Brush	Paint Mixing Tray	Art Paper	Scissor	Crayons 10's Large	Glue, 40 ml	Plastic and Brown Envelope	Pencil	Sharpener	Stapler with Side Staple Remover	Staple Wire	Bond Paper	Construction Paper	Toy Kitchen	Fruit and Vegetable Toy
1	CAR	Kalinga	Balbalan	Poblacion, Balbalan, Kalinga	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
2	CAR	Kalinga	Pasil	Barangay Amdalao, Pasil, Kalinga	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
3	2	Isabela	Delfin Albano	Parak 2, Ragan Sur, Delfin Albano, Isabela	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
4	2	Isabela	Gamu	District 1, Poblacion, Gamu, Isabela	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
5	3	Bulacan	Pulilan	Barangay Poblacion, Pulilan, Bulacan	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
North Luzon Area					175	30	175	175	15	175	175	175	375	35	5	5	5	10	10	5	5

**SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS ARTS AND CRAFTS FOR
46 NCDCs OF THE ECCD COUNCIL
SOUTH LUZON**

No	Region	Province	City/ Municipality	Project Location	Apron	Poster Paint	Paint Brush	Paint Mixing Tray	Art Paper	Scissor	Crayons 10's Large	Glue, 40 ml	Plastic and Brown Envelope	Pencil	Sharpener	Stapler with Side Staple Remover	Staple Wire	Bond Paper	Construction Paper	Toy Kitchen	Fruit and Vegetable Toy
1	4 A	Batangas	Tingloy	Poblacion 14, Tingloy, Batangas	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
2	4 A	Cavite	Carmona	Central Elementary School Compound, Brgy. 7, Carmona, Cavite	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
3	4 A	Cavite	Maragondon	Barangay Poblacion 1A, Maragondon, Cavite	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
4	4 A	Laguna	Alaminos	Barangay San Benito, Alaminos, Laguna	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
5	4 A	Laguna	Bay	Barangay Sto. Domingo, Bay, Laguna	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
6	4 A	Laguna	Cabuyao City	Purok 3, Barangay Butong, Cabuyao City, Laguna	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
7	4 A	Laguna	San Pablo City	Medex Subdivision, Barangay San Francisco, San Pablo City, Laguna	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
8	4 A	Quezon	General Nakar	Barangay Anoling, General Nakar, Quezon	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
9	4 A	Quezon	San Francisco	Barangay Cawayan 1, San Francisco, Quezon	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
10	4 A	Quezon	Tagkawayan	Barangay Poblacion, Tagkawayan, Quezon	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
11	4 A	Rizal	Piñla	Sitio Kay Guirral, Barangay Hulo, Piñla, Rizal	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
12	4 A	Rizal	Teresa	Sitio Quarry 2, Hanjing Bridge, Barangay Dalig, Teresa, Rizal	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
13	4B	Occidental Mindoro	Looc	Barangay Gutna, Looc, Occidental Mindoro	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
14	4B	Occidental Mindoro	Lubang	Barangay Araw at Btuin, Lubang, Occidental Mindoro	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
15	4B	Occidental Mindoro	Mamburao	Barangay Payompon, Mamburao, Occidental Mindoro	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
16	4B	Palawan	Cagayancillo	Brgy. Lipot North, Cagayancillo, Palawan	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
17	4B	Palawan	Quezon	Barangay Alfonso XIII, Quezon, Palawan	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
18	4B	Romblon	Cajidiocan	Barangay Poblacion, Cajidiocan, Romblon	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
19	4B	Romblon	Alcantara	Alcantara, Romblon	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
20	4B	Romblon	Sta. Maria	Barangay Concepcion Norte, Sta. Maria, Romblon	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
21	5	Camarines Sur	Canaman	Barangay Dinaga, Canaman, Camarines Sur	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
22	5	Camarines Sur	Gainza	Barangay 1st District, Gainza, Camarines Sur	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
23	5	Camarines Sur	Goa	Barangay Tagonglong, Goa, Camarines Sur	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
24	5	Camarines Sur	Lupi	Barangay Pamukid, Lupi, Camarines Sur	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
25	5	Camarines Sur	San Fernando	Barangay Pamukid, San Fernando, Camarines Sur	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
South Luzon Area					875	150	875	875	75	875	875	875	1875	175	25	25	25	50	50	25	25

**SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS ARTS AND CRAFTS FOR
46 NCDCs OF THE ECCD COUNCIL
VISAYAS**

No	Region	Province	City/ Municipality	Project Location	Apron	Poster Paint	Paint Brush	Paint Mixing Tray	Art Paper	Scissor	Crayons 10's Large	Glue, 40 ml	Plastic and Brown Envelope	Pencil	Sharpener	Stapler with Side Staple Remover	Staple Wire	Bond Paper	Construction Paper	Toy Kitchen	Fruit and Vegetable Toy
1	6	Aklan	Batan	Barangay Ambolong, Batan, Aklan	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
2	6	Iloilo	Bingawan	Barangay Alabidahan, Bingawan, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
3	6	Iloilo	Carles	Barangay To-ong, Carles, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
4	6	Iloilo	Concepcion	Barangay Poblacion, Concepcion, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
5	6	Iloilo	Janiuay	Barangay Tolarucan, Janiuay, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
6	6	Iloilo	Passi City	City Hall Compound, Barangay Sablogon, Passi City, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
7	6	Iloilo	Pototan	San Jose Ward, Pototan, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
8	6	Iloilo	Santa Barbara	Poblacion, Barangay Zone III, Santa Barbara, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
9	6	Iloilo	Sara	Barangay Anoring, Sara, Iloilo	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
10	8	Southern Leyte	Bortoc	Poblacion, Bortoc, Southern Leyte	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
Visayas Area					350	60	350	350	30	350	350	350	750	70	10	10	10	20	20	10	10

**SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS ARTS AND CRAFTS FOR
46 NCDCs OF THE ECCD COUNCIL
MINDANAO**

No	Region	Province	City/ Municipality	Project Location	Apron	Poster Paint	Paint Brush	Paint Mixing Tray	Art Paper	Scissor	Crayons 10's Large	Glue, 40 ml	Plastic and Brown Envelope	Pencil	Sharpener	Stapler with Side Staple Remover	Staple Wire	Bond Paper	Construction Paper	Toy Kitchen	Fruit and Vegetable Toy
1	10	Bukidnon	Malitbog	Zone 5, Poblacion, Malitbog, Bukidnon	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
2	10	Misamis Oriental	Manticao	Poblacion, Manticao, Misamis Oriental	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
3	12	South Cotabato	Lake Sebu	Barangay Poblacion, Lake Sebu, South Cotabato	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
4	12	Sultan Kudarat	Kalamansig	Barangay Poblacion, Kalamansig, Sultan Kudarat	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
5	CARAGA	Dinagat Island	Tubajon	Barangay San Vicente, Tubajon, Dinagat Island	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
6	CARAGA	Surigao del Norte	San Francisco	San Francisco, Surigao del Norte	35	6	35	35	3	35	35	35	75	7	1	1	1	2	2	1	1
Mindanao Area					210	36	210	210	18	210	210	210	450	42	6	6	6	12	12	6	6
Grand Total					1610	276	1610	1610	138	1610	1610	1610	3450	322	46	46	46	92	92	46	46

DISTRIBUTION SUMMARY

ITEM NO.	ITEM	UNIT	QTY PER CENTER	TOTAL QTY
1	Apron	pc	35	1,785
2	Poster Paint	pack (6 pcs)	6	190
3	Paint Brush	pc	35	1,921
4	Paint Mixing Tray	pc	35	1,785
5	Art paper	ream	3	17
6	Scissor	pc	35	1,785
7	Crayon 10's Large	set	35	1,625
8	Glue	pc	35	1,897
9	Plastic with Brown Envelope	set	75	4,121
10	Pencil	box (12 pcs)	7	357
11	Sharpener	pc	1	51
12	Stapler with Side Staple Remover	pc	1	51
13	Staple Wire	box	1	51
14	Bond Paper	ream	2	106
15	Construction Paper	250 sheet/set	2	106
16	Toy Kitchen	set	1	51
17	Fruit and Vegetable Toy	set	1	51

DETAILED FINANCIAL BREAKDOWN

ITEM NO.	ITEM	UNIT	QTY PER CENTER	TOTAL QTY	UNIT PRICE	AMOUNT
1	Apron	pc	35	1,610	136.00	218,960.00
2	Poster Paint	pack (6 pcs)	6	276	370.00	102,120.00
3	Paint Brush	pc	35	1,610	62.00	99,820.00
4	Paint Mixing Tray	pc	35	1,610	99.00	159,390.00
5	Art paper	ream	3	138	245.00	33,810.00
6	Scissor	pc	35	1,610	63.00	101,430.00
7	Crayon 10's Large	set	35	1,610	164.00	264,040.00
8	Glue	pc	35	1,610	54.00	86,940.00
9	Plastic with Brown Envelope	set	75	3,450	35.00	120,750.00
10	Pencil	box (12 pcs)	7	322	129.00	41,538.00
11	Sharpener	pc	1	46	552.00	25,392.00
12	Stapler with Side Staple Remover	pc	1	46	474.00	21,804.00
13	Staple Wire	box	1	46	69.00	3,174.00
14	Bond Paper	ream	2	92	294.00	27,048.00
15	Construction Paper	250 sheet/set	2	92	336.00	30,912.00
16	Toy Kitchen	set	1	46	3,090.00	142,140.00
17	Fruit and Vegetable Toy	set	1	46	1,482.00	68,172.00
Total						1,547,440.00

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership)
(all pages)

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;

“Similar contract shall refer to the “Educational Toys/Learning Materials”.

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts:

- (a) Copy of End User’s Acceptance; OR
 - (b) Copy of Official Receipt/s; OR
 - (c) Copy of Sales Invoice with Collection Receipt/s;
- and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**

1. Duly Complied **Section VI. Schedule of Requirements**
2. Duly Complied **Section VII. Technical Specifications**
3. **Certificate of Performance Evaluation** with a rating of **Very Satisfactory** issued by the Largest Contract/s Client/s of the bidder per submitted Statement of the Single Largest Completed Contract(s).

Certification shall be based on the following parameters:

- a. Timely delivery
- b. Compliance with specifications and Performance
- c. Warranty and after-sales service

(e) **Original duly signed Omnibus Sworn Statement (OSS);**

and as applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (f) The Supplier's 2021 and 2022 audited financial statements (in comparative form- 2020-2021 & 2021-2022)
 - a) Independent Auditor's Report;
 - b) Balance Sheet (Statement of Financial Position); and
 - c) Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

And

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

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- i) *For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item product.
- j) Certification from the DTI if the Bidder claims preference as Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (k) Original of duly signed and accomplished Financial Bid Form;

and

- (l) Original of duly signed and accomplished Price Schedule(s).

The Price Schedule should indicate the price per item and should be within the ABC for the item.

NOTE TO BIDDERS

1. In case of inconsistency between the Checklist of Technical and Financial Documents for bidders and the provisions in the Instructions to Bidders, Bid Data Sheet, and Schedule of Requirements, the Instructions to Bidders, Bid Data Sheet, and Technical Specifications shall prevail.
2. In order to facilitate efficiency in evaluating all the documents submitted by the prospective bidder/supplier, we encourage all prospective bidders to put tabs on all documents to be submitted with the same number as indicated in this Checklist of Technical and Financial Documents.

Section IX. Bidding Forms

(Bidder's Company Letterhead)

Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide

Bid Reference No.: BG1-007-2023

Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any



NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

Instruction:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Bidder's Company Letterhead)

**Supply and Delivery of One (1) Lot Various Manipulative Learning Materials for 46 National
Child Development Centers (NCDCs) Nationwide**

Bid Reference No.: BG1-007-2023

*Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from
the date of submission and receipt of bids*

Single contract of similar nature within the last five (5) years amounting to at least fifty percent (50%) of the ABC of the Lot being bid.

Similar nature shall mean **“School Supplies/Learning Materials”**.

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	OFFICIAL RECEIPT NO. & DATE, END USER'S ACCEPTANCE DATE <u>OR</u> COLLECTION RECEIPT WITH SALES INVOICE (PLEASE ATTACH)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Bid Securing Declaration Form¹

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

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

BID SECURING DECLARATION
Bid Ref. No.:BG1-007-2023

To: **EARLY CHILDHOOD CARE AND DEVELOPMENT COUNCIL**

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to**

deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2022 at Pasig City, Philippines.

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

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this _____
day of ____ at _____, Philippines, by the affiant/s
himself/herself/themselves whom I was able to personally identify through his/her/their
[insert type of valid government identification card used], which he/she/they has/have
presented to me.

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 of issue]*

IBP No. _____ *[date issued]*, *[place of issue]*

Doc No. __ Page No. __

Book No. _____

Series of _____

Bid Form

Date: _____
Bid Ref. No: _____
Lot No: _____

To: EARLY CHILDHOOD CARE AND DEVELOPMENT COUNCIL

Having examined the Bidding Documents including the Supplemental/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 the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____
Legal capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf of: _____
Date: _____

Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide

Bid Reference No.: BG1-007-2023

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

For Goods Offered from Abroad

Name of Bidder _____

Bid Ref. No. BG1-007-2023 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 CIP named place (specify border point or place of destination)	Total CIF or CIP 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)
	Total							

Name: _____

Legal Capacity: _____

Signature: _____

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity] for:

[Insert Procuring Entity]

[Insert Name and Signature] *[Insert Signatory's Legal Capacity]*

for:

[Insert Name of Supplier]

Acknowledgment

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

Performance Securing Declaration (Revised¹)

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

¹ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020 and GPPB Resolution No. 09-2020 dated 07 May 2020 to be used as an alternate performance security during a state of calamity or imposition of community quarantine.

**Special Bank Guarantee or Irrevocable Standby Letter of Credit
(For Retention Money, As Applicable)**

To : _____

Date : _____

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee / Irrevocable Standby Letter of Credit (as applicable) by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall be fully met;

AND WHEREAS, we have agreed to give the Contractor/Supplier such a Special Bank Guarantee/ Irrevocable Letter of Credit (as applicable);

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **PhP** proportions of currencies in which the Contract Price is payable, and we undertake to pay you, *upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP* as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee/standby letter of credit (as applicable) is *irrevocable* and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from patent and latent defects and to warrant that all conditions imposed under the contract have been fully met by the Contractor/Supplier.

We hereby waive the necessity of your demanding the said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor 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 be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

Form of Performance Security (Bank Guarantee)

To : **EARLY CHILDHOOD CARE AND DEVELOPMENT COUNCIL**
4th Floor Belvedere Tower, No. 15 San Miguel Ave.,
Ortigas Center, Pasig City

WHEREAS, *[insert name and address of Supplier]* (hereinafter called the “Supplier”) has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the “Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert amount of guarantee]*¹ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[insert amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you 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 be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide

Bid Reference No.: BG1-007-2023

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos**

(₱) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	₱
Less:			-
CL	=	Current Liabilities	
Sub-Total 1			₱
			X 15
Sub-Total 2			₱
Less:			-
C	=	value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NFCC			₱

Issued this _____ day of _____, 20__.

Name & Signature of Authorized Representative

Position

Date

Notes:

1. The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the project.

(Name of Bank)

COMMITTED LINE OF CREDIT

Date: _____

EARLY CHILDHOOD CARE AND DEVELOPMENT COUNCIL

4th Floor Belvedere Tower, No. 15 San Miguel Ave. Ortigas Center, Pasig City

CONTRACT/PROJECT : _____ COMPANY/FIRM : _____ ADDRESS : _____
BANK/FINANCING INSTITUTION : _____ ADDRESS : _____ AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, has granted the (Supplier/Distributor/Manufacturer/Contractor), a credit line in the amount specified above which shall be used to finance the performance of the above-mentioned contract.

The credit line shall be available from _(date of bid submission)_ and such line of credit shall be maintained until issuance of Certificate of Acceptance of the goods/services subject of the Contract/project by the **ECCDC** Representatives.

This Certification is being issued in favor of said (Supplier/Distributor Manufacturer/ Contractor) in connection with the bidding requirement of the Philippine International Trading Corporation for the above-mentioned Contract/Project. We are aware that any false statements issued by us will make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of Early Childhood Care and Development Council.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative _____

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by

the 2004 Rules on Notarial Practice _____

Issued _____ at _____, Philippines.

Notary

Doc. No. : _____

Page No. : _____

Book No. : _____

Series of : _____

(Bidder's Client's Company Letterhead)

CERTIFICATE OF PERFORMANCE EVALUATION

[To be issued by the Bidder's Single Largest Completed Contract/s with a rating of at least Very Satisfactory]

This is to certify that (NAME OF BIDDER) has supplied our company/agency with (NAME OF PRODUCT/S). Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF BIDDER) a rating of:

- Excellent**
- Very Satisfactory**
- Satisfactory**
- Poor**

This Certification shall form part of the Technical Documentary Requirements in line with (Name of Bidder) participation in the Supply and Delivery of One (1) Lot Various Arts and Crafts for 46 National Child Development Centers (NCDCs) Nationwide, Bid Reference No. BG1-007-2023.

Issued this _____ day of _____ 20__ in _____, Philippines

Name of Company (Bidder's Client)

Full Name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No./Fax

E-mail Address

(Bidder's Company Letterhead)

COMPANY PROFILE

COMPANY NAME : _____

ADDRESS : _____

HEAD OFFICE : _____

BRANCH : _____

TELEPHONE NUMBER/S

HEAD OFFICE : _____

BRANCH : _____

FAX NUMBER/S

HEAD OFFICE : _____

BRANCH : _____

E-mail Address/es : _____

NUMBER OF YEARS IN BUSINESS : _____

NUMBER OF EMPLOYEES : _____

LIST OF MAJOR STOCKHOLDERS : _____

LIST OF BOARD OF DIRECTORS : _____

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT : _____

[at least THREE (3)]

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

