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## **Philippine Bidding Documents**

# SUPPLY AND DELIVERY OF ONE (1) LOT OF VARIOUS BRAND-NEW EQUIPMENT FOR 50 NATIONAL CHILD DEVELOPMENT CENTERS NATIONWIDE

Bid Reference No.: BG1-008-2024

BIDS AND AWARDS COMMITTEE

November 2024

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# **Section I. Invitation to Bid**

#### **INVITATION TO BID**

#### SUPPLY AND DELIVERY OF ONE (1) LOT OF VARIOUS BRAND-NEW EQUIPMENT FOR 50 NATIONAL CHILD DEVELOPMENT CENTERS NATIONWIDE

Bid Reference No.: BG1-008-2024

1. The Early Childhood Care and Development Council (ECCDC), through the General Appropriation Act (GAA) intends to apply the sum of Pesos: SIX MILLION FIVE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED NINETY-FOUR PESOS (PHP 6,591,294.00) being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received more than the ABC shall be automatically rejected at bid opening.

Item No.	Description	Total ABC (₱) (VAT Inclusive)	Cost/Price of Bid Documents (cash only) (₱)
	and Delivery of One (1) Lot of Variou ment Centers Nationwide:	s Brand-New Equipment	for 50 National Child
1	North Luzon Area	2,095,233.00	
2 South Luzon Area		1,165,383.00	6,500.00
3	Visayas Area	1,903,328.00	
4	Mindanao Area	1,427,350.00	
	TOTAL ABC (PhP)	6,591,294.00	

The composition of each site is as follows:

No.	ltem	Unit of Measurement	North Luzon Area	South Luzon Area	Visayas Area uantity	Mindanao Area	Total
1	Refrigerator	Unit	17	9	14	10	50
2	Wireless Speaker with Wireless Mic	Set	17	9	14	10	50
3	Television (Wall Mount)	Set	17	9	14	10	50
4	Height and Weight Scale	Unit	17	9	14	10	50
5	Electric Stove	Unit	17	9	14	10	50
6	Fire Extinguisher	Unit	17	9	14	10	50
7	Water Dispenser	Unit	17	9	14	10	50
8	LCD Projector with Screen	Set	17	9	14	10	50

2. The Early Childhood Care and Development Council (ECCDC) now invites bids for the Supply and Delivery of One (1) Lot of Various Brand-New Equipment for 50 National Child Development Centers Nationwide.

**Delivery Period**: Within ninety (90) calendar days upon receipt of Notice to Proceed (NTP).

**Delivery Site**: Various NCDCs (See Annex 2 for the distribution schedule).

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 "Appliance/Office Equipment".

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) No. 9184.

ECCDC now invite bids from authorized Philippine Supplier or Reseller or Distributors or Traders for the Supply and Delivery of One (1) Lot Various Band New Equipment for 48 National Child Development Centers 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 <u>26</u>

November <u>2024</u>, <u>Monday</u> from the given address and upon payment of the applicable fee for the Bidding Documents, according to the latest Guidelines issued by the GPPB, in a non-refundable 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 <u>03 December 2024, Monday, 09:00 AM</u> 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 4<sup>th</sup> Floor Belvedere Tower, No. 15 San Miguel Ave. Ortigas Center, Pasig City

on or before 16 December 2024, Monday, 09:00 AM. 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 on **16 December 2024, Monday, 09:00 AM**at the Early Childhood Care and Development Council, 4<sup>th</sup> 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 <a href="mailto:bac@eccdcouncil.gov.ph">bac@eccdcouncil.gov.ph</a> 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

November 2024

**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 of Various Brand-New Equipment for 50 National Child Development Centers Nationwide, with Bid Reference No. BG1-008-2024.

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 SIX MILLION FIVE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED NINETY-FOUR PESOS (PHP 6,591,294.00)
- 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **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 <u>Philippine Pesos</u>.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 non-responsive.

#### 15. Sealing and Marking of Bids

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

- <u>Technical Component Envelope</u> must contain three (3) copies of Legal, Technical and Financial documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy"
- <u>Financial Component Envelope</u> 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:

1			

TO :	THE BIDS AND AWARDS COMMITTEE EARLY CHILD HOOD CARE AND DEVELOPMENT COUNCIL				
FROM:					
ADDRES	(Address of Bidder in Capital Letters)				
PROJEC	T: SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS BRAND- NEW EQUIPMENT FOR 50 NATIONAL CHILD DEVELOPMENT CENTERS (NCDCs) NATIONWIDE				
BID REF.NO: <b>BG1-008-2024</b>					
(In Capita	al Letters, Indicate the Phrase)				
"DO NO	Γ OPEN BEFORE: 16 DECEMBER 2024, MONDAY, 09:00 AM				

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.

#### 17. Domestic Preference

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

#### 18. 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 maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

#### 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.

#### 19. 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**.

#### 20. Signing of the Contract

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

# **Section III. Bid Data Sheet**

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	<ul> <li>a. "Similar contract" shall refer to the "Appliance/Office Equipment".</li> <li>b. Completed within the last five (5) years before the deadline for the submission and receipt of bids.</li> </ul>				
7.1	Subcontracting is not allowed				
12	The price of the Goods shall be quoted <b>Delivered Duty Paid (DDP)</b> and <b>VAT inclusive</b> .				
14.1	The <b>bid security</b> shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	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	Supply and Delivery of One (1) Lot of Various Brand-New Equipment for 50 National Child Development Centers Nationwide				
	The description of the items of the lot is indicated in <b>Section VII. Technical Specification</b> .				
20.1	Post Qualification: Within a non-extendible period of <b>five (5) calendar days</b> 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:				
	<ol> <li>Present original copy and submit certified true copy of the following:         <ol> <li>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.</li> <li>Valid and current Certificate of PhilGEPS Registration (Platinum Membership);</li> </ol> </li> </ol>				

- c. PO's or Contracts for all Ongoing Contracts as listed per submitted Annex I.
- d. PO or contract relative to Single Largest Completed Contract per submitted Annex I-A

(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.)

#### 2. Submit original copy of the following:

- a. Company Profile. Company printed brochure may be included.
- b. Vicinity map/location of the business.

(In case of Joint Venture, both partners must present/submit above documents)

#### 3. Present the original copy of the following Eligibility Documents:

- 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;
- b. Valid and Current Business/Mayor's permit 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;
- c. Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46- 2018.
- 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.

#### 4. Additional Requirements:

- 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. The prototype must be under the required technical specifications.
- b. Brand new prototype once approved/accepted may be considered as part of items to be delivered.

As part of Post Qualification, eligibility and technical documents submitted by the S/LCB will be validated and verified. Brochure or Technical Data Sheet or equivalent shall be evaluated to ensure compliance with the required technical specifications.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for 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.

21.2 No further instructions.

Section	IV	General	<b>Conditions</b>	of (	Contract	f
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#### 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. S	pecial Conditions	of Contract
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**Special Conditions of Contract** 

GCC Clause	
1	Delivery and Documents -
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the 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:
	[For Goods supplied from abroad:] "The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines:] "The delivery terms applicable to this Contract are delivered to the center nationwide. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<ul> <li>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> </ul>
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant

- and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
  - f. [Specify additional incidental service requirements, as needed]

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### Spare Parts -

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 1 year.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 2 months of placing the order.

#### 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:

Name of the Procuring Entity

Name of the Supplier

**Contract Description** 

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be 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.

#### 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 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 included in the contract price.

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

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### **Intellectual Property Rights -**

2

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.

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. Payment is subject to applicable withholding taxes. Partial payment is not allowed.

Documentary requirements for payment are as follows:

- 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,

	<ul> <li>1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.</li> <li>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;</li> </ul>
2.2	·
2.2	Partial payment is not allowed.
4	For acceptance, all delivered items will be subjected to visual and functional inspections at the designated delivery sites (per Annex 2) to be conducted by LGU Authorized Receiving Personnel (Acknowledgement Receipt). During delivery, the supplier shall be responsible in 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. All expenses relative to delivery, installation, testing, inspection and acceptance shall be for the account of the supplier.

# **Section VI. Schedule of Requirements**

## SCHEDULE OF REQUIREMENTS

Item Number	Description			Delivery Condition
1	of Various Brand-New Equipment for 50 National Child Development Centers Nationwide			Delivery Period:  Within Ninety (90) Calendar Days upon receipt of Notice to Proceed (NTP) Delivery Place: Various NCDCs (See Annex 2 for the Proposed Distribution Schedule)
2	Section VII. Technical Specifications			To be submitted during the Bid Submission
3	Indicate of Number of Line  No.	the Brand Nam the follow EQUIPMENT	ne and Model ving equipment: BRAND NAME AND MODEL NUMBER	To be submitted during the Bid Submission
	1	Refrigerator		
	2	Wireless Speaker with Wireless Mic		
	3	Television (Wall Mount)		
	4	Height and Weight Scale		
	5	Single Electric Stove		
	6	Fire Extinguisher		
	7	Water Dispenser		
	8	Portable LCD Projection with Screen		

4	Brochure (original / Technical Data Sheet or equivalent document) showing compliance to the ECCD Council Technical Specifications for the following equipment:		To be submitted during the Bid Submission	
	LINE	EQUIPMENT		
	1	Refrigerator		
	2	Wireless Speaker with Wireless Mic		
	3	Television (Wall Mount)		
	4	Height and Weight Scale		
	5	Single Electric Stove		
	6	Fire Extinguisher		
	7	Water Dispenser		
	8	Portable LCD Projector with Screen		
_				
5	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). Certification shall be based on the following parameters:  a. Timely delivery b. Compliance to specifications and performance c. Warranty and after-sales service Note: Sample form attached to this Bidding Document			To be submitted during the Bid Submission
6	Omnibus Sworn Statements using the form prescribed.		To be submitted during the Bid Submission	
7	Bid Form and Price Schedule(s)		To be submitted during the Bid Submission	
9	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. The prototype must be in accordance		During Post-qualification evaluation	

	with the specifications b) Brand new pr		Technical		
	approved/acc as part of iter	epted may be	considered		
I hereby certif	fy to comply ar	nd deliver a	all the above	requirements	
. 1101 03 y CC1 011	y to comply w			<b>104</b> 011 01110110	
Name of Compa	nv/Ridder	Signatur	e over Printed N	ame	——————————————————————————————————————

# **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	STATEMENT OF COMPLIANCE
A. Technical Specifications (Annex 1)	
B. Proposed Distribution Schedule (Annex 2)	
C. Detail Financial Breakdown per Area (Annex 3)	
D. Terms of Payment (Section V. SCC)	
I hereby certify to comply and deliver all the above requirements.	,
Name of Company/Ridder Signature Over Printed	——————————————————————————————————————

#### Annex

#### **TECHNICAL SPECIFICATIONS**

#### <u>ITEM NO. 1 – REFRIGERATOR</u>



#### **SAMPLE PICTURE**

#### **SPECIFICATIONS:**

•	Storage	Volume	Total (L	):	205
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• Product Dimension (WxHxD, mm): 555 x 1400 x 585

• Compressor Type: Smart Inverter

• Door (Material): Metal

• Finish (Door): Dark Graphite

Packing Weight (kg):

• Product Weight (kg): 40

Door Cooling+: Yes

lce Maker\_Manual: Yes

•	Door Basket_Transparent:	Yes
•	Refrigerator Light:	Side LED
•	Shelf_Tempered Glass:	Yes
•	Hygiene Fresh+:	No
•	Vegetable Box:	Yes
•	Hygiene Fresh:	Yes
•	Smart Diagnosis:	Yes
•	Door Basket_Transparent::	Yes
•	Freezer Light:	No
•	Shelf_Tempered Glass:	Yes

### ITEM NO. 2 – Wireless Speaker with wireless Mic

Yes



Drawer\_Freezer:

## SPECIFICATIONS:

Output power	100w
<ul> <li>Dynamic frequency response range</li> </ul>	50Hz
<ul> <li>Dimension in inches</li> </ul>	10.87 x 12.87 x 11.54
<ul> <li>Bluetooth profiles</li> </ul>	A2DP 1.3, AVRCP 1.6
Bluetooth frequency	2.4 GHz - 2.4835 GHz
<ul> <li>Bluetooth transmitted modulation</li> </ul>	GFSK, π/4 DQPSK, 8DPSK
<ul> <li>Bluetooth transmitter power</li> </ul>	< 9 dBm (EIRP)

•	Bluetooth version	5.1
•	Battery Charing Time (hrs)	3.5
•	Bluetooth	Yes
•	Charging cable	Yes
•	Lightshow	Yes
•	Wireless	Yes
•	Rechargable battery	Yes
•	IP Code	IPx4

ITEM NO. 3 – Smart Television with Wall Mount



#### **SAMPLE PICTURE**

#### **SPECIFICATIONS:**

#### **Smart TV:**

• Screen size: Minimum of 42"

• Weight 50kg

Dimensions
 L 23.1 x W 112.1 x H 71.3 (cm)

Processor α5 Gen7 Al Processor 4K

Color True Color Accuracy\

Operating System webOS 24 Renew Program

Chromecast Built-in

Home hub Yes

• Resolution 3840 x 2160

Power Requirement
 AC 100~240V 50-60Hz

RF Antenna
LAN Port
USB 2.0 in
HDMI
Optical Digital Audio out
Wi-Fi
Yes
Yes
Yes

Warranty
 2 Years Manufacturer

#### ITEM NO. 4 – PORTABLE PROJECTOR WITH SCREEN



#### **SAMPLE PICTURE**

#### **SPECIFICATIONS:**

#### **PROJECTOR**

Projection Technology:
 RGB liquid crystal shutter projection system (3LCD)

White Light Output (Normal/Eco): 4,000 lm
Colour Light Output: 4,000 lm

USB Interface: USB Type A: 1 (For Wireless LAN, Firmware Update, Copy OSD Settings)

USB Type B: 1 (For Firmware Update, Copy OSD Settings)

• Network: Wireless: Optional (ELPAP11)

Analog Input: Composite: 1 RCA

D-Sub 15pin: 1

Digital Input: HDMI: 1

Audio Input: 2RCA (White & Red): 1

36

• Contrast Ratio: 16,000:1

Standard Size: Tele: 33" to 320" [1.10 to 10.89 m]

Wide: 33" to 320" [0.91 to 9.07 m]

Vertical/Horizontal Keystone: ±30° / ±30° (Auto Vertical Keystone only)

Quick Corner: Yes

Operating Temperature: Low Altitude: 5 – 40 °C <41 – 104 °F>

High Altitude: 5 – 35 °C <41 – 95 °F> (20% – 80% Humidity, No Condensation)

Operating Altitude: 0 – 3,048 m <0 – 10,000 ft>

• Start-Up Period: Up to 6 seconds, Warm-up Period: 30 seconds

Cool Down Period: Instant Off

Direct Power On/Off:

Yes

Dimension Excluding Feet (W x H x D): 302 x 77 x 234 mm

Weight: Approx. 2.5 kg

Type: High Efficiency Filter
 A 200 (40 000 b)

• Maintenance Cycle: 6,000 / 12,000 hours

Dimension Excluding Feet (W x H x D): 302 x 77 x 234 mm

Fan Noise (Normal / Eco): 37dB / 28dB

Power Supply Voltage: 100 – 240 V AC ±10%, 50/60 Hz

Resolution, Projectors Facets: WXGA

Contrast Ratio, Projectors Facets: 16,000:1

Brightness Range Lumens, Projectors Facets: 2000

Features, Projectors Facets: Wifi

Quick Corner

Laser / Lamp, Projectors Facets: Lamp

Supported Speed for Each Mode: IEEE 802.11b (2.4GHz): 11 Mbps\*2

IEEE 802.11n (2.4GHz): 72.2 Mbps\*2 IEEE 802.11a (5GHz): 54Mbps\*2 IEEE 802.11n (5GHz): 150 Mbps\*2 IEEE 802.11q (2.4GHz): 54 Mbps\*2

Wireless LAN Security: Infrastructure: OPEN, WPA2/WPA3-PSK

Access Point: OPEN, WPA2-PSK (AES)

• LCD: Size: 0.59" (C2fine)

Native Resolution: WXGA (1280 x 800)

Light source: Type: 210W UHE

Life (Normal / Eco): 6,000 / 12,000 hours

Aspect Ratio: 16:10

Projection Lens: Type: Optical Zoom (Manual) / Focus (Manual)

Zoom Ratio: 1 – 1.2

Focal Length: 16.90 – 20.28 mm Throw Ratio: 1.30 – 1.56 (Wide to Tele)

F-Number: 1.49 – 1.72

## • 1 Year Warranty on parts and service

## **Projection Screen**

• Form Factor: Portable

Nominal Diagonal: 32"

Viewing Size: 35 5/16"(H) x 62 3/4"(W)

• Aspect Ratio: Standard (1:1)

## ITEM NO. 4 – HEIGHT AND WEIGHT SCALE

#### **SAMPLE PICTURE**



#### **SPECIFICATIONS:**

- Heavy-duty understructure
- Dual reading, die-cast beam, and aluminum on black insert
- Reads in pounds & kilograms
- Capacity: 180 kg x100g
- Platform Size: 270 x 371mm

Height Rod: Measures 1900mm

Scale Height: 1340mm

• Size tolerance: ± 20mm

Packaging: manufacturing packaging

Factory assembled

## TEM NO. 6 - SINGLE ELECTRIC STOVE

### **SAMPLE PICTURE**



## **SPECIFICATIONS:**

- Single electric stove, with pilot light indicator
- Porcelain body color white, rubberized footing
- fast heat hotplate, 203mm diameter
- size tolerance: ± 20mm
- Adjustable thermostat
- Product Warranty: 1 year company service
- Packaging: manufacturing packaging

## <u>ITEM NO. 7 – FIRE EXTINGUISHER</u>

### **SAMPLE PICTURE**



### **SPECIFICATIONS:**

- Brand new, safe and clean, color green
- ABC type of fire, 4.5 kgs.
- Environment Friendly, multi-shot, electrically non-conductive, non-toxic
- Furnished w/ Wall Hanger Mounting Bracket
- ICC and Bureau of Product Standard (BPS) certified
- With ISO Certified Product Quality
- Packaging: manufacturing packaging
- 5 Year Warranty against inherent mechanical defects

## ITEM NO. 8 – WATER DISPENSER

#### **SAMPLE PICTURE**



#### **SPECIFICATIONS:**

- Hot and Cold-water dispenser
- Cabinet type, floor standing
- Warranty: free service
- Packaging: manufacturing packaging

## SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS BRAND-NEW EQUIPMENT FOR 50 NCDCs NATIONWIDE NORTH LUZON AREA

No	Region	Province	City/ Municipality	Project Location	Refrigerator	Wireless Speaker with Wireless Mic	Television (Wall Mount)	Height and Weight Scale	Electric Stove	Fire Extinguisher	Water Dispenser	Portable LCD Projector with Screen
1	CAR	Apayao	Conner	Caglayan, Conner, Apayao	1	1	1	1	1	1	1	1
2	CAR	Ifugao	Tinoc	Landing, Poblacion, Tinoc, Ifugao	1	1	1	1	1	1	1	1
3	CAR	Mountain Province	Barlig	Barangay Gawana, Barlig, Mountain Province	1	1	1	1	1	1	1	1
4	CAR	Mountain Province	Besao	Barangay Banguitan, Besao, Mountain Province	1	1	1	1	1	1	1	1
5	CAR	Mountain Province	Sadanga	Barangay Poblacion, Sadanga, Mountain Province	1	1	1	1	1	1	1	1
6	1	La Union	Luna	Sucoc Norte, Luna, La Union	1	1	1	1	1	1	1	1
7	1	La Union	San Juan	Pacpacac, San Juan, La Union	1	1	1	1	1	1	1	1
8	1	La Union	Santol	Barangay Poblacion, Santol, La Union	1	1	1	1	1	1	1	1
9	1	La Union	Sidupen	Barangay Duplas, Sudipen, La Union	1	1	1	1	1	1	1	1
10	2	Cagayan	Gattaran	Sidem, Gattaran, Cagayan	1	1	1	1	1	1	1	1
11	2	Cagayan	Tuguegarao	City Compound, Carig Sur, Tuguegarao City, Cagayan	1	1	1	1	1	1	1	1
12	2	Nueva Vizcaya	Alfonso Castaneda	Alfonso Castañeda. Nueva Vizcaya	1	1	1	1	1	1	1	1
13	3	Aurora	Dipaculao	Barangay Bayabas, Dipaculao, Aurora	1	1	1	1	1	1	1	1
14	3	Nueva Ecija	Science City of Muñoz	Barangay San Andres, Science City of Muñoz, Nueva Ecija	1	1	1	1	1	1	1	1
15	3	Pampanga	Candaba	Pulong Plazan, Candaba, Pampanga	1	1	1	1	1	1	1	1
16	3	Pampanga	Sta.Rita	Barangay San Basilio, Sta. Rita, Pampanga	1	1	1	1	1	1	1	1
17	3	Zambales	San Marcelino	Barangay San Consuelo Sur, San Marcelino, Zambales	1	1	1	1	1	1	1	1
			North Lu	zon Area	17	17	17	17	17	17	17	17

## SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS BRAND-NEW EQUIPMENT FOR 50 NCDCs NATIONWIDE SOUTH LUZON AREA

$\overline{}$												
No	Region	Province	City/ Municipality	Project Location	Refrigeration broject Focation		Television (Wall Mount)	Height and Weight Scale	Electric Stove	Fire Extinguisher	Water Dispenser	Portable LCD Projector with Screen
1	4A	Cavite	General Emilio Aguinaldo	Barangay Poblacion 3, General Emilio Aguinaldo, Cavite	1	1	1	1	1	1	1	1
2	4A	Laguna	Calauan	Barangay Paliparan, Calauan, Laguna	1	1	1	1	1	1	1	1
3	4A	Jala-Jala	Rizal		1	1	1	1	1	1	1	1
4	4B	Palawan	Sofronio Española	Barangay Pulot Center, Sofronio Española, Palawan	1	1	1	1	1	1	1	1
5	4B	Rombion	Looc	Barangay Pili, Looc, Romblon	1	1	1	1	1	1	1	1
6	4B	Rombion	San Andres	San Andres, Rombion	1	1	1	1	1	1	1	1
7	5	Camarines Sur	Camaligan	Dugcal, Camaligan, Camarines Sur	1	1	1	1	1	1	1	1
8	5	Camarines Sur	Magarao	Barangay Ponong, Magarao, Camarines Sur	1	1	1	1	1	1	1	1
9	5	5 Camarines Sur Naga City Barangay Carolina, Naga City, Camarines Sur				1	1	1	1	1	1	1
			9	9	9	9	9	9	9	9		

## SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS BRAND-NEW EQUIPMENT FOR 50 NCDCs NATIONWIDE VISAYAS AREA

No	Region	Province	City/ Municipality	Project Location	Refrigerator	Wireless Speaker with Wireless Mic	Television (Wall Mount)	Height and Weight Scale	Electric Stove	Fire Extinguisher	Water Dispenser	Portable LCD Projector with Screen
1	6	Antique	Culasi	Barangay Esperanza, Culasi, Antique	1	1	1	1	1	1	1	1
2	6	Antique	Hamtic	Lapaz-Tubog, Hamfic, Antique	1	1	1	1	1	1	1	1
3	6	Antique	Laua-an	Sitio Pangilkigan, Casit-an, Laua-an, Antique	1	1	1	1	1	1	1	1
4	6	Antique	Patnogon	Poblacion, Patnongon, Antique	1	1	1	1	1	1	1	1
5	6	Antique	Tobias Fornier	Barangay Masaso, Tobias Fornier, Antique	1	1	1	1	1	1	1	1
6	6	lloilo	Barotac Viejo	Barangay Nueva Sevilla, Barotac Viejo, Iloilo	1	1	1	1	1	1	1	1
7	6	lloilo	San Dionisio	Poblacion, San Dionisio, Iloilo	1	1	1	1	1	1	1	1
8	6	lloilo	San Juaquin	Barangay Pitogo, San Joaquin, Iloilo	1	1	1	1	1	1	1	1
9	6	lloilo	San Miguel	Barangay 11, RV Sanchez St. San Miguel Iloilo	1	1	1	1	1	1	1	1
10	6	lloilo	San Rafael	Barangay Poscolon, San Rafael, Iloilo	1	1	1	1	1	1	1	1
11	6	lloilo	Tigbauan	Barangay 9, Poblacion, Tigbauan, Iloilo	1	1	1	1	1	1	1	1
12	7	Bohol	Baclayon	Guiwanon, Badayon, Bohol	1	1	1	1	1	1	1	1
13	7	Bohol	Pres.Carlos P. Garcia	Barangay Pitogo, Pres. Carlos P. Garcia, Bohol	1	1	1	1	1	1	1	1
14	7	Bohol	Panglao		1	1	1	1	1	1	1	1
				Visayas Area	14	14	14	14	14	14	14	14

## SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS BRAND-NEW EQUIPMENT FOR 50 NCDCs NATIONWIDE MINDANAO AREA

No	Region	Province	City/ Municipality	Project Location	Refrigerator	Wireless Speaker with Wireless Mic	Television (Wall Mount)	Height and Weight Scale	Electric Stove	Fire Extinguisher	Water Dispenser	Portable LCD Projector with Screen
1	10	Bukidnon	Don Carlos	Poblacion Sur, Don Carlos, Bukidnon	1	1	1	1	1	1	1	1
2	10	Bukidnon	Kībawe	West Kibawe, Kibawe, Bukidnon	1	1	1	1	1	1	1	1
3	10	Bukidnon	Kitaotao	Purok 5, Barangay Poblacion, Kitaotao, Bukidnon	1	1	1	1	1	1	1	1
4	10	Bukidnon	San Fernando	Purok 2B, Barangay Namnam, San Fernando, Bukidnon	1	1	1	1	1	1	1	1
5	10	Misamis Oriental	Villanueva	Barangay Katipunan, Villanueva, Misamis Oriental	1	1	1	1	1	1	1	1
6	11	Davao del Norte	New Corella	Barangay Poblacion, New Corella, Davao del Norte	1	1	1	1	1	1	1	1
7	CARAGA	Agusan del Norte	Las Nieves	Las Nieves, Agusan del Norte	1	1	1	1	1	1	1	1
8	CARAGA	Surigao del Norte	General Luna	Barangay 5, Poblacion, General Luna, Surigao del Norte	1	1	1	1	1	1	1	1
9	CARAGA	Surigao del Norte	San Isidro	National Highway, Barangay Poblacion, San Isidro, Surigao del Norte		1	1	1	1	1	1	1
10	CARAGA	Agusan del Sur	La Paz		1	1	1	1	1	1	1	1
			10	10	10	10	10	10	10	10		

## Annex 3

## Detailed Financial Breakdown per Area

			North Luzon Area				South Luzor	Area		Visayas A	Area		Mindanao	Area
1		UNIT OF		ECCDC Unit		i	ECCDC Unit		i	ECCDC Unit		i	ECCDC Unit	
No.	ITEM	MEASUREMENT	Qty	Price 2024		Qty	Price 2024		Qty	Price 2024		Qty	Price 2024	
1	Refrigerator	Unit	17	17,499.00	297,483.00	9	18,374.00	165,366.00	14	19,293.00	270,102.00	10	20,258.00	202,580.00
2	Wireless Speaker with Wireless Mic	Set	17	10,240.00	174,080.00	9	10,760.00	96,840.00	14	11,290.00	158,060.00	10	11,860.00	118,600.00
3	Television (Wall Mount)	Set	17	23,670.00	402,390.00	9	24,860.00	223,740.00	14	26,106.00	365,484.00	10	27,412.00	274,120.00
4	Height and Weight Scale	Unit	17	13,493.00	229,381.00	9	14,167.00	127,503.00	14	14,876.00	208,264.00	10	15,619.00	156,190.00
5	Electric Stove	Unit	17	3,530.00	60,010.00	9	3,715.00	33,435.00	14	3,900.00	54,600.00	10	4,100.00	41,000.00
6	Fire Extinguisher	Unit	17	14,000.00	238,000.00	9	14,750.00	132,750.00	14	15,490.00	216,860.00	10	16,230.00	162,300.00
7	Water Dispenser	Unit	17	7,550.00	128,350.00	9	7,930.00	71,370.00	14	8,320.00	116,480.00	10	8,745.00	87,450.00
8	LCD Projector with Screen	Set	17	33,267.00	565,539.00	9	34,931.00	314,379.00	14	36,677.00	513,478.00	10	38,511.00	385,110.00
	SUB TOTAL				2,095,233.00			1,165,383.00			1,903,328.00			1,427,350.00
	GRAND TOTAL	GRAND TOTAL 6,591,294										6,591,294.00		

# Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### **Legal Documents**

- □ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
- □ (b) Registration certificate from Securities and Exchange Commission (SEC),
  Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative
  Development Authority (CDA) for cooperatives or its equivalent document,
  and
- □ (c) Mayor's or Business permit 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;

  and
- □ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### **Technical Documents**

- □ (e) 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**
- ☐ (f) 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 "Appliance/Office Equipment".

Any of the following documents must be submitted/attached corresponding to the 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;

#### <u>and</u>

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

#### <u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- ☐ (h) Technical Requirements
  - 1. Duly Complied Section VI. Schedule of Requirements
  - 2. Duly Complied Section VII. Technical Specifications
  - 3. Indicate the Brand Name and Model Number of the items being offered (Please refer to Section VI. Schedule of Requirements)
  - 4. Brochure (original / Technical Data Sheet or equivalent document) showing compliance to the ECCDC Technical Specifications for the following equipment:

LINE NO	EQUIPMENT
1	Refrigerator
2	DVD Player with Speakers
3	Television (Wall Mount)
4	Height and Weight Scale
5	Single Electric Stove
6	Fire Extinguisher
7	Water Dispenser
8	Portable LCD Projector with Screen

5. **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).

Certification shall be based on the following parameters:

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

- ☐ (j) The Supplier's 2022 and 2023 audited financial statements (in comparative form-2021-2022 & 2022-2023)
  - a) Independent Auditor's Report;
  - b) Balance Sheet (Statement of Financial Position); and
  - c) Income Statement (Statement of Comprehensive Income)

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

□ (k) 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

☐ (l) 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)

- m) [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 or product.
- n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

#### II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form; and
- □ (p) Original of duly signed and accomplished Price Schedule(s).

#### 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 Requirements 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 in all documents to be submitted with the same number as indicated in this Checklist of Technical and Financial Documents.

## **Section IX. Bidding Forms**

Bid Reference No.: BG1-008-2024

## 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 bidded).
- 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									

#### **Annex I-A**

## Supply and Delivery of One (1) Lot of Various Brand-New Equipment for 50 National Child Development Centers Nationwide

Bid Reference No.: BG1-008-2024

Statement of the Single Largest Completed Contract of a 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 "Appliance/Office Equipment".

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 Representat	tive
	Position	
	——————————————————————————————————————	

### **Bid Securing Declaration Form**<sup>1</sup>

[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.: BG1-008-2024

#### 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 as 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	PHILI	PPINES)
CITY/MUNI	CIPA	LITY	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 \_\_\_\_\_\_, 2024 at Pasig City, Philippines.

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

## Affiant

at_ himself/herself/themselves whom I was a	RN to before me thisday of, Philippines, by the affiant/able to personally identify through his/her/their [insercard used], which he/she/they has/have presented to
Witness my hand and seal this	day of [month] [year].
	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public foruntil 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:	

Bid Reference No.: BG1-008-2024

#### **Price Schedule for Goods Offered from Within the Philippines**

[shall be submitted with the Bid if the bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines Name of Bidder Page of Bid Ref. No. **NORTH LUZON AREA** 2 3 6 7 8 9 10 Description Country Quantity Unit Cost of **Total Price** Item Transportation Sales and Total and all other Incidental of origin other Price, delivered price costs taxes Services, if per unit Final EXW incidental to applicable, payable if Destination per delivery, per Contract per item (col item item is (col 9) x 5+6+7+ awarded, 8) (col 4) per item Total Name: Legal Capacity: Signature:

Bid Reference No.: BG1-008-2024

#### **Price Schedule for Goods Offered from Within the Philippines**

[shall be submitted with the Bid if the bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines Name of Bidder Page of Bid Ref. No. **SOUTH LUZON AREA** 2 3 4 6 7 8 9 10 Description Country Quantity Unit Cost of **Total Price** Item Transportation Sales and Total and all other Incidental of origin other Price, delivered price costs taxes Services, if per unit Final EXW incidental to applicable, payable if Destination per delivery, per Contract per item (col item item is (col 9) x 5+6+7+ awarded, 8) (col 4) per item Total Name: Legal Capacity: Signature:

Bid Reference No.: BG1-008-2024

#### **Price Schedule for Goods Offered from Within the Philippines**

[shall be submitted with the Bid if the bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines Name of Bidder Page of Bid Ref. No. **VISAYAS AREA** 2 3 4 6 7 8 9 10 Description Country Quantity Unit Transportation Cost of **Total Price** Item Sales and Total and all other Incidental of origin other Price, delivered price costs taxes Services, if per unit Final EXW incidental to applicable, payable if Destination per delivery, per Contract per item (col item item is (col 9) x 5+6+7+ awarded, 8) (col 4) per item Total Name: Legal Capacity: Signature:

Bid Reference No.: BG1-008-2024

#### **Price Schedule for Goods Offered from Within the Philippines**

[shall be submitted with the Bid if the bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines Name of Bidder Page of Bid Ref. No. **MINDANAO AREA** 2 3 4 6 7 8 9 10 Description Country Quantity Unit Cost of **Total Price** Item Transportation Sales and Total and all other Incidental of origin other Price, delivered price costs taxes Services, if per unit Final EXW incidental to applicable, payable if Destination per delivery, per Contract per item (col item item is (col 9) x 5+6+7+ awarded, 8) (col 4) per item Total Name: Legal Capacity: Signature:

Bid Reference No.: **BG1-008-2024** 

### **Price Schedule for Goods Offered from Abroad**

[shall be submitted with the Bid if the bidder is offering goods from Abroad]

Name	of Bidder							
Bid Re	ef. No.			Page of				
			N	ORTH LUZ	ON AREA	ı		
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	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	Total							
Legal (	Capacity: _							
Duly a	uthorized t	o sign the	e Bid for	and behalf of:				

Bid Reference No.: BG1-008-2024

### Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if the bidder is offering goods from Abroad]

Name	of Bidder							
Bid Re	ef. No.			Page of				
			S	OUTH LUZ	ON AREA			
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	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	Total							
	1 otai							
Legal (	Capacity: _							
Duly a	uthorized t	o sign th	e Bid for	and behalf of:				

Bid Reference No.: BG1-008-2024

### **Price Schedule for Goods Offered from Abroad**

[shall be submitted with the Bid if the bidder is offering goods from Abroad]

Name	of Bidder							
Bid Re	ef. No.			Page of				
			V	ISAYAS AI	REA			
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							
	1 otai							
Legal (	Capacity: _							
Signati	uie							
Duly a	uthorized t	o sign th	e Bid for	and behalf of:				

Bid Reference No.: BG1-008-2024

### Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if the bidder is offering goods from Abroad]

Name	of Bidder							
Bid Re	ef. No.			Page of				
			M	IINDANAO	AREA			
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							
Legal (	Capacity: _							
Duly a	uthorized to	o sign the	e Bid for	and behalf of:				

#### **Contract Agreement Form for the Procurement of Goods**

[Not required to be submitted with the Bid, but it shall be submitted after receiving the Notice of Award]

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made the	day of	20	_between	[name	of
PROCURING ENTITY] of the Philippine			tity") of the	one part	and
[name of Supplier] of [city and country of	of Supplier] (hereina	after calle	d "the Sup	olier") 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 Name and Signature] [Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

#### **Acknowledgment**

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

### **Performance Securing Declaration (Revised<sup>1</sup>)**

[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 PHI	LIPPINES)
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]

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 augrantine

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

10	• –										
Date	: _										
	WHE	REAS,				la a u a i u a f				ces located at	
underta	ıken,	in	pursu	ance	of (	nereinai	ter cane	ea the Co	ontractor/s	Supplier") has	-
			to	execute	supply	of				dated at	
					·						
authorize to with and per	rnish you v zed bank fo the contract formance o	with a Speor the sum ct, included of correct	ecial Bank specified ing a war ive work	Guarantee I therein as s ranty that th	/ Irrevocab ecurity for e GOODS aufacturing	le Stand complia supplied defects	by Lette ince with d are fre	er of Cred h their ob ee from pa	lit (as appl ligations i atent and l	ctor/Supplier icable) by an n accordance latent defects ired and that	
Irrevoc	AND WH able Letter				ve the Con	tractor/S	upplier	such a Sp	pecial Ban	k Guarantee/	
the Cor	Contractor, ntract Price r argument	up to a to is payab , <i>any sun</i>	otal of <b>Ph</b> lole, and w	P re undertake	to pay yo	u, <i>upon</i> hP	prop you fir _as at	ortions o est written Foresaid v	f currence demand	ou, on behalf ies in which and without u needing to	
to warr	ocable and ant that the	intended goods su	to answer	for the perf	ormance o patent and	f correct latent d	ive wor	k for any nd to war	manufactı	as applicable) uring defects, all conditions	
	eby waive the deman		sity of you	ır demandin	g the said	lebt fron	n the Co	ontractor/S	Supplier b	efore present	ing
Contrac	ormed ther	e under on any way	or of any release u	of the Control  Is from any	ract docun	ents wh	ich may	y be mad	e between	e Contract to you and the waive notice	
of one	This guara (1) year, wh	antee sha	ll be valid	l until er.					or	a minimum	
SIGNA	TURE AN	D SEAL	OF THE	GUARANT	OR						
NAME	OF BANK	<u> </u>									
ADDD	RESS										

#### 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]* 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

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

Bid Reference No.: BG1-008-2024

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

	) which is at least equal to the total ceiling pr	rice we are bidding. Th
ount is c	computed as follows:	
CA =	Current Assets	P
Less:		-
CL =	Current Liabilities	
	Sub-Total 1	₽
		X 15
	Sub-Total 2	P
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	P
•	NFCC	P
Is	sued thisday of, 20	

- 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.

  The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
- The detailed computation must be shown using the required formula provided above.

Notes:

## (Bidder's Client 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]

	(NAME) supplied our company/agency with (NAME)
·	ation of timely delivery, compliance to specifications and ervice, we give
This Certification shall form part of the Continuous (Name of Bidder)	EXCELLENT  VERY SATISFACTORY  SATISFACTORY  POOR  Technical Documentary Requirements in line with icipation in the Supply and Delivery of One (1) Lot for 50 National Child Development Centers of the G1-008-2024.
Issued thisday of_	
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	:		
ADRRESS			
HEAD OFFICE BRANCH	: :		
TELEPHONE NUMBERS/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 DIRECTOS	:		
LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH	:		
SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT			
(at least THREE (3)	CEDERES	D CORRECT.	
CERTIFIED CORRECT:			
Name & Signature of Authorized Representative			
Position			
Date			

