

MUNICIPALITY OF SANTA FE, ROMBLON

PHILIPPINE BIDDING DOCUMENTS

for the

EQUIPPING OF CHILD DEVELOPMENT CENTERS (CDCs) (LOT 1-2)

Date of Public Bidding: July 12, 2022, 1:30 P.M.

Sixth Edition July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

- **GOP** Government of the Philippines.
- **GPPB** –Government Procurement Policy Board.
- **INCOTERMS** International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

- **LGUs** Local Government Units.
- **NFCC** Net Financial Contracting Capacity.
- **NGA** National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines Province of Romblon **MUNICIPALITY OF SANTA FE** -oOo-

THE BIDS AND AWARDS COMMITTEE

INVITATION TO BID FOR THE EQUIPPING OF CHILD DEVELOPMENT CENTERS (CDCs) (LOT 1-2)

1.

The Municipal Government of Santa Fe,

Romblon, through the GAD Fund 2022,¹ intends to apply the sum of Three Hundred Forty Eight Thousand Four Hundred Forty Eight Pesos (Php348,448.00) being the Approved Budget for the Contract (ABC) to payments under the contract for "Equipping of Child Development Centers (CDCs) (ITB No. 2022-060)". Bids received in excess of the ABC shall be automatically rejected at bid opening. Bidders may participate for any one or all lots.

LOT NO.	NAME OF PROJECT	ABC
Lot 1	Purchase of Supplies & Materials	P 199,348.00
Lot 2	Purchase of Lego Table & Chairs, Learning Board and Indoor Playground Apparatus	P 149,100.00

- 2. The Municipal Government of Santa Fe, Romblon now invites bids for the above Procurement Project. Delivery of Goods is required thirty (30) working days after the receipt of the Notice to Proceed of the Winning Bidder. Bidders should have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- 4. Prospective Bidders may obtain further information from *Municipal Government of Santa Fe* and inspect the Bidding Documents at the address given below during *8:00 am to 5:00 pm*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *June 23, 2022 to July 12, 2022* from the given address and website below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount

 $^{^{1}}$ In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of (LGUs, the Budget for the contract approved by the respective Sanggunian. (Section 5(a), R.A. 9184)

of *Five Hundred Pesos (P500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

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

- Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before <u>July 12, 2022 at 1:30 P.M.</u> Late bids shall not be accepted.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 8. Bid opening shall be on <u>July 12, 2022 at 1:30 P.M</u>. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 9. The Municipal Government of Santa Fe, Romblon reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further information, please refer to:

ENGR. CHARLIE T. ANDRES JR. Municipal Agriculturist/LGU-BAC Chairperson Municipality of Santa Fe Province of Romblon Telephone No. <u>0918-639-0508</u> Email Address: <u>stafempdc@gmail.com</u>

11. You may visit the website listed below:

For downloading of Bidding Documents: http://www.staferomblon.gov.ph

ANDRES, JR. LGU-BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Municipal Government of Santa Fe, Romblon* wishes to receive Bids for the *Equipping of Child Development Centers (CDCs) (Lot 1-2)*, with identification number *ITB No. 2022-060*

The Procurement Project (referred to herein as "Project") is composed of three (3) lots, 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 **GAD Fund 2022** in the amount of **Three Hundred Forty Eight Thousand Four Hundred Forty Eight Pesos** (**P** 348,448.00).
- 2.2. The source of funding is:

LGU Annual Budget 2022, as approved by the Sanggunian.

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 limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 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

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 {*[insert if applicable]* 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** Clause5.3 should have been completed within the last *three 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.

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 the **BDS**.

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 Declaration² 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 within 120 Calendar Days from the Bid Opening. 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 one copy of the first and second components of its Bid.

In addition, each bidder shall submit two (2) 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.

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

 $^{^{2}}$ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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. Interested 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.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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

Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be:			
	a. Sale and delivery of similar items stated in the Technical Specifications' section of this Bidding Documents.			
	b. completed within three (3) years prior to the deadline for the submission and receipt of bids.			
	c. Prospective bidder need to submit one SLCC per lot			
	Note: Use the prescribed forms for the Statement of SLCC and Statement of All Ongoing and Private Contracts provided in this Bidding Documents. Using other forms not prescribed in this bidding documents is ground for disqualification of bids.			
7.1	Subcontracting is not allowed.			
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)			
	Please follow the additional provisions:			
	 For bid Security, if the bidder opted to submit Bid Securing Declaration, use the prescribed form provided in this Bidding Document For NFCC, Statement of SLCC and Statement of All Ongoing and Private Contracts, the prospective bidder should use the prescribed form provided in this Bidding Document NFCC computation should be pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184 			
	Using other forms not prescribed in this Bidding Document is a ground for disqualification of bids.			
12	The price of the Goods shall be quoted DDP <i>Municipal Government of Santa Fe – Poblacion, Santa Fe, Romblon</i> inclusive of applicable taxes and freight charges or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			

		BID SECURIT	Cash or Cashier's/ Y Manager's Check	Bank Draft/Guarantee	Surety Bond	
		Lot 1	P 3,986.96	P 3,986.96	P 9,967.40	
		Lot 2	P 2,982.00	P 2,982.00	P 7,455.50	
19.3			project is Three Hundred Forty Eight Thousand Four Hundred Forty Eight 48.00) broken into the following lots:			
		Lot No.	Name of P	Name of Project		
		Lot 1	Purchase of Supplies & I	Vaterials	P 199,348.00	
		Lot 2	Purchase of Lego Table Board and Indoor Playgr	& Chairs, Learning	P 149,100.00	
20.2	Paym requir	ent Syster red if those	tax and business tax return fled and paid through the BIR Electronic and em. Likewise, updated Tax Clearance and PhilGEPS Registration are se documents already expires during the conduct of post-qualification but submission and opening of bids.			
21.2	None					

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

000				
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:			
	The delivery terms applicable to this Contract are delivered <i>on project site at Poblacion, Santa Fe, Romblon.</i> 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).			
	Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:			
	(i) Original and three (3) copies of the Supplier's Invoice showing Goods', description quantity, unit price and total amount;			
	(ii) Original and three (3) copies of delivery receipt			
	For purpose of this Clause the Procuring Entity's Representative at the Project Site are Ms. Ruth V. Gallos and Mr. Val S. Victoriano.			
	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:			
	a.performance or supervision of on-site assembly and/or start-up of the supplied Goods;			
	b.furnishing of tools required for assembly and/or maintenance of the supplied Goods;			
	 c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 			
	d performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and			
	e.training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.			
	f. [Specify additional incidental service requirements, as needed.]			

i	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:
	 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 [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].
	Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.
	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 –
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.

2.2	Partial payment is not allowed.
4	The inspections and tests that will be conducted are actual inspection and testing of the
	goods delivered.

Section VI. Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

ltem Number	Description	Quantity	Total	Delivered, Weeks/Months	
1	ALCOHOL, 500ml, 70% solution	34 bottles	34 bottles		
2	DOUBLE ADHESIVE TAPE	34 pcs	34 pcs	Within 30 working	
3	BALLPEN, black, 25's	18 boxes	18 boxes	days upon supplier's receipt of Notice to	
4	BAND AID, 100 pieces one box, antiseptic plastic	17 boxes	17 boxes	Proceed	
5	BATTERY AA, 2 pieces per pack	68 pcs	68 pcs		
6	BOND PAPER, A4	34 reams	34 reams		
7	BOND PAPER, long	34 reams	34 reams	Within 30 working	
8	BROOM, walis tambo, heavy duty	20 pcs	20 pcs	days upon supplier's receipt of Notice to	
9	CORRECTION TAPE, good quality	34 pcs	34 pcs	Proceed	
10	ERASER, good quality, big	36 pcs	36 pcs		
11	CARTOLINA, assorted	10 dozens	10 dozens		
12	CLIP BINDER, 1"	17 boxes	17 boxes	Within 30 working	
13	COTTON BALLS, absorbent, 50 balls per pack	17 packs	17 packs	days upon supplier's receipt of Notice to Proceed	
14	COLORING BOOK	17 sets	17 sets	Proceed	
15	DIPPER	17 pcs	17 pcs		
16	TOILET BOWL CLEANER, 500ml	17 pcs	17 pcs		
17	DOORMAT	34 pcs	34 pcs	Within 30 working	
18	DUST PAN, medium size, stainless	18 pcs	18 pcs	days upon supplier's receipt of Notice to	
19	EFFICASENT OIL, 50ml, extra	17 pcs	17 pcs	Proceed	
20	ELMERS GLUE, 240g	17 pcs	17 pcs		
21	PHILIPPINE FLAG, medium size	17 pcs	17 pcs		
22	FACEMASK, 50 pcs per box	34 boxes	34 boxes	Within 30 working	
23	HAND TOWELS, white 3 line, 12 pcs	3 sets	3 sets	days upon supplier's receipt of Notice to	
24	HIGHLIGHTER PEN, random color	17 pcs	17 pcs	Proceed	
25	ILLUSTRATION BOARD, 30"X40"	34 pcs	34 pcs		

Lot 1 – Purchase of Supplies and Materials

ltem Number	Description	Quantity	Total	Delivered, Weeks/Months	
26	INSECT KILLER SPRAY, 500ml	17 bottles	17 bottles		
27	MANZANILLA, 100ml	20 pcs	20 pcs	Within 30 working days upon supplier's receipt of Notice to Proceed	
28	MANILA PAPER	19 dozens	19 dozens		
29	MARKER REFILL INK, black	17 pcs	17 pcs	FIOCEEU	
30	NEON PAPER, assorted color	20 pcs	20 pcs		
31	PENCIL NO.2	20 boxes	20 boxes		
32	PERMANENT MARKER PEN, black, broad	17 pcs	17 pcs	Within 30 working	
33	USB 16GB, SANDISK FLASH DRIVE	17 pcs	17 pcs	days upon supplier's receipt of Notice to	
34	PLASTIC ENVELOP TRANS., long reg.	40 pcs	40 pcs	Proceed	
35	PUNCHER, heavy duty	12 pcs	12 pcs		
36	SCISSOR, multipurpose heavy duty, stainless steel portable scissors with protecting cap	17 pcs	17 pcs		
37	SCOTCH TAPE, 1x25x24mm, yellow	20 pcs	20 pcs	Within 30 working	
38	SIGN PEN, gel, black	20 pcs	20 pcs	days upon supplier's receipt of Notice to	
39	STAMP PAD	17 boxes	17 boxes	Proceed	
40	SOAP, bath soap, anti-bacterial, white, 60g	4 dozen	4 dozen		
41	THERMOMETER	18 pieces	18 pieces		
42	TOILET TISSUE PAPER, 2 ply, 100% recycled	20 bundles	20 bundles	Within 30 working days upon supplier's	
43	LOGBOOK, 500 pages	17 pieces	17 pieces	receipt of Notice to Proceed	
44	WALL CLOCK, 12 inches round wall clock	6 pcs	6 pcs		
45	SMART LOAD CARD	216 pcs	216 pcs	Within 30 working	
46	200 pieces colorful ball soft plastic (7.8cm/3")	50 sets	50 sets	days upon supplier's	
47	KIDS PORTABLE BALL POOL, big, heavy duty	12 pieces	12 pieces	receipt of Notice to Proceed	

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

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

ltem Number	Description	Quantity	Total	Delivered, Weeks/Months
1	LEGO TABLE AND CHAIR	6 unit	6 unit	Within 30 working
	kids multifunction building block table			days upon
	learning desk LEGO table			supplier's receipt of
	includes blocks			Notice to Proceed
	table size: 61x42x44cm			
	chair size: 28x25x44cm			
2	5-in-1 LEARNING BOARD WOODEN WITH	15 set	15 set	Within 30 working
	WOODEN WHEELS			days upon
	solid wood construction with safe			supplier's receipt of
	paint			Notice to Proceed
	13.2X13.2X18.47 inch wooden baby			
	walker with curvy bead mazes			
	Spin and match animals, turn 123			
	word tiles, clock fun, shape sorter			
	4 wheel moving to anywhere			
	> 3-5 years old		•	
3	INDOOR PLAYGROUND APPARATUS 5-	3 set	3 set	Within 30 working
	IN-1 DEVICE			days upon
	(slide, swing, basketball, crawl and			supplier's receipt of
	soccer)			Notice to Proceed
	Easy grip climbing wall			
	3-point seat belt and high wall swing			
	Safe crawl through space			
	Minimum weight: 20, 400g			

Lot 2 – Purchase of Lego	Table & Chairs, Learning Bo	oard and Indoor Playground Apparatus

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

Name of Company/Bidder

Signature over printed name

Date

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either "Comply or "Not Comply" against each of the individual parameters of each Specifications stating the corresponding performance parameter of the equipment offered.

Lot 1 – Purchase of Supplies & Materials

ltem	Specification	Statement of Compliance
1	ALCOHOL, 500ml, 70% solution	
2	DOUBLE ADHESIVE TAPE	
3	BALLPEN, black, 25's	
4	BAND AID, 100 pieces one box, antiseptic plastic	
5	BATTERY AA, 2 pieces per pack	
6	BOND PAPER, A4	
7	BOND PAPER, long	
8	BROOM, walis tambo, heavy duty	
9	CORRECTION TAPE, good quality	
10	ERASER, good quality, big	
11	CARTOLINA, assorted	
12	CLIP BINDER, 1"	
13	COTTON BALLS, absorbent, 50 balls per pack	
14	COLORING BOOK	
15	DIPPER	
16	TOILET BOWL CLEANER, 500ml	
17	DOORMAT	
18	DUST PAN, medium size, stainless	
19	EFFICASENT OIL, 50ml, extra	
20	ELMERS GLUE, 240g	
21	PHILIPPINE FLAG, medium size	
22	FACEMASK, 50 pcs per box	
23	HAND TOWELS, white 3 line, 12 pcs	
24	HIGHLIGHTER PEN, random color	
25	ILLUSTRATION BOARD, 30"X40"	
26	INSECT KILLER SPRAY, 500ml	
27	MANZANILLA, 100ml	
28	MANILA PAPER	
29	MARKER REFILL INK, black	
30	NEON PAPER, assorted color	
31	PENCIL NO.2	
32	PERMANENT MARKER PEN, black, broad	
33	USB 16GB, SANDISK FLASH DRIVE	
34	PLASTIC ENVELOP TRANS., long reg.	
35	PUNCHER, heavy duty	
36	SCISSOR, multipurpose heavy duty, stainless steel portable	
	scissors with protecting cap	
37	SCOTCH TAPE, 1x25x24mm, yellow	

Item	Specification	Statement of Compliance
38	SIGN PEN, gel, black	
39	STAMP PAD	
40	SOAP, bath soap, anti-bacterial, white, 60g	
41	THERMOMETER	
42	TOILET TISSUE PAPER, 2 ply, 100% recycled	
43	LOGBOOK, 500 pages	
44	WALL CLOCK, 12 inches round wall clock	
45	SMART LOAD CARD	
46	200 pieces colorful ball soft plastic (7.8cm/3")	
47	KIDS PORTABLE BALL POOL, big, heavy duty	

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

Name of Company/Bidder

Signature over printed name

Date

Technical Specifications

Bidders must state here either "Comply or "Not Comply" against each of the individual parameters of each Specifications stating the corresponding performance parameter of the equipment offered.

Lot 2 – Purchase of Lego	Table & Chairs, Learning	Board and Indoor	Playground Apparatus
g			

ltem	Specification	Statement of Compliance
1	LEGO TABLE AND CHAIR	
	kids multifunction building block table learning desk	
	LEGO table	
	includes blocks	
	table size: 61x42x44cm	
	chair size: 28x25x44cm	
2	5-in-1 LEARNING BOARD WOODEN WITH WOODEN	
	WHEELS	
	solid wood construction with safe paint	
	13.2X13.2X18.47 inch wooden baby walker with	
	curvy bead mazes	
	Spin and match animals, turn 123 word tiles, clock	
	fun, shape sorter	
	4 wheel moving to anywhere	
	3-5 years old	
3	INDOOR PLAYGROUND APPARATUS 5-IN-1 DEVICE	
	(slide, swing, basketball, crawl and soccer)	
	Easy grip climbing wall	
	3-point seat belt and high wall swing	
	Safe crawl through space	
	Minimum weight: 20, 400g	

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

Name of Company/Bidder

Signature over printed name

Date

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; <u>and</u>
- ☐ (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; <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;

or

Original copy of Notarized Bid Securing Declaration; and

- □ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
- Original duly signed Omnibus Sworn Statement (OSS);
 and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; 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

□ (I) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

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

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- \Box (n) Original of duly signed and accomplished Price Schedule(s).

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

- (o) [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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : ITB No. 2022-060

To: The BAC Chairperson Municipal Government of Santa Fe Poblacion, Santa Fe, Romblon

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers ______, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Equipping of Child Development Centers* (CDCs) (Lot 1-2) in conformity with the said Bidding Documents.

Lot 1 – Purchase of Supplies & Materials

Item	Item/Description	Unit Price	Total Amount
1	ALCOHOL, 500ml, 70% solution		
2	DOUBLE ADHESIVE TAPE		
3	BALLPEN, black, 25's		
4	BAND AID, 100 pieces one box, antiseptic		
	plastic		
5	BATTERY AA, 2 pieces per pack		
6	BOND PAPER, A4		
7	BOND PAPER, long		
8	BROOM, walis tambo, heavy duty		
9	CORRECTION TAPE, good quality		
10	ERASER, good quality, big		
11	CARTOLINA, assorted		
12	CLIP BINDER, 1"		
13	COTTON BALLS, absorbent, 50 balls per pack		
14	COLORING BOOK		
15	DIPPER		
16	TOILET BOWL CLEANER, 500ml		
17	DOORMAT		
18	DUST PAN, medium size, stainless		
19	EFFICASENT OIL, 50ml, extra		
20	ELMERS GLUE, 240g		
21	PHILIPPINE FLAG, medium size		
22	FACEMASK, 50 pcs per box		
23	HAND TOWELS, white 3 line, 12 pcs		
24	HIGHLIGHTER PEN, random color		

Item	Item/Description	Unit Price	Total Amount
25	ILLUSTRATION BOARD, 30"X40"		
26	INSECT KILLER SPRAY, 500ml		
27	MANZANILLA, 100ml		
28	MANILA PAPER		
29	MARKER REFILL INK, black		
30	NEON PAPER, assorted color		
31	PENCIL NO.2		
32	PERMANENT MARKER PEN, black, broad		
33	USB 16GB, SANDISK FLASH DRIVE		
34	PLASTIC ENVELOP TRANS., long reg.		
35	PUNCHER, heavy duty		
36	SCISSOR, multipurpose heavy duty, stainless		
50	steel portable scissors with protecting cap		
37	SCOTCH TAPE, 1x25x24mm, yellow		
38	SIGN PEN, gel, black		
39	STAMP PAD		
40	SOAP, bath soap, anti-bacterial, white, 60g		
41	THERMOMETER		
42	TOILET TISSUE PAPER, 2 ply, 100% recycled		
43	LOGBOOK, 500 pages		
44	WALL CLOCK, 12 inches round wall clock		
45	SMART LOAD CARD		
46	200 pieces colorful ball soft plastic (7.8cm/3")		
47	KIDS PORTABLE BALL POOL, big, heavy duty		

Total Price in Figures: P _____

Total Price in Words: _____

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: Name and address Amount and Purpose of of agent Currency Commission or gratuity

(if none, state "None")

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

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

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

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 Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : ITB No. 2022-060

To: The BAC Chairperson Municipal Government of Santa Fe Poblacion, Santa Fe, Romblon

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers ______, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Equipping of Child Development Centers* (CDCs) (Lot 1-2) in conformity with the said Bidding Documents.

Lot 2 – Purchase of Lego Table & Chairs,	Learning Board and	Indoor Playground Apparatus
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Item	Item/Description	Unit Price	Total Amount
1	 LEGO TABLE AND CHAIR ➢ kids multifunction building block table learning desk LEGO table ➢ includes blocks ➢ table size: 61x42x44cm ➢ chair size: 28x25x44cm 		
2	 5-in-1 LEARNING BOARD WOODEN WITH WOODEN WHEELS > solid wood construction with safe paint > 13.2X13.2X18.47 inch wooden baby walker with curvy bead mazes > Spin and match animals, turn 123 word tiles, clock fun, shape sorter > 4 wheel moving to anywhere > 3-5 years old 		
3	 INDOOR PLAYGROUND APPARATUS 5-IN-1 DEVICE ➢ (slide, swing, basketball, crawl and soccer) ➢ Easy grip climbing wall ➢ 3-point seat belt and high wall swing ➢ Safe crawl through space ➢ Minimum weight: 20, 400g 		

Total Price in Figures: P _____

Total Price in Words: _____

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")

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

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

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

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:

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. *ITB No. 2022-060* Page ____ of ____

Lot 1 – Purchase of Supplies & Materials

1	2	3	4	5	6	7	8	9	10
ltem	Description	Country of Origin	Quantity	Unit Price EXW per Item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	ALCOHOL, 500ml, 70% solution		34 bottles						
2	DOUBLE ADHESIVE TAPE		34 pcs						
3	BALLPEN, black, 25's		18 boxes						
4	BAND AID, 100 pieces one box, antiseptic plastic		17 boxes						
5	BATTERY AA, 2 pieces per pack		68 pcs						
6	BOND PAPER, A4		34 reams						
7	BOND PAPER, long		34 reams						
8	BROOM, walis tambo, heavy duty		20 pcs						
9	CORRECTION TAPE, good quality		34 pcs						
10	ERASER, good quality, big		36 pcs						
11	CARTOLINA, assorted		10 dozens						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit Price EXW per Item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit	Total Price delivered Final Destination
								(col 5+6+7+8)	(col 9) x (col 4)
12	CLIP BINDER, 1"		17 boxes						
13	COTTON BALLS, absorbent, 50 balls per pack		17 packs						
14	COLORING BOOK		17 sets						
15	DIPPER		17 pcs						
16	TOILET BOWL CLEANER, 500ml		17 pcs						
17	DOORMAT		34 pcs						
18	DUST PAN, medium size, stainless		18 pcs						
19	EFFICASENT OIL, 50ml, extra		17 pcs						
20	ELMERS GLUE, 240g		17 pcs						
21	PHILIPPINE FLAG, medium size		17 pcs						
22	FACEMASK, 50 pcs per box		34 boxes						
23	HAND TOWELS, white 3 line, 12 pcs		3 sets						
24	HIGHLIGHTER PEN, random color		17 pcs						
25	ILLUSTRATION BOARD, 30"X40"		34 pcs						
26	INSECT KILLER SPRAY, 500ml		17 bottles						
27	MANZANILLA, 100ml		20 pcs						
28	MANILA PAPER		19 dozens						
29	MARKER REFILL INK, black		17 pcs						
30	NEON PAPER, assorted color		20 pcs						
31	PENCIL NO.2		20 boxes						
32	PERMANENT MARKER PEN, black, broad		17 pcs						
33	USB 16GB, SANDISK FLASH DRIVE		17 pcs						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit Price EXW per Item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit	Total Price delivered Final Destination
								(col 5+6+7+8)	(col 9) x (col 4)
34	PLASTIC ENVELOP TRANS., long reg.		40 pcs						
35	PUNCHER, heavy duty		12 pcs						
36	SCISSOR, multipurpose heavy duty, stainless steel portable scissors with protecting cap		17 pcs						
37	SCOTCH TAPE, 1x25x24mm, yellow		20 pcs						
38	SIGN PEN, gel, black		20 pcs						
39	STAMP PAD		17 boxes						
40	SOAP, bath soap, anti-bacterial, white, 60g		4 dozen						
41	THERMOMETER		18 pieces						
42	TOILET TISSUE PAPER, 2 ply, 100% recycled		20 bundles						
43	LOGBOOK, 500 pages		17 pieces						
44	WALL CLOCK, 12 inches round wall clock		6 pcs						
45	SMART LOAD CARD		216 pcs						
46	200 pieces colorful ball soft plastic (7.8cm/3")		50 sets						
47	KIDS PORTABLE BALL POOL, big, heavy duty		12 pieces						

Total Amount in Figures: P_____

Total Amount in Words: _____

Name:

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. <u>ITB No. 2022-060</u> Page ____of ____

Lot 2 – Purchase of Lego Table & Chairs, Learning Board and Indoor Playground Apparatus

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit Price EXW per Item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	LEGO TABLE AND CHAIR		6 unit						
	 kids multifunction building block table 								
	learning desk LEGO table								
	includes blocks								
	➤ table size: 61x42x44cm								
0	> chair size: 28x25x44cm		45 1						
2			15 set						
	WOODEN WHEELS								
	solid wood construction with safe paint								
	 13.2X13.2X18.47 inch wooden baby 								
	walker with curvy bead mazes								
	 Spin and match animals, turn 123 								
	word tiles, clock fun, shape sorter								
	4 wheel moving to anywhere								
	➢ 3-5 years old								

1	2	3	4	5	6	7	8	9	10
ltem	Description	Country of Origin	Quantity	Unit Price EXW per Item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit	Total Price delivered Final Destination
								(col 5+6+7+8)	(col 9) x (col 4)
3	 INDOOR PLAYGROUND APPARATUS 5- IN-1 DEVICE > (slide, swing, basketball, crawl and soccer) > Easy grip climbing wall > 3-point seat belt and high wall swing > Safe crawl through space > Minimum weight: 20, 400g 		3 set						

Total Amount in Figures: P_____

Total Amount in Words:

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION Project Identification No.: *ITB No. 2022-060*

То: _____

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

_____ at _____

Affiant

SUBSCRIBED AND SWORN to before me this _____, day of _____2022. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her ______, with his/her Community Tax Certificate No. ______ issued on ______, 2022 at ______, Philippines.

(Notary Public)

Doc. No. _____ Page No. _____ Book No. _____ Series of 2022.

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Worth Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current Assets minus Current Liabilities) (15)] minus value of all outstanding works under ongoing contracts, including awarded contracts yet to be started.

NFCC = P _____

NFCC must be at least equal to the ABC

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier / Distributor / Manufacturer Signature of Authorized Representative

Date: _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

[shall be submitted with the Bid]

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

AFFIDAVIT

I, _____, of legal age, married/single, Filipino, and residing at _____, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor or authorized representative of _______;

- 2. As the owner and sole proprietor, or authorized representative of , 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 Municipal Government of Santa Fe, Romblon, as shown in the attached duly notarized Special Power of Attorney;
- 3. ______ 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. ______ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. 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;
- 7. _____ complies with existing labor laws and standards; and
- 8. ______ 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
- 9. ______ 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 _____, Philippines.

Affiant

 SUBSCRIBED AND SWORN to before me this _____, day of ______

 2022. Affiant exhibited to me his/her ______, with his/her Community Tax Certificate No. _______ issued on ______, 2022 at ______, Philippines.

(Notary Public)

Doc. No. _____ Page No. _____ Book No. _____ Series of 2022.

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: *ITB No. 2022-060* To: _____

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 <u>for the second offense</u>, 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 ______at _____.

Affiant

 SUBSCRIBED AND SWORN to before me this _____, day of _______

 _______2022. Affiant exhibited to me his/her _______, with his/her Community Tax Certificate No. _______ issued on _______, 2022 at _______, Philippines.

(Notary Public)

Doc. No. _____ Page No. _____ Book No. _____ Series of 2022.

Statement of all 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

Business Name:

Business Address: _____

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
GOVERNMENT:							
PRIVATE:							

Submitted by: _____

Printed Name & Signature

Designation:

Date:

i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded) ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.

iii. 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).

iv. Attach Notice of Award/Notice to Proceed/Purchase Order (if applicable)

Statement of Single Largest Completed Contract which is Similar in Nature

(indicate only one)

Business Name:

Business Address:

Name and Location of Project	Date of the Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Note: This statement shall be supported with:

1. Contract (Purchase Order)

2. Notice of Award and/or Notice to Proceed

3. End user's acceptance or O.R. issued for the contract

Submitted by:

(Printed Name & Signature)

Designation:

Date:

